

**LOCAL MASTER LABOR  
AGREEMENTS  
CONSTITUTING APPENDIX C**

**TO THE**

**PROJECT LABOR  
AGREEMENT**

**RELATING TO**

**C700 LINE, TRACK, STATIONS  
AND SYSTEMS DESIGN BUILD  
CONTRACT (DB11002F)**

**SILICON VALLEY BERRYESSA  
EXTENSION PROJECT**







# MASTER AGREEMENT

between

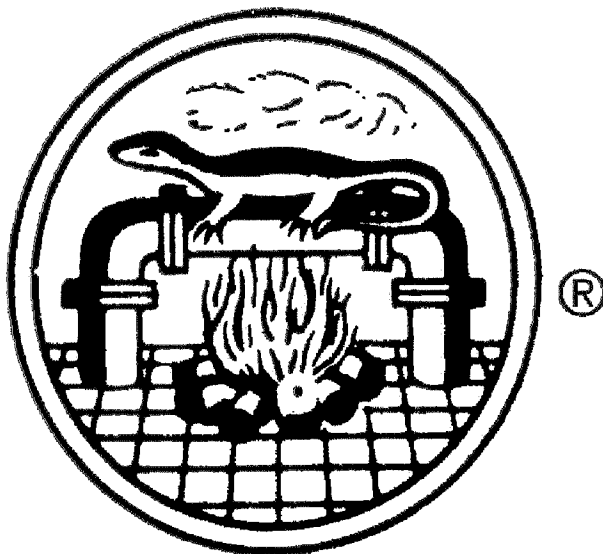
The International Association of Heat and Frost  
Insulators and Allied Workers Local 16

and the

Northern California Chapter, Inc.  
Western Insulation Contractors Association

Effective August 1, 2010 to July 31, 2013

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**Agreement between the Insulators and Allied Workers  
Local 16**

**and the**

**Western Insulation Contractors Association  
Northern California Chapter, Inc.**

THIS AGREEMENT, made and entered into this 1st day of August 2010, by and between the INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS and ALLIED WORKERS LOCAL 16, hereinafter referred to as the Union, and the WESTERN INSULATION CONTRACTORS ASSOCIATION, NORTHERN CALIFORNIA CHAPTER, INC., hereinafter referred to as the Association, for and on behalf of the Individual Insulation Contractors who are its members and have authorized it to represent them, and such other Individual Insulation Contractors as may become signatory to this Agreement or any counterpart thereof, which Individual Insulation Contractors are hereinafter referred to as Individual Employers.

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**ARTICLE I**  
**Area Covered**

1. It is hereby agreed that these working rules and wage rates in this Agreement shall apply in the following Northern California and Northern Nevada counties. Northern California: 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, Mono, 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. Northern Nevada: Carson, Churchill, Douglas, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, and Washoe.
2. Employers party to this Agreement agree that on all operations outside of the area covered by the chartered jurisdiction of Local 16, they will abide by the rates of pay, rules and working conditions established by the collective bargaining agreement between the local insulation contractors and the local Union in that jurisdiction. An Employer may send a journeyman from Local 16, and such employee shall receive, in addition to transportation cost, the highest wage rates for his classification, board allowance, fringe benefits and other conditions of employment as established in either Agreement.

**ARTICLE II**  
**Working Rules**

3. Five (5) consecutive days of eight (8) hours, (exclusive of meal period) Monday through Friday inclusive, shall constitute a week's work.
  - 3.1. At the option of the Individual Employer a four (4) day per week, ten (10) hour schedule (4-10's) may be established. The regular work week shall be from Monday through Thursday. Pay for each of these four (4) days shall be ten (10) hours at the straight time hourly rate. There shall be no make-up days unless said project is shut down by the owner for an emergency situation. Should a recognized Holiday fall on a scheduled work day and the employees do not work on said Holiday, the weekly schedule for said week would be a three (3) days per week, ten (10) hour schedule (3-10's) Monday through Thursday exclusive of the Holiday. Should a recognized Holiday fall on a Friday, the previous day, Thursday shall be observed as the Holiday.
  - 3.2. If a fifth day is worked, the pay shall be one and one-half (1 ½) times the straight time hourly rate for the first ten (10) hours worked. All work in excess of ten (10) hours shall be paid two (2) times the straight time hourly rate. If a sixth or seventh day is worked, the pay shall be two (2) times the straight time hourly rate.
4. The regular workday shall consist of eight (8) consecutive hours, exclusive of meal period, commencing at 8:00 a.m.; the starting time, however, may as particular job conditions permit or require, be changed to between 6 a.m. and 8 a.m. by agreement between the Individual Employer and the employees affected.
5. Triple (3) the regular straight time hourly rate shall be paid for all work ordered by the Employer and performed on Labor Day, provided, however that no work shall be ordered by the Employer and performed on Labor Day except in special cases of emergency.

6. Double the minimum hourly wage rate shall be paid for all work performed by order of the Individual Employer on Sundays and on any recognized holiday. If any such holiday falls on Saturday, the preceding Friday shall be considered the holiday or, if on a Sunday, the following Monday shall be considered the holiday. For the purposes of this paragraph, recognized holidays shall be:
  - New Year's Day (January 1),
  - President's Day (the third Monday of February),
  - Good Friday (the Friday before Easter Sunday),
  - Memorial Day (the last Monday in May),
  - Independence Day (July 4),
  - Labor Day (the first Monday of September) (triple time)
  - Thanksgiving Day (the 4th Thursday in November)
  - The day after Thanksgiving (Friday)
  - Christmas Day (December 25)
7. Except as otherwise required by Sections 3.2, 5 and 6, one and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays. Overtime for Journeymen shall be paid at the minimum Level II hourly wage rate, not an employee's individual account status, (Level III, IV, or V). For the purpose of this Section 7, overtime shall be defined as work performed by order of the Individual Employer either before the start of, or after the end of, the regular work day, Monday through Friday, as provided in Section 4, and all work performed on Saturdays, Sundays, and on any recognized holiday. When it is necessary to work overtime on a job, the employees working on that job have first priority. If the manpower needs cannot be met from the employees working on that job, the Employer may transfer individuals in its employ, from other jobs in the order of classification as determined in Article VII.
8. The hours of employment shall be reckoned and paid for by the day (eight hours) and the half-day (four hours), any fraction of a half-day to be paid as a half-day and any fraction of a day over half a day, as a full eight (8) hour day, excepting only, however, that work performed before the start or after the end of the regular work day, as defined in Section 9, shall be reckoned and paid for by the hour and half-hour, any fractions of a half-hour to be paid for as a half-hour or any fraction greater than a half-hour as a full hour.
9. Employees who have not been instructed not to return to work on the next working day, or who are late reporting for work on the next working day, shall be paid for only the actual time worked. Employees who leave work early for reasons of their own must notify the Employer or Employer's representative and shall be paid only for the actual time worked, except as provided in Section 14000 of the Elections Code.
10. Local 16 agrees that employees covered hereby are considered "at work" for a shop from the time they are accepted for employment by the Employer and that they shall proceed to and execute work in a faithful workmanlike manner and not quit same until the close of any work day. Upon quitting, an employee shall notify the Union Employment Office not later

than 8:00 a.m., the following day, and the Local Union shall notify the Employer not later than 9:00 a.m., the same day.

11. All work shall be completed in a professional and workmanlike manner, and as consistently as possible per the attached Code of Workmanship adopted by the Preservation Trust, attached hereto as Appendix B.
12. The written instructions of the Individual Employer shall take precedence over specifications from architects and engineers or any other source or authority, as to the work to be performed, materials to be used or applications of work. In the absence of written instructions from the Individual Employers, however, job specifications shall be followed. In no event shall an employee be required to violate any law or regulation of any administrative body, federal, state or local. Employer to provide instructions prior to start of project.
13. Employees covered by this Agreement shall not be permitted to furnish, lease or rent the use of any automobile or other conveyance to the Employer to transport men, tools, equipment or materials from shop to job, from job to job, or from job to shop. Facilities for such transportation will be provided by the Employer. This provision shall not restrict the use of any automobile or other conveyance to transport the owner and personal tools from home to shop or job at starting time, from job to job, or from job to home at quitting time.
14. There shall be a one-half (1/2) hour meal period following completion of the first half-day of work.
15. The ratio of Apprentices employed by any one Individual Employer at any given time, whether in the shop or at the job site, shall not exceed one (1) apprentice for up to every three (3) journeymen employed by such Individual Employer, unless approved by the Union. No apprentice shall perform any of the work covered by this Agreement except in the company of a journeyman. No Individual Employer, however, shall be held to the requirements of this Section at any time when he has on file in the Employment of the Union a bona fide written request for the dispatch of a journeyman, or journeymen, which the Union has not filled in accordance with the provisions of Section 93.
16. In the performance of the work covered by this Agreement, the Individual Employer and employees shall be governed by the requirements of all federal and state health and safety laws including without limitations the Federal Occupational, Safety and Health Act of 1971 and the California Labor Code, and any and all regulations issued pursuant thereto by any authority, state or federal. Employers shall send copies of all material safety data sheets for all materials used by employees covered under this Agreement to Local 16's office. At the Employer's option the above data may be transmitted to the Union's office via fax.
17. The Individual Employer shall supply respirators, masks, hard hats, and all other safety equipment required by law, federal, state, or local, in the performance of work covered by this Agreement, to the employee without cost. Failure to use such equipment when required by law, or failure to show up at work without the same, may result in loss to the employee of any time required to supply the lack of the same.

18. The employee shall arrive at their designated work site fit for work with proper clothing and footwear. Employees where required shall wear Employer provided and approved hard hats with only Employer approved stickers and labeling. Employees shall provide and wear sturdy work shoes as required, i.e. steel toed leather Safety Work Boots with ½” (one-half inch) heel where required by the customer or owner. Employees shall wear proper eye and hearing protection where required.

19. Each employee covered by this Agreement shall furnish the following hand tools:

12' Rule	Circumference Rules
Cutting Knives with Scabbards	Chalk Box with Chalk
Nippers	24” Framing Square
Shears or Scissors	Mallet or Beater
Lacing Needle	Large Rubber Gloves
Pointing Trowel	Tool Box or Bag
Flat Trowel	Dividers
Keyhole or Compass Saw	Punch or Awl
Cross Cut Saw	Screwdrivers
Tin Snips	Palms
Two Spring hand clamps	Sheet Metal Snips, Lefts, Rights & Straights

20. The Individual Employer shall furnish all hand saws for the cutting of foamglass, Perlite, portable power tools, banding tools, staple guns, safety equipment, bungee cord, leather gloves (where required for metal work and protective gloves for hot work: i.e. energized steam lines, steam traced lines, boilers, foamglass, etc.) and hand cleaner where the nature of the work demands it.

21. The employee shall be responsible for the proper care of any tools and equipment supplied to him by the Individual Employer as provided in Sections 17, 18 and 20. Any such tools and equipment shall be checked out to the employee as needed and shall be returned upon demand unless the employee has a satisfactory explanation for his failure to return the same.

22. When an Employer comes in from outside the chartered jurisdiction of Local 16 to perform work within the chartered jurisdiction of Local 16, he must secure all employees but one through the employment office of Local 16, provided however that if the work, whether on one or more jobs, exceeds 40 man hours in duration he must secure at least one employee through the employment office of Local 16 to work with the one man brought in.

23. **Shift Work:** When so elected by the Employer, multiple or alternate shifts may be worked provided that the Union is notified 24 hours in advance of the starting of such shift work, except emergency situations as agreed upon by the business office of Local 16.

24. The 1st shift shall start 8 a.m. and finish at 4:30 p.m. with a 1/2 hour meal period. Pay for the 1st shift shall be at the regular straight wage rate for the hours worked.

25. The 2nd shift shall start at 4:30 p.m. following the 1st shift and shall end at 12:30 a.m. with a 1/2 hour meal period. Pay for the 2nd shift shall be at 110% of the regular wage rate for the hours worked, plus 1/2 hour. Vacation will be paid at 100%.

26. The 3rd shift, if worked, shall start at 12:30 a.m. following the 2nd shift and shall end at 8:00 a.m. with a 1/2 hour meal period. Pay for the 3rd shift shall be at 115% of the regular rate for the hours worked, plus 1 hour. Vacation will be paid at 100%.
27. Shift work pay rates shall be applicable to all shift hours worked from the first shift, Monday through the last shift on Friday, excluding Holidays. All other hours worked shall be paid as provided for in Sections 6 and 7.
28. The Employer may elect to work multiple or alternate shifts only when the following conditions are met:
  - 28.1. If only one shift is worked the pay rate shall be 110% other than the regular shift.
  - 28.2. Shift work must remain in effect for no less than five (5) consecutive working days.
  - 28.3. Shift work must start on the 1st regular work day of the week unless the Union and the Employer agree upon an alternate starting day.
  - 28.4. In case of emergency and also to meet the specific project requirements, the above shift arrangements may be adjusted by agreement with the business office of Local 16.
  - 28.5. Should the shift be less than five (5) working days the first eight (8) hours of each day shall be paid at the rate of one and one-half (1 ½ ) times the applicable rate.
29. The starting time of each shift may be moved forward up to two (2) hours as provided in Section 4, provided however that if starting time of one (1) shift is moved, the starting time of all shifts shall be moved equally.

**ARTICLE III**  
**Wage Rates**

30. Zone 1 will include the following counties: Alameda, Contra Costa, Marin, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Solano and Sonoma Counties.
  - 30.1. Zone 2 will include the following counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Nevada, Placer, Plumas, Sacramento, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties.
  - 30.2. Zone 3 will include the following counties: Northern Nevada: Carson, Churchill, Douglas, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and Washoe Counties:



Effective August 1, 2010, the minimum hourly wage rate for journeymen in Zone 1 shall be as follows on the date indicated, unless re-allocated in accordance with the terms of this Agreement.

- 30.3. August 1, 2010, the minimum hourly rate for journeymen, level II shall be \$51.68 per hour; minimum total package shall be \$68.42 per hour.
- 30.4. August 1, 2011, the scheduled increase for journeymen shall be \$1.75 per hour.
- 30.5. August 1, 2012, the scheduled increase for journeymen shall be \$2.50 per hour.

Effective August 1, 2010 the minimum hourly wage rate for journeymen in Zone 2 shall be as follows on the date indicated, unless re-allocated in accordance with the terms of this Agreement.

- 30.6. August 1, 2010, the minimum hourly rate for journeymen, level II shall be \$40.53 per hour; minimum total package shall be \$57.27 per hour.
- 30.7. August 1, 2011, the scheduled increase for journeymen shall be \$1.25 per hour.
- 30.8. August 1, 2012, the scheduled increase for journeymen shall be \$1.90 per hour.

Effective August 1, 2010 the minimum hourly wage rate for journeymen in Zone 3 shall be as follows on the date indicated, unless re-allocated in accordance with the terms of this Agreement.

- 30.9. August 1, 2010, the minimum hourly rate for journeymen, level II shall be \$37.93 per hour; minimum total package shall be \$54.67 per hour.
- 30.10. August 1, 2011, the scheduled increase for journeymen shall be \$0.40 per hour
- 30.11. August 1, 2012, the scheduled increase for journeymen shall be \$0.40 per hour.
- 30.12. The above hourly wage rates include vacation allowance.

31. Apprentices shall be paid in accordance with the following schedule:

Year	% Journeymen Wage Rate (Excluding Vac.)	% Journeymen Vacation	Pension	Health & Welfare
1	40%	0%	\$0.00	\$4.15
2	52.50%	50%	\$0.00	\$8.50
3	65%	65%	\$5.56	\$8.50
4	80%	80%	\$5.56	\$8.50

32. The contribution rate for Health and Welfare is Eight Dollars and Fifty Cents (\$8.50) per hour worked. The second and third year Health and Welfare contribution rate shall be determined per Section 118. This paragraph shall be subject to allocation by the Union as provided in Section 33.

33. The Union shall have the option of allocating out of the wage negotiated herein, such amounts up to Five Cents (\$0.05) per hour annually for new benefits and whatever other amounts determined by the Trustees as are needed to maintain the present level of benefits as it deems necessary to any one or ones of the existing Trust Funds mentioned in Article IX as of August 1, 2010, for the purpose of maintaining, increasing, decreasing, or adding to the benefits herein provided. Allocations may take place twice a year determined by the Union members at a Union meeting in June and November to take effect on August 1st or January 1st with the Union providing the Association in writing not less than thirty (30) days in advance, consistent with the applicable Trust Agreement to which the same shall be applied, except as otherwise specified under Section 130. Upon allocation the amount involved shall cease to be wages to the employee.
34. When five (5) or more employees are employed on a job, one (1) employee shall be classified as a Foreman and shall receive Two Dollars and Fifty Cents (\$2.50) per hour over the journeyman rate. A Foreman in charge of twenty (20) or more employees shall be classified as a General Foreman and shall receive Four Dollars (\$4.00) per hour over the applicable journeyman man rate.
35. Any employee required to work from a bosun's chair, sky-climber or suspended scaffolding, without a solid frame scaffold, shall, regardless of whether the particular equipment or condition has been found safe, be paid premium pay at the rate of One Dollar (\$1.00) per hour for each hour worked. All employees shall be properly trained in the safe operation of any and all equipment.
36. Payment of all wages and allowances shall be made weekly on the day designated by the Employer as pay day. No more than three (3) days may be held back by an Individual Employer at any time.
37. When employees are laid off or discharged, they must be paid wages due them at the time of layoff or discharge in accordance with the provisions of the California Labor Code; except, in the case of emergency jobs where work is performed outside of regular working hours, the overtime may be paid at the office of the Employer not later than the first straight time working day thereafter, or mailed at the request of the employee to the employee's home.
38. No discharge or layoff shall be effective unless at the time of discharge or layoff, the employee is paid in full at the job site or as otherwise herein provided. If the Employer fails to pay the employee in full immediately upon such discharge or layoff, the Employer shall pay the employee for waiting time an additional sum equal to two (2) hours straight time pay, such sum to be in addition to any penalty or penalties provided by law.
39. If, however, a job is shut down by reason of the act of prime-contractor or owner, the employees may be paid on the day following the layoff at the dispatch office without penalty.
40. For the purpose of this Agreement an employee is laid off when they are instructed not to return to work on the next working day.

**ARTICLE IV**  
**Travel & Subsistence**

41. **Daily Travel Rates:** Based by county in California and a radius from Reno City Hall for Nevada.
42. For the purpose of this agreement Placer and El Dorado Counties will be divided by Highway 49. The area west of Highway 49 will be paid at the daily travel rate of Ten Dollars (\$10.00). The area east of Highway 49 will be paid at the daily travel rate of Thirty Dollars (\$30.00).

County	Rate	Zone	County	Rate	Zone
Alameda	10.00	1	Placer (west of Highway 49)	10.00	2
Alpine	subsistence	2	Placer (east of Highway 49)	30.00	2
Amador	20.00	2	Plumas	subsistence	2
Butte	subsistence	2	Sacramento	10.00	2
Calaveras	30.00	2	San Benito	subsistence	1
Colusa	30.00	2	San Francisco	10.00	1
Contra Costa	10.00	1	San Joaquin	20.00	2
Del Norte	subsistence	2	San Mateo	10.00	1
El Dorado (west of 49)	10.00	2	Santa Clara	15.00	1
El Dorado (east of 49)	30.00	2	Santa Cruz	35.00	2
Fresno	10.00	2	Shasta	10.00	2
Glenn	subsistence	2	Sierra	subsistence	2
Humboldt	subsistence	2	Siskiyou	subsistence	2
Kings	30.00	2	Solano	10.00	1
Lake	subsistence	2	Sonoma	20.00	1
Lassen	subsistence	2	Stanislaus	15.00	2
Madera	20.00	2	Sutter	30.00	2
Marin	10.00	1	Tehama	subsistence	2
Mariposa	30.00	2	Trinity	subsistence	2
Mendocino	subsistence	2	Tulare	30.00	2
Merced	20.00	2	Tuolumne	30.00	2
Modoc	subsistence	2	Yolo	10.00	2
Mono	subsistence	2	Yuba	30.00	2
Monterey	subsistence	2	Reno, NV 0-20 mile radius	10.00	3
Napa	20.00	1	Reno, NV 21-40 mile radius	20.00	3
Nevada	20.00	2	Reno, NV 41+ miles radius	subsistence	3

43. For the purpose of this agreement daily travel rates for the State of Nevada will be determined by a radius extending from the Reno City Hall as follows

0 – 20 miles = \$10.00  
 21 – 40 miles = \$20.00  
 Over 40 miles = \$85.00 (subsistence)

44. The above allowances for California and Nevada will be adjusted by One Dollar (\$1.00) should the average price of a gallon of unleaded gasoline in Northern California increase to Four Dollars (\$4.00). The average price shall be determined by AAA.
45. Employees shall be paid mileage from a job to another job in the same day except when using a company vehicle.
46. There shall be no travel pay while driving a company vehicle.
47. The above allowance will be adjusted by One Cent (\$0.01) for each Fifteen Cents (\$0.15) change in the average price of a gallon of unleaded gasoline (base cost to be \$1.32 = \$.30/mile, the average cost to be determined by AAA).
48. Should the employee incur a toll charge in traveling to or from the job, such toll charge shall be paid to the employee in lieu of travel expense, unless the accrued travel exceeds the toll charge, in which event travel expense alone shall be paid.
49. **Subsistence Area Allowances:** Employees directed not to return home from the job site in a subsistence area shall be paid the following:
50. **Travel In/Out:** A flat rate shall be paid for travel expense for subsistence jobs. This includes Fifty Dollars (\$50.00) one way when first reporting for work at the job site and Fifty Dollars (\$50.00) one way on return at the conclusion of the job unless, directed by the employer to return home, or to another job. (Example – if an employee is working on a subsistence job and the job is delayed and the employee is sent home, or is instructed to go to another jobsite in another county, then is instructed to return to the original jobsite, the employee would be entitled to an additional \$50.00 in and \$50.00 out. The employee may be transferred between jobs within a subsistence county or adjacent county and would not be entitled to the in/out rate.). In addition, travel expense locally from the closest available commercial lodging to the job site and return at the following rate for each mile traveled in excess of ten (10) miles each way, each day they are required to report for work at the job site during the period of such employment. Employees quitting the job on their own initiative before completion of fifteen (15) working days shall not be entitled to travel expenses.
51. The above allowance will be adjusted by One Cent (\$0.01) for each Fifteen Cents (\$0.15) change in the average price of a gallon of unleaded gasoline (base cost to be \$1.32 = \$.30/mile, the average cost to be determined by AAA).
52. **Subsistence:** Subsistence shall be paid throughout the duration of their employment at the job site, Saturdays, Sundays and holidays included, when worked, in addition to wages and other benefits, provided in the Agreement, when worked, at the rate of: Eighty Five Dollars (\$85.00) per day worked except as noted:
  - 52.1. Subsistence shall not be applicable on days where individual employees are instructed to return home. (Examples are one (1) day jobs, jobs requiring multiple mobilizations/demobilizations, last day of the project, etc.).

53. Employees being paid subsistence who fail to report for work on a regular work day will not be entitled to the allowance set forth in Sections 49 through 52 for such day or days provided that the foregoing will not apply to any employee who presents a doctor's certificate or otherwise proves to the Union's satisfaction that he was unable to report to work because of illness or any other just cause.
54. Employees discharged for cause in a subsistence area shall not be entitled to return mileage provided they are paid off at time of discharge. In the event of a dispute respecting the existence of just cause for discharge, just cause shall be determined under the grievance procedure.
55. **Parking:** The Individual Employer shall reimburse his employees for their cost of parking up to a maximum of Thirty Dollars (\$30.00) per day in areas where free parking is not available within six hundred and sixty feet (660 feet) of the entrance to the job site providing a valid parking receipt is presented.

**ARTICLE V**  
**Show-up Time**

56. Employees ordered to report for work at a shop or on a specific job, for whom no employment is provided, shall receive two (2) hours pay at the applicable rate, except in cases where bad weather conditions prevent working and due notification has been given the employee.

**ARTICLE VI**  
**Work Covered**

57. The Association and the Individual Employers, parties hereto, recognize the Union as the duly authorized, sole and exclusive Collective Bargaining Representative under Section 9(a) of the National Labor Relations Act of all employees employed by the Individual Employers who perform work covered by this Agreement, on all present and future job sites within the jurisdiction of the Union, on the following basis: The Union has requested that each Individual Employer recognize the Union as the Section 9(a) representative of its employees; the Union has offered to submit to each Individual Employer, directly or through its bargaining representative, evidence that the Union has the support of a majority of the Individual Employer's employees; and the Individual Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.
58. Local 16 shall have a permanent office address with telephone service where their Business Agent or authorized officer can be communicated with between 7:30 a.m. and 3:00 p.m. each working day for the purpose of answering inquires and providing the necessary service to the trade.
59. This Agreement shall cover all work falling within the recognized craft jurisdiction of Local 16, including without limitation of the foregoing:
60. Lining of all mechanical room surfaces and air handling shafts.

61. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
62. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.
63. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
64. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
65. Any finish material which is contiguous to the thermal or acoustical application.
66. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
67. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
68. The Agreement shall cover all other work of a specialty nature, covered by the jurisdiction of Local 16 or the International Union.
69. All such work of the Individual Employer which has normally and traditionally been performed at the job site by the employees covered by this Agreement shall continue to be performed at the job site by the employees covered by the Agreement. The Individual Employer may, however, bring in for installation at the job site, materials not so fabricated which have been fabricated elsewhere provided no employee may be required to install such materials if fabricated under conditions less favorable to employees than those provided under this Agreement.
70. None of the work covered by this Agreement, which is to be performed at the site of construction, alteration, painting or repair of any building, structure or other work, shall be subcontracted by any Individual Employer except to an Individual Employer who is included within the multi-Employer collective bargaining unit covered hereby, or is otherwise party to this Agreement or any counterpart thereof.
71. This provision shall be enforced only when both of the following criteria are satisfied: (1) when such enforcement is necessary to protect and preserve to the employees in the aforesaid multi-Employer collective bargaining unit all of the work normally and traditionally performed by them and for no other cause. (2) For any specialty work under Local 16's jurisdiction, for which said Union cannot provide an Employer signatory to Local 16 the provisions of this Section shall not apply.

72. All disputes over the jurisdiction of the work covered by this Agreement, if not satisfactorily settled, shall be referred to the Plan for Settling of Jurisdictional Disputes in the Construction Industry or such other tribunal as may become successor thereto. The Individual Employers and the Union agree to be bound by all of terms and provisions of the Plan for Settlement of Jurisdictional Disputes and by the procedural rules and regulations of the National Joint Board, or by the provisions of any plan successor thereto which may be adopted by the Building and Construction Trades Department, AFL-CIO.
73. No Individual Employer, or Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) on an Individual Employer's license, or officer or shareholder of a corporate Individual Employer, or owner of an unincorporated Individual Employer, shall use the tools of the trade, or personally perform any of the work covered by this Agreement.
74. No active employee covered by this Agreement shall takeoff, estimate, sell, contract, or sub-contract on any of the work covered by this Agreement.
75. It shall be deemed just cause for the discharge of an employee by an Individual Employer if such employee engages in business as a contractor upon work covered by this Agreement while on the payroll of such Individual Employer.
76. In the event any Individual Employer should learn of the award of any of the type of work covered by this Agreement to any contractor not party to this Agreement, it shall immediately notify the Union and supply it with all of its information relating thereto.
77. In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when an Individual Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Individual Employer, through its officers, directors, partners or stockholders exercises directly or indirectly management, control or ownership, the terms and conditions of this Agreement shall be applicable to all such work. This clause shall be applicable to job site work as that term is used in the construction industry proviso to Section 8(e) of the National Labor Relations Act. This clause shall not be applicable to non-job site work.
78. All charges of violations of Section 77 shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes. Neither the Union nor the Employer shall have the right to strike or lock-out in order to enforce the decision of the arbitration enforcing the provisions of Sections 77 and 78.

79. **Market Recovery Program:** The parties to this Agreement recognized the need for a Market Recovery Program and the necessity of assuring the competitive position of the parties within the industry. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement, relative to the specific geographic or market areas and will endeavor, by mutual agreement, to initiate such supplements to the Agreement as may be necessary to assure the work opportunities and the competitive position of the Individual Employer and Local 16. Supplements to this Agreement will not be utilized where there are President Agreements or Project Agreements which cover the work being bid.
80. In order to accomplish these goals, the officers of Local 16 will meet with the members and Employers to determine and establish procedures to respond to those markets or areas shown to be lost or substantially lost.
81. A Market Recovery Committee of the three officers of Local 16 and three signatory Employers will be established upon execution of this Agreement and shall meet quarterly, or as needed. The Committee shall have the authority to discuss requests of an immediate nature.
82. Any supplements made to the Agreement by the Local 16 officers shall be reviewed quarterly, or as needed by the Committee to determine their effectiveness at which time the supplement will either be extended, modified or terminated by the Local 16 officers. Jobs bid under the Market Recovery Program shall be completed under the terms of the applicable supplemental Agreement. The Individual Employer and Local 16 shall be responsible for providing market data in order to determine whether such supplements have been effective. Any false or misleading information intentionally presented by the signatory parties in order to effect the implementation of such supplements, shall constitute fraud, said parties reserve the right to any and all remedies available by law to seek redress.
83. The following items will be available for modification from the Master Agreement, when deemed necessary to recover the market in areas found to qualify by the Local 16 officers:
  - 83.1. Apprentices to journeyman ratios.
  - 83.2. Wage rates.
  - 83.3. Subsistence and travel.
  - 83.4. Modifications in premium pay.
  - 83.5. Modifications in work week.
84. Dues under this program will be set by Local 16.
85. No transfer of apprentices dispatched under this program will be allowed, unless said apprentice is currently working for the Employer under the Master Agreement, or said transfer is to another project covered under this section, being performed by the same Employer.



86. Employers making any transfer of apprentices covered under this section shall notify Local 16 in writing, within five (5) calendar days, as to the name, date and location of said transfer.
87. Written notification of all supplements granted by the Local 16 officers under this section will be given to all Individual Employers signatory to this Agreement.
88. No action of this committee shall be subject to the grievance procedures.
89. No Individual Employer signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Individual Employers employing workmen performing similar work in the area covered by this Agreement with the following exceptions:
90. On maintenance work the Individual Employer shall not request the lower wage rate recognized by the Union and other Employers for specialized maintenance work.
91. The favored nation provision shall not apply to the work performed under any Special Project Agreement.

**ARTICLE VII**  
**Union Security and Employment Procedures**

92. All employees shall be required, as a condition of their employment, to apply for and become members of and to maintain membership in the Union within eight (8) days following the beginning of their employment or the date of execution of this Agreement, whichever is the later.
93. The Individual Employers shall secure all employees covered by the Agreement through the Employment Office of the Union. Satisfactory and competent employees will be furnished within two (2) regular working days exclusive of the day they are requested. All requests for employees must be made on a regular working day and during the regular office hours of the Union. In the event the employees cannot be or are not furnished by the Union, the Individual Employer may employ any person, but shall within twenty-four (24) hours notify the Union of the name, address and social security number of the person or persons so employed and of the date and classification of employment. If so demanded by the Union or any Individual Employer, such employees shall be required as a condition to continued employment, to submit to examination by the Joint Apprenticeship Training Committee to determine their classification and qualification for employment within the industry.
  - 93.1. **Recall:** The Individual Employer may recall any Class A employee covered by this Agreement who is registered on the out of work list and available for employment for a period of up to One Hundred Eighty Two (182) calendar days/Twenty Six (26) weeks, provided:
  - 93.2. The employee was dispatched to their requesting employer in accordance with this agreement.
  - 93.3. Employees who quit, or are terminated for cause, would not be eligible for recall.

94. Appropriate facilities shall be maintained in the Employment Offices of the Union for employees and new applicants to register for employment. This registration shall be applied to all employees and applicants without discrimination based upon age, race, color, religion, sex or national origin or membership or non-membership in any labor organization, except as membership in the Union may be required as a condition of employment as required in Section 92 hereof.

**Classification of Journeyman:**

95. Class A journeymen are those who have been employed as permanent journeymen under the Agreement of August 1, 2010 through July 31, 2013 between the Union and the Association or who, after the effective date of the Agreement, have successfully passed the journeyman examination given by the Joint Apprenticeship Training Committee after having completed the full four (4) year course of training, whether commenced before or after the effective date. Class A status may be achieved by a Class B employee who has completed 1,560 hours or more of service per calendar year for four (4) consecutive years. The burden of proving previous work experience is on the applicant. An employee achieving Class A status by employment qualification who is not employed under this Agreement for a period of one (1) year, shall lose his status as a Class A employee. Such person who desires to return shall do so as a Class B employee.
96. Class B are those qualified journeymen who have been employed as such within the territorial jurisdiction of other Local Unions of the International Association.
97. Only Class A journeymen may be foremen.
98. In dispatching, the Employment Office shall first dispatch journeymen in Class A who are registered and available for employment, then journeymen in Class B. Within each such Class, journeymen shall be dispatched in the order which they register for employment.

**Classification of Apprentices:**

99. Class A are those apprentices who are duly indentured and enrolled in the Apprenticeship Training Program of the Union and the Association.
100. Class B are those employees of apprenticeship grade who have not qualified as mechanics and have not been indentured and enrolled in the Apprenticeship Training Program of the Union and the Association.
101. In dispatching apprentices, the Employment Office shall first dispatch apprentices in Class A who are registered and available for employment and then Class B employees of apprenticeship grade who are registered and available for employment. Within each such Class, apprentices shall be dispatched in the order in which they registered for employment.

102. Upon being dispatched, the employee shall proceed to the job or shop as requested. When a call is made to the dispatcher for employees to report to work on day of request, a reasonable time shall be allowed for employees traveling from dispatcher's office to job site as agreed by dispatcher and Employer. Employees shall be paid from time of dispatching, except when dispatched prior to regular working hours, and shall be paid starting at regular working hours. Confirmation of the dispatch shall be in writing and shall designate classification of employee.
103. The Individual Employer may reject any employee or applicant for employment referred to him or it by the Unions Employment Office. But may do so only if the employee or applicant has previously been employed by said Individual Employer. Any employee or applicant for employment so rejected shall receive One Hundred Dollars (\$100.00) reimbursed expenses, plus travel expenses and subsistence, as provided in Article IV, if applicable, unless such employee has been previously discharged by the requesting Individual Employer for cause as provided in Section 107, or has, within the period of six (6) months next prior to the date of request, been rejected by said Individual Employer pursuant to this Section, 103. Payment shall be postmarked by the next business day of rejection, and a written record shall be forwarded to the Union office within five (5) business days. Payment shall be mailed to the Union office. In the exercise of his or its right to reject any employee or applicant for employment, the Individual Employer shall not discriminate against any such employee or applicant for employment by reason of membership or non-membership in the Union, except as provided in Section 92, or by reason of age, race, color, religion, sex, or national origin.
104. In the laying-off of employees, all journeymen in Class A shall be treated as having been hired prior to all journeymen in Class B. All journeymen in Class B shall be laid off before any journeymen in Class A are laid off, except that on jobs in room and board areas, with more than three (3) men, it shall not be necessary to lay off Class B journeymen and replace them with Class A journeymen.
105. Similarly all apprentices in Class A shall be treated as having been hired before those in Class B and all those in Class B shall be laid off before those in Class A.
  - 105.1. When laying off employees covered by this Agreement the Individual Employer shall notify the Union in writing within five (5) business days after layoff.
106. Nothing herein shall be construed to require an Individual Employer to rehire any employee whom he has discharged or rejected for employment under Sections 103 and 107, except in cases where such discharge or rejection has been found to be wrongful under the grievance procedure provided in Article XIV.
107. Notwithstanding the provision of Sections 104, 105 and 106 employees may be discharged at any time for cause. When an employee is discharged for cause, the Individual Employer shall within five (5) days so notify the Union, stating the reason therefore in writing, failing which it shall be conclusively presumed that the discharge was for other than cause.
  - 107.1. **Absenteeism:** Termination for absenteeism shall be per the International Professional Craftsman Code of Conduct (PCCC) policy involving three steps: 1. Verbal warning. 2. Written warning. 3. Discharge for cause.

108. The provisions of Article VII and Article XV are intended to be, and are, the only provisions governing the hiring, dispatching, discharging or laying-off of employees without discrimination based upon age, race, color, religion, sex, or national origin or membership or non-membership in any labor organization, or activity for or against any labor organization, except as membership in the Union may be required as a condition of employment as required in Section 92. No constitutional provision, by-law, rule, regulation, policy, or requirement of the Union, the Association or Individual Employer shall in any way affect the application thereof.
109. The Union and the Individual Employers shall for the information of employees and applicants for employment at all times keep copies of Article VII posted in places where notices to employees are usually posted.
110. If at any time it is considered necessary by the Affirmative Action Committee, the provisions of Article VII may be varied in their application to any one particular job, to the extent necessary to comply with the Affirmative Action Program or any law, federal or state, pertaining thereto.
111. Any employee or applicant for employment claiming to be aggrieved by the application or enforcement of the provisions of Article VII, whether by the Union, the Association or any Individual Employer, shall submit the same to the grievance procedure provided in Article XIV. The right of the Employer to reject employees and applications for employment under Section 103 shall not, however, be subject to the grievance procedure.

**Union Activity:**

112. No employee shall be discriminated against for activity for or against the Union. Employees shall be permitted to take such time as may be necessary to engage in work for the Union, provided, however, that said employees shall be paid no compensation whatsoever by the Employer for the time devoted to the performance of said duties.
113. Local 16 shall notify the Individual Employer of the appointment of each Steward. The last man to be laid off shall be the Job Steward except as provided in Sections 104, 105, 106 and 107.
114. The Union shall within thirty (30) days of the date of execution of the Agreement furnish to the WICA, Northern California Chapter, Inc. a list of the names of all employees registered with it, together with the Classification of each, and in the cases of an apprentice, whether in his first, second, third, or fourth year, and shall thereafter, notify the WICA, Northern California Chapter, Inc. of any changes, additions to, or deletions from the list, annually, by July 1 of each year.

**ARTICLE VIII**  
**Recognition of Picket Lines**

115. No employee covered hereby may be discharged or otherwise disciplined by any Individual Employer for refusal to cross a primary picket line established by an International Union affiliated with the Building and Construction Trades Department, AFL-CIO, or a Local Union thereof, which picket line has been authorized, sanctioned or otherwise cleared by the local Building Trades Council having jurisdiction over the area in which the job is located after the Individual Employer has been notified and given an opportunity to be heard.

**ARTICLE IX**  
**Trust Funds**  
**Health and Welfare**

116. Employers shall pay to the Heat and Frost Insulators of Northern California and Local 16 Health and Welfare Trust Fund, on or before the 20th day of the month following the month in which the work was performed, the sum of Eight Dollars and Fifty Cents (\$8.50) for each hour worked by each of his journeymen and second, third, and fourth year apprentices, covered by this Agreement. Effective 08/01/99, the contribution rate of Three Dollars Sixty Cents (\$3.60) was increased Ten Cents (\$0.10) to Three Dollars Seventy Cents (\$3.70) to cover Retiree Dental and Vision care. Contribution rates for other employees covered by this Agreement shall be as stated herein. Said Trust Fund shall be administered in accordance with that certain Trust Agreement as executed by the parties hereto on the 11th day of September 1952, and any amendments thereto.
117. Under the terms of this Agreement the Trustees of the Fund are authorized to modify the benefit level and establish hourly contribution rates. Any such modification of benefit level or contribution rate shall be made effective only on 90 days notice.
- 117.1. Under the terms of this Agreement the Trustees of the Fund are authorized to modify the benefit level and establish hourly contribution rates for Retiree Health and Welfare coverage. Any and all increases in contribution rates to maintain the current level of Retiree benefits shall be borne by the employees and shall be diverted from the established wage rate.
118. Any required modification of the specified contribution rates required to maintain the benefit level of 08/01/10, above the first year adjustment of Eight Dollars and Fifty Cents (\$8.50) and or Four Dollar and Fifteen (\$4.15) levels shall be borne by the Employers, up to a maximum of Thirty-Five Cents (\$0.35) per hour in the Labor Agreement years of 08/01/10 - 07/31/11, 08/01/11 - 07/31/12, 08/01/12 - 07/31/13. Any increase in contribution rates necessary to maintain the current levels which exceed Thirty Five Cents (\$0.35) and any and all increases in contribution rates to increase the current level of benefits shall be diverted from the established wage rate.

## Holiday and Vacation Accounts

119. Effective for work performed on or after the 1<sup>st</sup> day of October, 2007, the Individual Employer covered hereby shall, on or before the 20<sup>th</sup> day of the month following the month in which the work was performed, pay to the administrator of the Northern California Heat and Frost Insulators, Local 16, Health and Welfare Fund (“administrator”) on behalf of each employee covered by this Agreement the sum of Three Dollars (\$3.00) per hour for each hour worked by each of his or its employees upon work covered by this Agreement as Holiday and Vacation payments, subject to the provisions of Section 31 with respect to apprentices. Upon receipt of said Holiday and Vacation payments the administrator shall transfer said payments, into an account established for each employee covered by this Agreement at the financial institution described herein. The initial financial institution will be the Operating Engineers Local 3 Federal Credit Union (“OE3FCU”). Any change in financial institutions shall be determined by the Trustees of the Preservation Trust Fund.
120. All employees’ taxes due by reason of said hourly payments, which are, or may be, required by the Unemployment Insurance Code of the State of California (or by any voluntary plans adopted in lieu thereof) and by the Federal Unemployment Tax Act, Social Security Act, and the Internal Revenue Code or by any other law, federal, state, or local, shall be deducted, however, from the employees’ regular wages provided in Article III, as part of the Employer’s regular withholding therefrom.
121. All Employers contributions and taxes due by reason of said hourly payment, which are, or may be, required by the Unemployment Insurance Code of the State of California (or by any voluntary plans adopted in lieu of thereof) and by the Federal Unemployment Tax Act, the Federal Insurance Contribution Act (Social Security Act), or by any other law, federal, state or local, shall be paid by the Individual Employer.
122. The sole liability of any Individual Employer covered hereby for any vacation and holiday benefits shall be the liability as provided herein to pay said hourly sums to said administrator on behalf of each covered employee for deposit by said administrator into said employee’s individual account at the designated financial institution, and such liability as is, or may be imposed by law to pay Employer’s (as distinguished from employees) taxes due by reason of said hourly payments. Employees covered by this Agreement shall look exclusively to said employees’ individual accounts at the designated financial institution for any and all vacation benefits.
123. In addition to the hourly payments required by Section 119, the Individual Employer shall on or before the 20<sup>th</sup> day of each month pay the sum of Two Cents (\$0.02) per hour for each hour worked during the preceding month by each employee covered by the Agreement to the Trustees of the Preservation Trust Fund established pursuant to Article XX, to be used by said Trustees exclusively for the purpose of paying the expenses of administration of said payments and deposits. This Two Cents (\$0.02) per hour is in addition to the contributions set forth in Section 189 and shall be accounted for separately by said Trustees.

124. Upon action of the Trustees of the Preservation Trust Fund to reduce said administrative fee below the Two Cents (\$0.02) per hour in the event that the said Trustees determine that said reduction may be made without in any way impairing the ability of said Trustees to meet the expenses of administration of said payments and deposits. In the event of any such reduction the obligation of the Individual Employer shall be fully satisfied by paying the reduced amount during any period of reduced contribution determined by the Trustees of the Preservation Trust Fund without, however, affecting liability for payments based on hours worked during any previous month prior to such reduction. In no event may the Trustees of the Preservation Trust Fund increase the Employer's payment of expenses of administration in excess of Two Cents (\$0.02) per hour. No part of the payment of Two Cents (\$0.02) per hour for administration or any lesser amount determined by the Trustees of the Preservation Trust Fund shall in any event be used to provide employee vacation and holiday benefits or shall be repaid to or refunded to the Individual Employers paying the same (except such repayments as may be made by reason of clerical errors in computing the amount of such payment).
125. Employees who have been credited with not less than 1,560 hours of vacation pay during a calendar year shall be required to take a week's vacation in the calendar year next following for each 780 hours so credited, less any equivalent time the employee may have lost in the interim by reason of sickness, injury, or unemployment resulting from any cause beyond his control.
126. The vacation week shall consist of five consecutive working days commencing on a Monday. Required vacation time may be taken either consecutively or at different times during the calendar year as may be agreed upon by the Individual Employer and the employee.

#### **Apprenticeship Training Fund**

127. Effective for work performed on and after the 1st day of August 2010, the Individual Employers shall pay to the Insulation and Allied Industry Workers of Northern California and Local 16 Apprenticeship Training Fund on or before the 20th day of the month following the month in which the work was performed, the sum of Forty-Five Cents (\$0.45) per hour worked by each of his employees upon work covered by this Agreement, provided, however, that the Trustees shall have authority to reduce or increase, from time to time, the amount of such contributions. Any such modification of contribution rate shall be made effective only on ninety (90) days notice. Any required modification of specified contribution rates in the Agreement shall be diverted from the established wage rate. Said Trust Fund shall be administered in accordance with the terms and provisions of a Trust Agreement dated October 10, 1961, negotiated by the Union and the Association, and any amendment or amendments which may hereafter be made thereto.
128. Local 16 and WICA understand the need for rigorous and continuous training to meet the industry challenges. In order to develop a national curriculum that will provide training manuals, materials and classroom equipment in the development and assistance of local apprentice programs a maximum of Five Cents (\$0.05) per hour worked shall be deducted from the above contribution rate of Forty Five Cents (\$0.45) and contributed to the International Insulation Industry Apprenticeship Training Fund. Any administrative costs associated with this International contribution shall be borne from this Five Cent (\$0.05) contribution.

129. The Individual Employer agrees to be bound by all of the terms and provisions of the Trust Agreements referred to in Sections 116 through 128, and any amendment or amendments thereto, whether signatory thereto or not.

### **Pension Fund**

130. The Individual Employer shall pay to the Western States Allied Pension Fund the sum of Five Dollars and Six Cents (\$6.66) - (\$2.10 to the Individual Account Plan and \$4.56 to the Defined Benefit Plan) per hour for each hour worked by each of his mechanics, on work covered by this Agreement, subject to Appendix A attached hereto.
131. Contribution rates for other employees covered by this Agreement shall be as stated in Article III.
132. The Employers shall pay to the Western States Allied Fund any additional amounts per hour as may be determined in accordance with Agreements between the Western States Conference of Allied Workers and Western Insulation Contractors Association provided that any additional contribution is made by an adjustment within the total cost package of the Agreement.
133. Pension payments are due on or before the 20th day of the month following the month in which the work was performed and each monthly payment shall include payments for all payroll periods which ended during the previous month.
134. The failure to make the pension payments herein required shall not be subject to the grievance or arbitration procedure provided for in this Agreement and it shall not be a violation of any provision of any collective bargaining agreement, including any no strike or stoppage provision, for the Local Union to refuse to man any job or to withdraw employees from the job or jobs of a delinquent Employer.
135. The undersigned Employer accepts a true copy of the Agreement and Declaration of Trust dated November 20, 1959, as amended and restated August 1, 1998, which is made a part thereof.
136. It is understood and agreed that the Employer, by its signature to this Agreement, accepts the terms and provisions of the Agreement and Declaration of Trust, and shall be bound thereto and thereby upon acceptance by the Board of Trustees.
137. The Employer Trustees named in the Agreement and Declaration of Trust, and additional Employers Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, and their successors in trust, are and shall be his representatives.
138. The Employer approves and consents to the appointment of the Trustees of the said Agreement heretofore appointed and hereafter selected as provided for in said Agreement.



139. The Employer further ratifies, confirms, approves and consents to all of the acts of the said Trustees, or their duly appointed successors, heretofore or hereafter taken in the creation and administration of said Trust Agreement, including without limitation, the establishment, maintenance, modification and termination, of a pension plan, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of individual employees, and the methods of funding and paying the benefits.
140. The Employer further ratifies, confirms, approves and consents to all amendments of the said Trust Agreement that may hereafter be made by written Agreement between the Trustees and the Western States Conference of Allied Workers and the Associated Insulation Contractors of the Western States regardless of whether the undersigned Employer is a member of the Associated Insulation Contractors of the Western States.
141. This Agreement shall be binding upon and shall insure to the benefit of the heirs, successors, transferees, and assigns of the respective parties hereto.
142. The Local Union shall forthwith notify the Administration Office of the Fund of the fact and date of execution of this Agreement by an Individual Employer, such Employer's name and the name of an Employer party to a National Agreement when such Employer employs employees in the jurisdiction of a Local Union and shall submit to such office a duplicate original of such Agreement.

#### **Occupational Health and Research Fund**

143. Employers shall pay to the Western States Allied Health Fund the sum of Twelve Cents (\$0.12) per hour for each hour worked by each employee covered by this Agreement, and whatever additional amounts per hour as may be determined in accordance with Agreements between the Western States Conference of Allied Workers and the Western Insulation Contractors Association provided that any additional contribution is made by an adjustment within the total cost package of this Agreement for maintaining and/or improving disability benefits.
144. Said Trust Fund shall be administered in accordance with the Trust Agreement of the Western States Conference of Allied Workers, and the Associated Insulation Contractors of the Western States, and any amendment or amendments thereto. The Individual Employer agrees to be bound by all of the terms and conditions of said Trust Agreement and amendment, or amendments thereto.
145. The rates of contribution to the various Trust Funds as set forth in this Article are, and shall be, subject to increase during the term of this Agreement, as provided in Section 33.
146. All payments provided for in this Article shall be due and payable monthly on or before the 20th day of each calendar month for all work performed in the preceding month. In respect to all such payments, time is of the essence. The parties hereto recognize and acknowledge that the prompt payments of amounts due by the Employer pursuant to these sections are essential to the maintenance in effect of the various funds and plans involved, and that it would be extremely difficult if not impractical to fix the actual expense and damage to the parties hereto and to the funds which would result from failure of an Individual Employer to make the monthly payments in full within the time provided. Therefore, it is agreed that

the amount of damages to each said Fund and to the parties hereto resulting from any such failure shall be by way of liquidated damages, and not assessment or penalty, the sum of Twenty Five Dollars (\$25.00) for each such failure to pay in full within such time limits provided, or 20% of the amounts due and unpaid, whichever is the greater, which said amount or amounts of liquidated damages shall become due and payable to the Funds at their respective principal offices, upon the day immediately following the date on which the Employer became delinquent and shall be added to and become a part of amount or amounts due and unpaid and the whole thereof shall bear interest at the rate of 7% per annum until paid.

147. If any Individual Employer defaults in any of the payments provided for in this Article, then in addition to the amount or amounts due and the liquidated damages provided herein, there shall be added to the obligation to the Employer who is in default, in each case, all reasonable expenses incurred by the Administrators of the separate funds or by any party hereto, in collection of the same, any including but not limited to, in case suit be brought, reasonable attorney's fees, accounting costs and court costs.
148. In addition to the foregoing, it shall not be a violation of this collective bargaining agreement for the Union to refuse to man any job, or withdraw employees from the job or jobs, of the delinquent Individual Employer, or otherwise take concerted actions against such Individual Employer.

#### **Check-off Union Dues or Service Charges**

149. The Employer will deduct from the hourly wages of each employee who individually and voluntarily authorizes the Employers signatory to this Agreement, in writing, to make such deductions, such amount per hour worked by the Employee as is designated in the Employee's authorization as Union membership dues or equivalent service charges. Such deductions shall be made in accordance with the following provisions.
150. Such deductions shall be made only in accordance with instructions upon authorization cards which shall be in a form supplied by the Union. In order to be effective, such authorization cards shall be delivered by the Union to a Bank designated by the Union, with copies of such cards to be submitted simultaneously to the Employers signatory to this Agreement. Such authorizations and assignments shall not be revocable for a period of more than one (1) year for their effective dates, or beyond the termination date of this Agreement, whichever occurs sooner, provided that such authorizations and assignments shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable, unless revoked by the employee within fifteen (15) days after any irrevocable period hereof. Such revocations shall be effective by written notice to both the Employer and the Union within such fifteen day period.
151. Deductions for Union membership dues or equivalent service charges shall be withheld by the Employer from the employee's weekly pay and shall be forwarded with a monthly transmittal form for deposit to the account of the Union in a Bank to be designated by the Union.

152. Such payroll deductions shall begin immediately if the employee has an authorization card on file with the Bank and a copy of the card on file with the signatory Employers, or within three (3) days subsequent to receipt by the Bank designated by the Union, and by the signatory Employers, of the authorization cards or copies thereof, provided for in Section 149.
153. The Employer's obligation to make such deductions shall terminate in the event the employee shall for any reason cease to be employee of the Employer, or upon receipt by the Employer of a written revocation by the employee of such authorization card.
154. Both the Union and the Employer shall have the right to notify employees of the provisions of this section.
155. The Bank shall retain any such original authorization cards on file until revocation of the cards and for a period of at least two (2) years thereafter.
156. The Individual Employers shall deduct for Union membership dues or equivalent service charges which shall be in the amount per hour worked as determined by Local 16. The amount of such deductions may be changed at allocation time as specified in Section 33.

**ARTICLE X**  
**Strikes and Lockouts**

157. It is mutually agreed and understood that during the period when this Agreement is in force and effect, neither the Association Chapter nor the Employers will authorize or engage in any lockout; and that the Union will not authorize any strike, slowdown or stoppage of work in any dispute, complaint or grievance arising under the provisions of this Agreement. When an Individual Employer fails to comply with an arbitrator's decision, it shall not be a violation of this Agreement if the Union withdraws or refuses to dispatch employees to such Individual Employer, under Article VII. Employees so withdrawn shall not lose their status as employees but shall not be entitled to receive any wages or other compensation during the period of their withdrawal.

**ARTICLE XI**  
**Liability of the Parties**

158. It is mutually understood and agreed that neither the Association Chapter, the Individual Employer, nor the Union shall be liable for damages caused by the acts or conduct of any individual or groups 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 had not been specifically authorized, participated in, fomented, or condoned by the Association Chapter, the Individual Employer or the Union, as the case may be.

**ARTICLE XII**  
**Employer's Membership**

159. This Agreement is made for and on behalf of, and shall be binding upon, all persons, firms or corporations that at the time of the execution of this Agreement have authorized, or during the term of this Agreement authorize, the Association to represent them, and any other Employer who may execute this Agreement or a counterpart thereof.
160. The Association represents that, upon the date of the execution of this Agreement, it represents those persons, firms or corporations whose names are listed on Appendix C, attached hereto, which is hereby made a part hereof, and said persons, firms or corporations so listed have duly authorized it to make this contract for and on their behalf as parties hereto. The Association shall notify the Union in writing of any changes to Appendix C within thirty (30) days of said changes.
161. This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

**ARTICLE XIII**  
**Severability**

162. It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any of the 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 this Agreement shall remain in full force and effect, unless the parts so found to be voided are wholly inseparable from the remaining portion of this Agreement. 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 negotiate and execute lawful substitutes therefor.

**ARTICLE XIV**  
**Grievance Procedure**

163. Grievances of the Union or the Employer, arising out of the interpretation or enforcement of this Agreement shall be settled by the Employer directly involved and the representative of the Union.
164. To be valid, grievances must be reduced to writing (with the grieved Article and Section of the contract specified and the desired remedy) and filed by certified mail, faxed, or hand delivered to the Union and the Employer within fifteen (15) working days of the date of the alleged violation giving rise thereto. The parties shall meet and in the event that the representatives from each side are not able to reach an agreement by the tenth (10th) working day after receiving notification, the grievance may be referred, within 15 working days, to a mutually agreed upon arbitrator for final and binding arbitration.
165. The parties will request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Union and the Employer striking one (1) name from the list in turn until only one (1) name remains. The arbitrator's decision shall be submitted in writing

within 30 days and shall be final and binding. The expense of the arbitrator, court reporter and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne by the losing party involved. The arbitrator's decisions shall be confined to the question posed by the grievance and the arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

166. Grievances relating to Employers not signatory to this Agreement and bound to other Agreements and/or under the International Association of Heat and Frost Insulators and Asbestos Workers in order to be valid, the grievances must be reduced to writing (with the grieved Article and Section of the contract specified and the desired remedy) and filed by certified mail, faxed, or hand delivered to the Union and the Employer within fifteen (15) working days of the alleged violation or of the aggrieved party's discovery of the alleged violation whichever is later.

#### **ARTICLE XV**

##### **Joint Apprenticeship and Training Committee**

167. The parties hereto acknowledge that on October 14, 1981, Apprenticeship Standards of the Northern California Heat and Frost Insulators and Allied Workers Joint Apprenticeship Committee together with addendum's thereto were agreed upon and subsequently approved by the Department of Industrial Relations, Division of Apprenticeship Standard on November 24, 1981. Said Apprenticeship Standards and any addendum's thereto or revisions thereof are hereby incorporated herein and made a part of this Agreement.
168. Notwithstanding any other provision in this Agreement, any dispute regarding the application of the rules and regulations of the Apprenticeship Standards shall be resolved solely by the JATC in accordance with the rules contained in said Standards and shall not be subject to the provisions of Article XIV.

#### **ARTICLE XVI**

##### **Affirmative Action Committee**

169. Within sixty (60) days after the execution of this Agreement the Association shall appoint three (3) representatives and the Union shall appoint three (3) representatives as members of the Affirmative Action Committee for the Insulation Industry of Northern California.
170. The Committee shall meet, select their officers and establish an Affirmative Action Program to assure members of minority groups of equal opportunity for employment in the Insulation Industry of Northern California.
171. The Committee will meet regularly to review the Affirmative Action Program established under this Agreement, evaluate the progress made under the Program and will review methods of implementing additional and new programs.
172. The Committee will establish communication with leaders of local interested public and private organizations and other Affirmative Action Programs to review the possibility of integrating programs to eliminate a duplication of efforts within the Building Construction Industry.

173. The Union, the Association, and all Individual Employers party hereto shall be responsible for compliance with the requirements of any such Affirmative Action Programs and implementation of the policies established by the Committee pursuant thereto.

**ARTICLE XVII**  
**Industry Promotion Fund**

174. Each Individual Employer shall pay into Insulation Industry Promotion Trust Fund Eight Cents (\$0.08) per hour for each hour worked by each employee employed on work covered by this Agreement for Individual Employer.
175. Individual Employers agree to be and are bound by all of the terms and conditions of the Insulation Industry Promotion Trust Fund Agreement now in effect or any amendment or amendments to the said Trust Agreement to be drafted in conformance with this Article. The said Trust Agreement is hereby incorporated by reference and made a part of this Agreement.
176. Insulation Industry Promotion Trust Fund shall be administered in accordance with the aforesaid Industry Trust Fund Agreement.
177. All payments provided for in this Article shall be due and payable monthly on or before the 20th day of each calendar month for all work performed in the preceding month. The Administrator of the Trust Fund shall provide each Individual Employer with a form of report to be filled out and mailed by the Employer with his contribution to the place designated by the Administrator. Such report and contribution must be in the hands of the Administrator not later than the 20th of the month or else the Individual Employer shall be deemed and held to be delinquent in the monthly payments required by this Article. If any Individual Employer defaults in regard to the payments provided for in this Article then in addition to the amount due there shall be added to the obligation of the Individual Employer, who is in default, interest at the rate of seven percent (7%) per annum until paid, reasonable attorney's fees for collection of same, accounting costs and court costs.
178. Insulation Industry Promotion Trust Fund shall be used for the purpose of promoting the interests of the insulation industry in the area covered by this Agreement. The purpose of the Fund includes promoting programs of industry education, advertising, training, administration of collective bargaining agreements, improving the technical and business skills of Employers, stabilizing and improving labor Union relations and promoting, supporting and improving the training and employment opportunities for employees. No part of these payments shall be used for any purpose opposed to the interest of the Union, any Local Union or employees covered by this Agreement.
179. The Insulation Industry Promotion Trust Fund shall be administered solely by the Employer.
180. Neither the Union nor any local Union shall be responsible for the administrations of such fund or for the collection of any of the amounts required to be made into said Fund by the Individual Employer as provided in this Article.
181. In the event that an Individual Employer elects not to pay into the Insulation Industry Promotion Trust Fund the sum of Eight Cents (\$0.08) per hour for each hour worked by

each of his employees covered by this Agreement, he shall pay into the Insulation and Asbestos Workers of Northern California and Local 16 Health and Welfare Trust Fund the sum of Eight Cents (\$0.08) per hour for each hour worked by his employees covered by this Agreement.

182. There shall be three (3) Labor-Management Dinner meetings to be held annually, with the officers of Local 16, one of which shall be devoted to maintenance only. At these meetings, a presentation shall be made as to how this Fund has promoted the Insulation Industry. These meetings shall be paid for by the Insulation Industry Promotion Trust Fund.

### **ARTICLE XVIII** **Bonding of Employers and Worker's Compensation**

183. Each Individual Employer shall post and maintain a bond, (1) to be issued by a properly qualified surety Company doing business in the State of California, or Nevada, in the amount of Thirty Thousand Dollars (\$30,000.00) for ten (10) employees or less and Sixty Thousand Dollars (\$60,000.00) for eleven (11) employees or more or (2) to deposit the equivalent of cash in an escrow account in a bank to be selected by the parties, to guarantee the payment of wages, travel expense, mileage, subsistence and any and all amounts payable to all of the Trust Funds provided for in Article IX hereof, required by the Agreement.
184. The bonding status of all Employers will be maintained on a current basis by the Health and Welfare Trustees and copies of proof of bond will be kept by Local 16 and the Trust Fund offices. The Union shall withdraw a delinquent Employer's employees upon written notification from the Trust.
185. Should an Employer allow his bond to lapse or to be canceled, that Employer and Local 16 shall be notified of such occurrence by the Trust. If a new bond or renewal of the original bond is not delivered to the Trust Office and Local 16 within ten (10) working days, a One Hundred Dollar (\$100.00) fine shall be imposed, payable to the Heat and Frost Northern California Local 16 Health and Welfare Plan. Local 16 may cover that particular Employer with a bond or shall withdraw that Employer's employees and shall not be required to dispatch any employees to such Individual Employer as otherwise required by Article VII. A new Employer will have ten (10) working days to get a bond after he has signed the Agreement, otherwise Local 16 shall withdraw his employees.
186. In the event that any Individual Employer should, during the term of this Agreement, change its Workmen's Compensation Insurance Carrier, it shall notify the Union in writing within ten (10) days of the effective date of the policy of such change, giving the name and address of the new Carrier and the effective date of change. In any event, whether or not any change in the Carrier has been made, the Individual Employer shall on, or before the 15<sup>th</sup> of January of each year, notify the Union in writing of the name of its then current Workmen's Compensation Insurance Carrier, failing which the right of the Individual Employer to request the dispatch of employees through the Employment Office of the Union shall be suspended until it has complied.

**ARTICLE XIX**  
**Amendments**

187. Except as otherwise specifically provided herein, this Agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire Agreement between the parties on any and all matters subject to collective bargaining. None of the parties shall, during the term of this Agreement, demand any change therein, nor shall any party be required to bargain with respect to any matter except as provided in Articles XIII and XVIII. Without limiting the generality of the above, all parties in their own behalf and on behalf of their respective members bound hereby, waive any right to demand of any other party any negotiating bargaining or change during the life of this Agreement with respect to pensions, retirement, health and welfare, annuity, or insurance plans, or respecting any questions of wages, hours, or any other terms or conditions of employment; provided that nothing herein shall prohibit the parties from changing the terms of this contract by mutual agreement.

**ARTICLE XX**  
**Preservation Trust Fund**

188. October 1, 1989, a Preservation Trust Fund (P.T.F.) was established and such trust will function as permitted by the Labor-Management Act of 1978.
189. The Trust will be funded by joint Employer and Union contributions, but in no event shall the contribution exceed four cents (\$0.04) (two cents from the Employer and two cents from the Union) per hour worked by employees covered by this Agreement. The initial contribution shall be one cent Union and one cent Individual Employer. The Trustees shall have the authority to change the contribution rate on the anniversary date, not to exceed the maximum listed above.
190. The Trust is established and its purpose and objectives are:
191. To improve communication between representatives of labor and management.
192. To provide employees and Employers with opportunities to study and explore new and innovative approaches to achieving organizational effectiveness.
193. To study and explore ways and means of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the area industry.
194. To expand and improve working relationships between employees and managers.



**ARTICLE XXI**  
**Uniform Drug and Alcohol Abuse Program**

195. Policy Statement: The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Association and the Union are committed to protect people and property and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, and healthy work environment for all employees, said policy only to be implemented when required by bid documents.

**Definitions:**

196. Company. The term "Company" refers to an Employer who is a party to, or bound by the terms of, a collective bargaining agreement with the Heat and Frost Insulators and Allied Workers Local 16.
197. Company Premises. The term "Company Premises" refers to the construction job site for which the Company has responsibility as well as all property, facilities, land, buildings, structures, automobiles, trucks, and other vehicles owned, leased or used by the Company.
198. Prohibited Substances. The term "Prohibited Substances" refers to any drug the possession of which is prohibited by law.
199. Employee. The term "Employee" refers to a person employed by the Company and represented by the Union.
200. Accident. The term "Accident" refers to injury to a person or damage to property to which an employee's conduct contributed directly or indirectly.
201. Reasonable cause. The term "Reasonable Cause" refers to erratic behavior, such as noticeable imbalance, incoherence, and disorientation, or other incidents or circumstances that would lead one reasonably to conclude that an individual was impaired by drugs or alcohol.
202. Union. The term "Union" refers to the Heat and Frost Insulators and Allied Workers Local 16 representing the Employees employed by the Company.

**Confidentially:**

203. All parties to this program have only the interest of employees in mind, and, therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept the assistance of the parties in combating the problem. An employee assistance program will provide guidance and protection for such an employee during the period of recovery. If an employee volunteers for help, the Company will make every reasonable effort to return the employee to work upon recovery. The Company will also assure that information regarding the substance abuse problem of any employee that volunteers for help will remain confidential.

204. All action taken and information obtained pursuant to this policy will remain confidential. Such information will not be disclosed to anyone outside the Company. All test results and related records must be kept confidential. The laboratory or other facility conducting a test for the presence of illegal drugs or alcohol shall not reveal any information to anyone other than the Company, the Union and the employee and shall not reveal to the Company or the Union any information unrelated to determining whether the tested employee was impaired by illegal drugs or alcohol.
205. When a test is required, the specimen will be identified by a code number, not by a name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamperproof. The donor must witness this procedure.
206. Any employee submitting to a drug or alcohol test shall have all test results and related records supplied to the employee upon written request and release by the employee within fifteen (15) days of the final test results.

**Rules, Disciplinary Actions & Grievance Procedures:**

207. Rules. Each employee must report to work in a physical condition that will enable him to perform his job in a safe and efficient manner. Employees shall not use, possess, dispense, or receive prohibited substances or alcoholic beverages on or at the job site.
208. Discipline. When the Company has reasonable cause to believe that an employee is impaired by a prohibited substance or by an alcoholic beverage, the employee may be suspended, for reasons of safety, until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:
209. Applicants testing positive for prohibited substances will not be hired.
210. Employees who have not volunteered for an employee assistance program and who test positive will be subject to termination.
211. If reasonable cause exists, an employee must submit to a drug and alcohol test, if the Company requests him to do so, and an employee who refuses to do so will be subject to termination.
212. Employees found in possession of prohibited substances will be subject to termination.
213. Employees found selling or distributing drugs will be subject to termination.
214. Employees found to be under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.
215. Prescription Drugs: Employees using prescription medication that may impair the performance of job duties, by affecting either mental or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all employees, the Company will consult with the employee and his physician to determine if a reassignment of duties is necessary. The Company will attempt to accommodate the needs of the

employee by making an appropriate assignment. If, however, a reassignment is not possible, the employee will be placed on temporary medical leave until determined to be fit for duty by the prescribing physician.

216. Grievances: All aspects of this program will be subject to the grievance and arbitration procedure of the applicable collective bargaining agreement between the Union and the Company.

**Drug and Alcohol Testing:**

217. The Company and the Union agree that employees may be required to submit to drug and alcohol testing under the following circumstances.
218. The Company may require job applicants to submit to a drug and alcohol test. Prehire employees who do not test positive will be paid \$50.00 in reimbursed travel expenses to complete the drug test upon his employment. It is understood that all applicants must pass a test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees. The Company will make all reasonable effort to minimize the time involved in drug testing.
219. The Company may require an employee to submit to a drug or alcohol test if a supervisor has reasonable cause to believe that the employee is impaired at work by a prohibited substance or an alcoholic beverage.
220. The Company may require an employee to submit to a drug and alcohol test if the employee is involved in a workplace accident.
221. The Company may require an employee to submit to a drug and alcohol test for a two year period as part of a follow up to counseling or rehabilitation for substance abuse.
222. Drug and alcohol testing will be conducted by an independent laboratory accredited by the National Institute on Drug Abuse or the College of American Pathology.
223. A test will be considered positive for a drug if the level detected meets or exceeds the cutoff level established for that drug by the Mandatory Guidelines for Federal Workplace Drug Testing Programs. A test will be considered positive for alcohol if it shows a blood alcohol level that is sufficient to demonstrate alcohol intoxication under applicable state law.
224. Urine samples shall be separated into two containers at the time of donation. One portion of the original urine sample shall be kept secure and chemically stable and made available for verification of laboratory testing results. An employee whose urine sample produces a positive result shall have the right to have his sample retested, at his expense, at an accredited laboratory of his choice. If the retesting produces a negative result, the result of the initial test shall be deemed negative as well.
225. The handling and transportation of each specimen will be documented in a manner that properly establishes the chain of custody.

226. Any initially positive result will be confirmed by a gas chromatography mass spectrometry (GC/MS) test. Unless an initially positive result is confirmed by a GC/MS test, it shall be deemed negative and reported as such by the laboratory or other testing facility.
227. All employees will have the right to discuss and explain the results of their tests with a Medical Referral Officer and an appropriate representative of the Company, including the right to advise the Company of any medication prescribed by his physician, or of any other circumstances, that may have affected the test results.
228. No employee shall be required to sign any waiver forfeiting any rights or limiting the liability of the Company, the owner, or any other person or entity connected with the performance of drug or alcohol tests.
229. The Company will bear all costs of all testing procedures.

**Rehabilitation and Employee Assistance Program:**

230. Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies the Company that he may have a substance abuse problem, the Company will assist in locating a suitable employee assistance program for treatment and, will counsel the employee regarding medical benefits available under the Health and Welfare Fund established by the collective bargaining agreement.
231. If treatment necessitates time away from work, the Company shall provide for the employee an unpaid leave of absence to permit participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his former employment status, if work for which he qualifies exists.
232. Employees returning to work after successfully completing the rehabilitation program may be required to submit to drug tests, without prior notice, for a period of two years. A positive result on such a test may lead to discipline as described in this program.

**No Discrimination:**

233. This program will be applied only to accomplish the policy set forth in Section 195 and will not be used to discriminate against or harass any Employee.

**ARTICLE XXII  
Term of Agreement**

234. This Agreement shall be effective as of the first day of August, 2010, and shall continue in full force and effect for a period of three (3) years to and including midnight of the 31st day of July, 2013, and from year to year thereafter unless either party gives written notice to the other no more than ninety (90) days and no less than sixty (60) days prior to the first day of August, 2013, or any anniversary thereof of its desire to modify or terminate the same.

WITNESS WHEREOF the parties hereto have executed this Agreement as evidenced below.

**Western Insulation Contractors Association,  
Northern California Chapter, Inc.**

\_\_\_\_\_  
Scott Strawbridge, Executive Secretary N.C.C.W.I.C.A.

\_\_\_\_\_  
Date

WICA Committee members:

Frank Rodgers, F. Rodgers Specialty Contractors  
Shahram Ameli, Bayside Insulation  
Eric Sarmento, Farwest Contracting  
Adam Polkinghorne, Performance Contracting, Inc.

**International Association of Heat and Frost Insulators  
and Allied Workers Local 16**

\_\_\_\_\_  
Steve Steele, Business Manager

\_\_\_\_\_  
Date

Local 16 Committee members:

Bill Hodges, President  
Mel Breshears, Business Agent  
Chris Greaney, Business Agent  
Rick Bartels, Committee Member

## MEMORANDUMS OF UNDERSTANDING

1. It is hereby agreed that there shall be one thousand five hundred (1,500) 8 1/2" x 11" copies of this Agreement printed. The printing shall be paid for by the Preservation Trust Fund.
2. Upon ratification of the negotiated changes, all other language in the existing Master Agreement remains the same.
3. Upon ratification, the N.C.C.W.I.C.A. will be bound by this Agreement. Effective August 1, 2010 N.C.C.W.I.C.A. members are listed in Appendix C.
4. Local 16 will extend the Supplemental Agreements. Present projects secured through Supplemental Agreements, shall be submitted in writing, including the man hours, start dates and completion dates, to the Executive Secretary of WICA and Local 16 by fax and certified mail within fourteen (14) days of July 31, 2010, or these projects will be completed under the terms and conditions of the Master Agreement.
5. Whenever the use of the masculine pronoun is used in this labor Agreement it shall also be meant to include the feminine gender.
6. Alternative Dispute Resolution - Workers Compensation Program: Upon ratification of this Agreement a committee will be appointed which will consist of the three (3) Local 16 officers and three (3) members of WICA. The intent of the committee is to research and review information about the Alternative Dispute Resolution Workers Compensation Program. If mutually agreed the plan shall be implemented.
7. The Bargaining Parties agree to specifically waive the terms of the San Francisco Sick Leave Ordinance for the duration of this Master Agreement.
8. The Union is to announce to all signatory contractors all project agreements prior to project's bidding.
9. Any dispute over Breaks as established by the State of California shall be referred to a committee of the Business Manager and the Association Director for final disposition.
10. Upon receipt of payment for the fringe benefits from each contractor, the Union is to immediately send a letter to all such contractors acknowledging payment. The acknowledgement letter is due each month without the request of the contractors.
11. The terminology of "Mechanic" within the contract shall be changed to Journeyman.
12. Retroactive pay from August 1, 2010.
13. **Jury Duty:** Employees will not be reimbursed for time lost when called for, or performing jury duty.

## **APPENDIX A**

Pages 39 through 45 refer solely to the Pension Agreements.

**DEFINED BENEFIT PLAN**

**INDIVIDUAL ACCOUNT PLAN**

**HEALTH PLAN**

All executed by the Western States Conference (\*1) Bargaining Parties and Western Insulation Contractors Association Central Labor Committee.

### **Legend:**

- \*1. Now known as Western States Conference of Insulators and Allied Workers
- \*2. Now known as Western States Insulators and Allied Workers Pension Fund
- \*3. Now known as Western States Insulators and Allied Workers Individual Account Plan
- \*4. Now known as Western States Insulators and Allied Workers Health Plan

## APPENDIX A

### MEMORANDUM OF AGREEMENT FOR THE DEFINED BENEFIT PLAN

This MEMORANDUM OF AGREEMENT made and entered into on this 21<sup>st</sup> day of April, 1992 by and between Western Insulation Contractors Association and its members hereinafter called the ("Association") and the Western States Conference and its members (hereinafter called the "Conference").

#### DEFINED BENEFIT PLAN

Section 1: The Conference and Association have agreed to a Defined Benefit Plan which operates as part of the Western States Asbestos Pension Fund (\*2) and covers all eligible members in all participating Local Unions.

Section 2: The contribution rate to the Defined Benefit Plan will be \$4.56 per hour worked by covered employees from the effective date of this agreement, and from year to year thereafter until either the Association or the Conference gives notice in writing to the other at least sixty (60) days in advance of its intent to modify, amend or to terminate this agreement.

Section 3: Appropriate representatives of the Conference and the Association shall meet as necessary to determine any changes to the contribution rate, provided for in Section 2 above as required by the Settlement Agreement dated February 27, 1992.

Section 4: The contribution rate provided for in Section 2 above shall be made within the total cost package of the collective bargaining agreements in effect between the Local Unions and the local Employers.

#### DEFINITIONS

Section 1: A Local Union is a member of the Western States Conference of Asbestos Workers (\*1) and is a construction Local Union of the International Association of Heat and Frost Insulators and Allied Workers.

Section 2: Local Employers are contractors who are members of the respective chapters chartered by the Western Insulation Contractors Association and all other independent contractors bound by collective bargaining agreements entered into by a Local Union and an Employer.



**DEFINED BENEFIT PLAN  
 AMENDMENT DATED SEPTEMBER 25, 2009  
 TO SECOND AGREEMENT TO EXTEND MEMORANDA OF UNDERSTANDING  
 AND AGREEMENT TO INCREASE CONTRIBUTIONS  
FOR DEFINED BENEFIT PLAN**

The WESTERN INSULATION CONTRACTORS ASSOCIATION CENTRAL LABOR COMMITTEE and WESTERN STATES CONFERENCE OF HEAT AND FROST INSULLATORS AND ALLIED WORKERS agree to amend the Second Agreement to Extend Memoranda of Understanding and Agreement to Increase Contributions (the "Agreement", a copy of which is attached and incorporated by reference) as follows:

The contribution to the Define Benefit Pension for the period January 1, 2010 until December 31, 2012 shall be as follows:

Begin Date	Current Hourly Contribution Rate	Wage Reallocation	Employer Contributions	New Hourly Contribution Rate
January 1, 2010	\$4.16	\$0.40	\$0.00	\$4.56
January 1, 2011	\$4.56	\$0.40	\$0.00	\$4.96
January 1, 2012	\$4.96	\$0.40	\$0.00	\$5.36

The increases shall be paid for by a reallocation and deduction from the current wage package and new employer contributions.

**DEFINED BENEFIT PLAN  
 RATIFICATION AND INCORPORATION  
 INTO LOCAL AGREEMENTS**

Section 1: This MEMORANDUM OF AGREEMENT and any amendments thereto shall become effective upon ratification of its provisions by (1) a majority vote of Local Unions in the Conference and (2) a majority vote by the Association through their respective secretaries shall give written notice to each other and the Trustees of such ratification.

Section 2: This MEMORANDUM OF AGREEMENT shall be binding by all Local Unions represented by the Conference in the negotiation of this Agreement. This MEMORANDUM OF AGREEMENT shall also be binding upon the Association, its Employer members, all chapter organizations of the Association, all Employer members of such chapters, and all Employers agreeing to be bound by the form of collective bargaining agreement negotiated between such chapters and Local Union represented by the Conference. The provisions of any local collective bargaining agreement executed between any of such Employer parties and Local Union represented by the Conference shall be void and unenforceable during the term of this MEMORANDUM OF AGREEMENT if such provisions are in any respect contrary to the provisions of this MEMORANDUM OF AGREEMENT. All such local collective bargaining agreements shall contain this MEMORANDUM OF AGREEMENT.

## APPENDIX A

### AMENDMENT DATED MARCH 28, 2011 TO MEMORANDUM OF UNDERSTANDING FOR THE INDIVIDUAL ACCOUNT PLAN

The WESTERN INSULATION CONTRACTORS ASSOCIATION CENTRAL LABOR COMMITTEE and WESTERN STATES CONFERENCE OF HEAT AND FROST INSULLATORS AND ALLIED WORKERS agree to amend the Memorandum of Understanding for the Individual Account Plan (the "Agreement", a copy of which is attached and incorporated by reference) as follows:

Section 2: The contributions to the Individual Account Plan shall be made in accordance with the following conditions:

- (a) Level<sup>1</sup> I employees shall consist of all apprentices.

Level II employees shall consist of employees who have attained Journeyman status who have performed between 1 year and 5 years of service in the industry.

Level III employees shall consist of Journeyman employees who have performed between 6 years and 15 years of service in the industry.

Level IV employees shall consist of Journeyman employees who have performed between 16 years and 19 years of service in the industry.

Level V employees shall consist of Journeyman employees who have performed 20 or more years of service in the industry.

The Union shall submit any changes no later than October 1. The Level change shall be effective the following January 1st. Level change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Western States Conference Officers and approved by the WICA Central Labor Committee. Upon notification by the Union to the Employer of an approved Level change, the Employer shall pay wage and fringe contributions at the approved Level unless and until notified by the Union of a change. In no event, however, shall a Level change be implemented except by proper notification from the Union.

The remainder of the Agreement remains unchanged and in full force and effect.

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<sup>1</sup> Previously employee Levels have been referred to as employee Classes. All references to Class shall be read to mean Level.

**INDIVIDUAL ACCOUNT PLAN  
RATIFICATION AND INCORPORATION  
INTO LOCAL AGREEMENTS**

Section 1: This MEMORANDUM OF AGREEMENT and any amendments thereto shall become effective upon ratification of its provisions by (1) a majority vote of Local Unions in the Conference and (2) a majority vote by the Association through their respective secretaries shall give written notice to each other and the Trustees of such ratification.

Section 2: This MEMORANDUM OF AGREEMENT shall be binding by all Local Unions represented by the Conference in the negotiation of this agreement. This MEMORANDUM OF AGREEMENT shall also be binding upon the Association, its Employer members, all chapter organizations of the Association, all Employer members of such chapters, and all Employers agreeing to be bound by the form of collective bargaining agreement negotiated between such chapters and Local Unions represented by the Conference. The provisions of any local collective bargaining agreement executed between any of such Employer parties and Local Unions represented by the Conference shall be void and unenforceable during the term of this MEMORANDUM OF AGREEMENT if such provisions are in any respect contrary to the provisions of this MEMORANDUM OF AGREEMENT. All such local collective bargaining agreements shall contain this MEMORANDUM OF AGREEMENT.

**DEFINITIONS**

Section 1: A Local Union is a member of the Western States Conference of Asbestos Workers (\*1) and is a construction Local Union in the International Association of Heat and Frost Insulators and Allied Workers.

Section 2: Local Employers are contractors who are members of the respective chapters chartered by the Western Insulation Contractors Association and all other independent contractors bound by collective bargaining agreements entered into by a Local Union and an Employer.

## APPENDIX A

### MEMORANDUM OF AGREEMENT FOR THE HEALTH PLAN

This MEMORANDUM OF AGREEMENT made and entered into on this 21<sup>st</sup> day of April, 1992 by and between Western Insulation Contractors Association and its members (hereinafter called the "Association") and the Western States Conference and its members (hereinafter called the "Conference").

#### HEALTH PLAN

Section 1: The Conference and Association have agreed to a Health Plan which operates as part of the Western States Asbestos Pension Fund (\*2) and covers all eligible members in all participating Local Unions.

Section 2: The contribution rate to the Health Plan will be \$0.12 per hour worked by covered employees from the date of this agreement, and from year to year thereafter until either the Association or the Conference gives notice in writing to the other at least sixty (60) days in advance of its intent to modify, amend or terminate this agreement.

Section 3: Appropriate representatives of the Conference and the Association shall meet as necessary to determine any changes to the contribution rate. If any changes are made to the Health Plan those changes shall be effective January 1<sup>st</sup> of the following year.

Section 4: The contribution rate provided for in Section 2 above shall be made within the total cost package of the collective bargaining agreements in effect between the Local Unions and the local Employers.

#### DEFINITIONS

Section 1: A Local Union is a member of the Western States Conference of Asbestos Workers (\*1) and is a construction Local Union of the International Association of Heat and Frost Insulators and Asbestos Workers.

Section 2: Local Employers are contractors who are members of the respective chapters chartered by the Western Insulation Contractors Association and all other independent contractors bound by collective bargaining agreements entered into by a Local Union and an Employer.

**HEALTH PLAN  
RATIFICATION AND INCORPORATION  
INTO LOCAL AGREEMENTS**

Section 1: This MEMORANDUM OF AGREEMENT and any amendments thereto shall become effective upon ratification of its provisions by (1) a majority vote by the Local Unions in the Conference and (2) a majority vote by the Association's authorized representative(s). The Conference and Association through their respective secretaries shall give written notice to each other and the Trustees of such ratification.

Section 2: This MEMORANDUM OF AGREEMENT shall be binding upon all Local Unions represented by the Conference in the negotiation of this agreement. This MEMORANDUM OF AGREEMENT shall also be binding upon the Association, its Employer members, all chapter organizations of the Association, all Employer members of such chapters, and all Employers agreeing to be bound by the form of collective bargaining agreement negotiated between such chapters and Local Unions represented by the Conference. The provisions of any local collective bargaining agreement executed between any of such Employer parties and Local Unions represented by the Conference shall be void and unenforceable during the term of this MEMORANDUM OF AGREEMENT if such provisions are in any respect contrary to the provisions of this MEMORANDUM OF AGREEMENT. All such local collective bargaining agreements shall contain this MEMORANDUM OF AGREEMENT.

## APPENDIX B

### ATTACHMENT PER ARTICLE II, SECTION 11

#### CODE OF WORKMANSHIP ADOPTED BY THE PRESERVATION TRUST OF

Local 16 International  
Association of Heat and Frost  
Insulators and Allied Workers

Northern California Chapter  
Western Insulation  
Contractors Association

#### PREFACE

This code is meant to be a guide to follow in the application of insulation and is to be strictly adhered to except where it is superseded by written instructions. It is intended to provide uniformity throughout the trade and to insure quality of application.

In all cases not specifically covered in this code, work shall conform to the best practices of the trade. All work shall be of pleasing appearance and symmetrical in looks. In no case is this code intended to supersede project specifications, or manufacturer recommendations for application purposes.

The quality of insulation application methods shall not be diminished because of location or accessibility of the object to be insulated.

Responsibility for adherence to this code rests with the job Foremen as well as the journeyman or apprentice who does the work. Apprentices working with the tools are to be closely supervised by a journeyman and both shall be held accountable for the deviations from this Code of Workmanship.

## CODE OF WORKMANSHIP

### 1. CHILLED WATER

- 1.1 Insulation materials installed on cold, chilled and rain drain piping shall have an exterior vapor barrier. All laps, sealing strips and punctures shall be sealed and secured with a vapor barrier mastic. If staples are used to further secure the insulation, they will be sealed over with proper mastic or adhesive.
- 1.2 If non-corrosive wire must be used to secure soft materials, a layer of tape shall be underneath to prevent the wire from penetrating the insulation.
- 1.3 If pipe covering with a self-sealing lap is used, the lap shall be rubbed hard several times with a knife or trowel to insure an effective seal.
- 1.4 Voids around irregularities shall be stuffed with an appropriate material, finished off with an appropriate jacketing.
- 1.5 Oversized covering for valves and tees may only be used if it overlaps the adjacent covering with the same thickness, but in no case less than 2 inches, and the void in the body of the fitting is filled with an insulation material. The oversize covering shall then be sealed with an appropriate vapor barrier, and/or jacket.
- 1.6 All valves, valve bonnets, fittings, air separators, pump bodies, and all irregularities must be fully insulated with appropriate material.
- 1.7 All terminations shall be finished with mastic and fab glass (binder) or an end cap used. No raw insulation material shall be exposed.
- 1.8 A minimum of 1 ½ " x ¾ " lb foil faced duct wrap shall be used for victaulic fittings with joints and laps being sealed with FSK Tape. PVC victaulic fittings shall be installed as a finish over the insulation.
  - 1.8.1 Alternative insulation may be used in inaccessible quarters such as armaflex or vinyl wrap if it is 100% sealed. Vinyl wrap shall not be considered a finished product in lieu of victaulic fittings in exposed areas, unless inaccessible.

### 2. LOW TEMPERATURE WORK (BELOW 38 DEGREES F)

- 2.1 Low temperature pipe that is in a wet or frosted condition shall not be covered except where refrigeration cannot be shut off. In such instance, at the direction of the customer, insulation may be applied. If approved, a fast drying solvent such as denatured alcohol or thinner may be used to dry piping or equipment.
- 2.2 The lateral seams shall be applied with an approved vapor barrier sealer and/or mastic on all outer layer covering that is applied on any and all cold surfaces.

- 2.3 All butt and lateral joints must be true and even and must be firmly butted together. Adhesive must be applied to all joints, all fittings included.
- 2.4 All valves, valve bonnets, fittings, air separators, pump bodies, and all irregularities must be fully insulated with the same thickness as that of the adjacent pipe covering or equipment and shall properly overlap to the same thickness. Any void in the body of the covering shall be foamed with an insulation material.
- 2.5 Molded or prefabricated fitting covers shall be applied with proper adhesive and wired or taped in place. In such cases, oversized pipe covering shall be applied to insure same thickness as that of adjacent covering and shall properly nest on it with butt lap equal to the said thickness.
- 2.6 All large sizes of piping, for which the manufacturer does not provide molded sections, shall be covered with beveled lagging, applied with approved vapor barrier sealer, and firmly secured with bands spaced not more than nine inches apart, on center.
- 2.7 When hanger brackets, etc., are attached directly to the pipe, it will be insulated for a distance of four times the thickness of the adjacent insulation, and thoroughly sealed with proper vapor barrier sealer.
- 2.8 An effectively sealed vapor barrier shall be applied over insulation used for low temp work.
- 2.9 The use of insulation cements to fill voids in low temp work shall not be permitted.
- 2.10 Where cellular insulations are used, fibrous materials will not be substituted in the fabrication of fittings and/or filler pieces.
- 2.11 When wire is used to secure soft materials, a layer of tape shall be applied underneath to prevent the wire from penetrating the insulation.
- 2.12 The use of spray foam to fill voids is permitted if the spray foam has the same insulation properties as the adjacent covering.

### **3. PIPE COVERING**

- 3.1 In addition to International requirements, the following rules shall be followed:
- 3.2 Insulation materials will be covered with some form of jacketing and all raw ends shall be covered with jacketing materials, i.e. canvas, fab glass and mastic, PVC, Alumaguard or metal. In the case of an ASJ interior finish, mastic may be used as a finished end. Under no circumstances shall any raw insulation be exposed.
- 3.3 Where all-purpose cement is used, the thickness shall be such that when dried the surface is smooth and free of lumps with no evidence of shrinkage from the adjoining covering.



- 3.4 Self-sealing laps shall be rubbed with the appropriate tool to insure fit. Laps shall be further secured with staples, and all insul-shields shall be taped.
- 3.5 Only pipe covering of the appropriate manufactured size will be applied and shall be fastened and fit securely. Oversize pipe covering may be used for electric or steam traced piping if it fits snugly and uniformly.
- 3.6 All PVC fittings will be fully insulated and have a minimum of two tacks per fitting.
- 3.7 No PVC covers shall be used on high pressure steam systems unless insulated with Thermal Insulation Wool or equivalent to the thickness of the adjacent covering.

#### **4. FINISHES**

- 4.1 When mastic is used as a finish, a reinforcing material shall be applied between two coats of the mastic. The final coat of mastic shall be brushed to a smooth finish and appearance.
- 4.2 Canvas and other cloth weave coverings shall be free of wrinkles and strings. Staples shall not be used to fasten reinforcing materials to insulation with a mastic application.
- 4.3 All cloth coverings shall be held back sufficiently from hot metal to prevent it from scorching or burning.
- 4.4 On canvas or cloth covered valves and fittings, cuts shall follow the contour of the fitting.
- 4.5 Canvas and/or cloth shall not be folded back but neatly cut.

#### **5. MARINE WORK**

- 5.1 The same rules of workmanship shall apply to marine work as to other work.
- 5.2 Insulating cloth of the appropriate weight shall be used in the fabrication of pads.
- 5.3 Pads shall be sewn with a heat resistant thread and all seams should be on the inside wherever possible. Hog rings may be used where appropriate.
- 5.4 Colored cloth shall be used for the identification of asbestos free materials.
- 5.5 The pin of the lacing anchors or bergin clips shall be bent over, not cut, when dome caps are not used.
- 5.6 All insulation to be removed shall be tested for asbestos.
- 5.7 Insulation cement shall be free of lumps and have a smooth surface after application. It shall then be covered with finish cloth. If exposed to weather it shall be covered with metal or PVC.

## 6. RUBBER

- 6.1 When rubber pipe covering is cut for any reason, the cut shall be made neatly so that when glued the edges will fit together without voids or irregularities.
- 6.2 All joints and seams are to be glued with an appropriate contact adhesive.
- 6.3 90 degree bends shall be cut from tubular pipe covering by measuring the outside arc, then the inside arc of the pipe elbow. The difference between these two measurements is cut out in the form of two V's four-fifths of the way through the pipe covering.
- 6.4 The use of templates for 90's may be used.
- 6.5 Stove pipe fittings are not allowed.
- 6.6 All work shall be free of excess adhesive.
- 6.7 Apply extruded foam plastic, i.e. Armaflex/rubber, only when surfaces (pipes, pumps, tanks, etc.) are clean, dry and unheated.
- 6.8 Do not stretch rubber. Allow full thickness of insulation to prevent loss of insulation value.
  - 6.8.1 Always use proper size material. Excessive stretching over surfaces causes straining at the joints.
  - 6.8.2 Use of mastics, sealants, tape or caulking at joints is not permitted.
  - 6.8.3 Use of adhesive shall never be used around open flame, heat or sparks. Use adhesive in well ventilated areas. An approved fume respirator is recommended.
  - 6.8.4 All rubber exposed to the weather shall be covered with a protective finish. Metal jacket, UV rated PVC jacket or Armaflex brand paint are options. Use of household or commercial paint shall not be used.

## 7. FOAMS

- 7.1 The surface to be insulated shall be suitably prepared to receive the foam.
- 7.2 The finished surface shall be rasped or otherwise shaped to a uniform appearance.
- 7.3 Foaming material will be applied to a solid mass free of voids or foreign objects.

## **8. DUCT WORK**

### **8.1 Foil-faced fiberglass blanket with vapor barrier.**

- 8.1.1 Before wrapping the flexible blanket insulation, cut out and remove two inches of insulation at the butt and lateral ends of the flexible blanket. The two-inch laps will serve as vapor barrier flaps at all joints. All insulation will be wrapped tightly and neatly to all surfaces with all joints butted accurately. A completely sealed vapor barrier envelope must be provided.
- 8.1.2 Joints of the insulation will be lapped, sealed and taped with the proper sealer to provide a completely sealed vapor barrier envelope. The tape will be applied in a straight line with equal overlap on both sides of the joint. All punctures and voids must be properly insulated and sealed.
- 8.1.3 If a self-sealing tape is used, it shall be rubbed until it is free of air pockets or openings.
- 8.1.4 No raw glass shall be visible.

### **8.2 Fiberglass blanket.**

- 8.2.1 Blanket insulation shall be cut to allow for a four-inch lateral lap and a three-inch butt lap.
- 8.2.2 It shall be placed neatly around the duct with a minimum of wrinkles.
- 8.2.3 Insulation shall be securely wired or stapled. Wire will be placed on maximum 12-inch centers. Staples shall be used to secure areas not held down by wires.
- 8.2.4 Bare duct metal should be visible only in special cases.
- 8.2.5 Butt laps on square or rectangular duct must be wired or stapled securely.
- 8.2.6 Wire, stick clips, weld pins, adhesive or other devices shall be used to eliminate sagging of insulation blankets.

### **8.3 Rigid Board Insulation.**

- 8.3.1 Rigid board insulation shall be cut accurately for the job requirements; all joints will be tightly butted. Insulation shall be cut to fit between standing seams and stiffeners and shall be secured by impaling over metal fasteners or welded pins. The excess pin length will be cut off or bent over. The washer will be set solidly into the insulation surface. All fastener and washer penetrations shall be sealed to provide a complete vapor barrier. Joints at stiffeners, standing seams and angle irons will be insulated and then will be completely sealed.

8.3.2 Where duct insulation is to be finished with a sealed canvas or paper jacket, protective angles (corner bead) shall be used in order to present a uniform finished appearance.

8.3.3 Duct insulation exposed to weather shall be installed in a way to allow a pitched or a peaked top to avoid the pooling of water.

## 9. METAL

9.1 On vertical piping and vessels "s" clips should be used while installing metal. Also, "j" clips or "u" clips should be used to hold bands on all vessels. The "j" or "u" clips shall be installed at a minimum of 6 feet apart. On 1-1/4" corrugated metal or larger, .040 SS S-clips shall be used with a minimum of two (2) clips per sheet.

9.2 Self-tapping sheet metal screws or pop rivets should be used to eliminate fish mouths.

9.3 Bands shall be no further apart than 12 inches on piping.

9.4 On vessels over 12 feet in diameter, bands shall have expansion springs.

9.5 Cutouts for manholes and larger holes on vessels shall be made from two pieces of metal.

9.6 Gores and lunes shall both be crimped and beaded. Screws and pop rivets shall be installed no further than 8 inches apart along laps.

9.7 On large corrugated sheets, the lap shall be 1 and 1/2 corrugations minimum.

9.8 Cutouts shall be within 1/8 of an inch of the surface cut out for.

9.9 All metal shall be installed for watershed.

9.10 Expansion joint sleeves shall have the bands, screws, or any other fasteners left off one end, to allow for expansion.

9.11 Caulking shall be used in a 1/4 inch bead and smoothed to a fine finish.

9.12 Flashing will be used on all heads of vertical tanks when necessary for watershed.

9.13 Chokers for bands shall be made of stainless steel wire and double tied.

9.14 No Staples shall be used on metal.

9.15 Metal shall have no exposed straight cut leading to any cutouts unless proper backing is used.

9.16 When PVC plastic covers are used with metal outdoors, they shall be coated with a protective finish. Metal elbows shall be applied so the heel is tightly lapped.

- 9.17 End caps and conicals shall be secured to the adjacent metal with screws or pop rivets at  $\frac{1}{4}$  intervals at a minimum.
- 9.18 Where screws are used to secure metal jacketing they will be installed on 6 inch centers minimum.
- 9.19 Caulking shall be used on cutouts and laps exposed to weather.
- 9.20 Metal end caps are required with metal jacketing. PVC or mastic is not to be used.

## **10. PVC (PLASTIC) JACKETING**

- 10.1 Plastic shall be fabricated and cut in the same manner as metal. Gores, end caps, and conical pieces should have crimped laps when possible. Notched laps on all end cap pieces will be acceptable in lieu of crimped laps.
- 10.2 Plastic will be welded under all laps with the appropriate glue to secure installation.
- 10.3 All edges shall be sealed for vapor barrier by running a continuous bead of glue over their entirety, thereby allowing the installation of the properly lapped plastic in either direction.
- 10.4 Caulking should be used wherever metal protrusions meet plastic.
- 10.5 Tacks shall not be used.

## **11. ASBESTOS WORK**

- 11.1 No work shall be performed without proper training and medical certification.
- 11.2 All work shall be performed according to current EPA and OSHA regulations.

## APPENDIX C

The following Individual Employers are represented by the multi-employer group Northern California Chapter, Inc. Western Insulation Contractors Association (WICA).

The following Individual Employers have authorized WICA to represent them in Collective Bargaining and are bound to this Agreement:

- Bayside Insulation.
- Farwest Insulation Contracting
- F. Rodgers Specialty Contractor, Inc.
- Performance Contracting, Inc.











# WESTERN STATES

## ARTICLES OF AGREEMENT

*between the*



*International Brotherhood of*  
**Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers & Helpers**

AFL-CIO

*and the*

**Signatory Contractors**

2007

2008

Effective October 1, ~~2004~~ through September 30, ~~2007~~

# **Western States**

## **Articles of Agreement**

between the

*International Brotherhood of*  
**Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers  
AFL-CIO**

(Herein referred to as "Union")

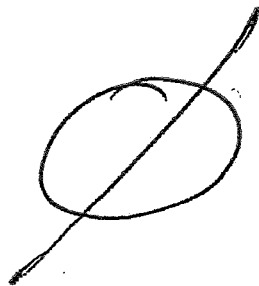
and the

**Signatory Contractors**

(Herein referred to as "Contractor")

Governing Wages and Working Conditions on All Field  
Construction Work in the States of Alaska, Arizona,  
California, Colorado, Idaho, Montana, New Mexico,  
Nevada, Oregon, Utah, Washington and Wyoming.

Effective October 1, 2004  
Terminating September 30, 2007



**WESTERN STATES**

**ARTICLES OF AGREEMENT**

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**PREAMBLE**

The parties to this Agreement agree to the following rules and regulations which shall govern the mutual relations between them.

**ARTICLE 1  
SCOPE AND PURPOSE OF AGREEMENT**

This Agreement shall apply exclusively to the States of Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah, Washington, and Wyoming; and within such area this Agreement shall apply to all of Contractor's field construction work (including construction, erection, rigging, loading, and unloading field fabrication, assembling, dismantling, and repairing performed in the field) coming under the jurisdiction of the Union.

**ARTICLE 2  
RECOGNITION**

The Contractor recognizes the Union as the sole collective bargaining agent for all of its employees employed on work covered by the scope of this Agreement.

**ARTICLE 3  
UNION SECURITY**

**ART. 3(a)** All employees performing work under terms of this Agreement must be, or

become and remain, members of the Union on the eighth (8th) day after the effective date of this Agreement as a condition of continued employment in accordance with the provisions of the National Labor Relations Act.

**ART. 3(b)** When the Contractor is notified by the Union in writing that an employee is delinquent in the payment of Union dues or has failed to make proper application and pay the initiation fee required, the Contractor shall immediately terminate such employee. Such employee shall not be re-employed by the Contractor during the life of this Agreement until notified by the Union that the employee is a member in good standing in the Union.

**ART. 3(c)** This Article shall be effective only in those states permitting Union Security.

**ART. 3(d)** In the event the parties subsequent to the signing of this Agreement, are authorized under provisions of the Labor Management Relations Act, or it is possible by reason of an amendment or repeal thereof, to enter into an agreement requiring membership in the Union as a condition of employment, or in the event it is determined by a final judgment of a court of competent jurisdiction that such authorization is unnecessary, either party may give written notice to the other of its desire to reopen the provisions of this Agreement

1 affecting Union security. In the event such  
2 notice is given, the parties shall meet within  
3 fifteen (15) days to negotiate such Union  
4 security provisions.

5  
6  
7 **ARTICLE 4**  
8 **TRADE JURISDICTION AND WORK**  
9 **CLASSIFICATION**

10 **Art. 4(a) Interpretation of Article 1 as applica-**  
11 **ble to loading and unloading.** In accordance  
12 with the Agreement reached at the settle-  
13 ment of contract negotiations in 1965, there  
14 has been submitted by International Vice  
15 President James F. Precht, the following:  
16

17 **ART. 4(b)** "It shall be within the  
18 Boilermakers' jurisdiction that the unload-  
19 ing and loading of materials which the  
20 Boilermakers are to erect; if such materials  
21 are shaken out, separated, segregated, and  
22 stored for any period of time. When said  
23 material is again loaded and unloaded on a  
24 conveyance and transported to the job for  
25 erection it shall be unloaded and erected by  
26 the Boilermakers."  
27

28 **ART. 4(c)** In joint review of the above, it was  
29 agreed that the following shall apply:  
30

31 **ART. 4(d)** The Union wishes only to protect  
32 and not to expand, its historical jurisdiction  
33 over unloading and loading of Boilermaker  
34 materials. Also, the Union's claims are not

extended to apply to material that is in trans-shipment at a transfer point.

**ART. 4(e)** The Contractor agrees that he will not sub-contract such work for the purpose of encroaching on the historical jurisdiction of the Union.

**ART. 4(f)** In the event a disagreement or dispute arises with regard to the historical jurisdiction as outlined in the Union's claim, each specific case may be processed between the Union and such Contractor involved in accordance with the governing language of the Agreement.

**ART. 4(g)** The work of the Boilermaker (Journeyman or Mechanic) shall include: Boilermaking, Welding, Acetylene Burning, Signaling, Loading, Unloading, Heating, Chipping, Caulking, Rigging, Riveting, Bucking-up, Fitting-up, Grinding, Scaffold Erecting, Reaming, Impact Machine Operating and such other work as is generally regarded as Boilermaker (Journeyman or Mechanic) work. Any employee classified as a Boilermaker shall perform any of the foregoing work of which he is capable.

**ART. 4(h)** The Union, the Contractor and Subcontractors agree that in the event any jurisdictional dispute shall arise, such dispute shall be settled in accordance with the procedures established by the Impartial

1 Jurisdictional Disputes Board for the  
2 Construction Industry (or its successor  
3 organization) without permitting the same  
4 to interfere in any way with the progress or  
5 prosecution of the work. Both parties agree  
6 to be governed by whatever decision must  
7 be rendered.

8  
9 **ART. 4(i)** When requested by the Union, the  
10 Contractor shall furnish the International  
11 office of the Union a signed letter on  
12 Company stationery, stating that  
13 Boilermakers were employed on a specific  
14 type of work on a given project.

15  
16 **ARTICLE 5**  
17 **JOB SITE CONTRACTING**

18  
19 **ART. 5(a)** No Employer shall subcontract  
20 any of the work covered by this Agreement  
21 to any Contractor, subcontractor or other  
22 person or party who does not comply with  
23 all the terms of this Agreement, including  
24 Art. 4(h), and does not stipulate in writing  
25 compliance to the applicable fringe benefit  
26 funds and the Trust Agreement or  
27 Agreements covering same.

28  
29 **ART. 5(b)** It is understood that job site sub-  
30 contracting is applicable to loading and  
31 unloading per the "Interpretation of Article  
32 1", and to a secondary field construction site  
33 established for the specific purpose of serv-  
34 icing the primary field construction site.



**ARTICLE 6**  
**REFERRAL OF MEN**

**ART. 6(a)(1)** The Contractor shall, under the terms of this Agreement, request the Union to furnish all competent, drug screened, and qualified field construction boilermakers, boilermaker apprentices, and other applicable classifications in this Agreement. Only referral applicants possessing a current MOST drug screen certification or a timely chain of custody receipt indicating that a MOST drug screen certification may be issued shall be considered available for referral and employment.

**ART. 6(a)(2)** The parties have agreed upon specific rules and procedures covering exclusive referral of workmen. These rules are published in separate booklets entitled "Uniform Referral Standards and Joint Referral Rules," and shall comply with the National Uniform Referral Standards and any revisions thereto.

**ART. 6(a)(3)** The Contractor shall hire and the Union shall refer qualified applicants on a non discriminatory basis. The Contractor and the Union shall not discriminate against any employee or applicant for employment because of age, race, sex, color, creed, nationality, membership, or non-membership in any Union. The Contractor shall have the right to determine the competency and qual-

1 ifications of its employees, including the right  
2 to require proper written evidence of qualifi-  
3 cations from the Union; the right to reject any  
4 applicant for employment who is unable to  
5 thus establish his qualifications and skill nec-  
6 essary to perform the work required or for  
7 any other bonafide reason; and the right to  
8 discharge any employee for any just and suf-  
9 ficient cause, provided, however, that no  
10 employee shall be discriminated against.  
11

12 **ART. 6(a)(4)** Due to the intermittent nature  
13 of field work it is understood that continu-  
14 ous employment by a Contractor is not bro-  
15 ken so long as the layoff between jobs does  
16 not exceed five (5) working days.

17  
18 **ART. 6(a)(5)** The Contractor, in case of an  
19 emergency occurring during the night or  
20 over a weekend, requiring immediate atten-  
21 tion, shall first contact the local Business  
22 Manager or Dispatcher, shall have the right  
23 to hire employees qualified to perform the  
24 work covered by this Agreement for a peri-  
25 od of the emergency and in the event shall  
26 notify the Union of the names of the  
27 employees and the date of their hiring. [See  
28 Article 30, Item 6.]  
29

30 **ART. 6(a)(6) Layerout.** When a Contractor calls  
31 for a layerout for field work and a referral  
32 applicant is furnished in answer to such call  
33 and performs layout work normally per-  
34 formed in the shop, the employee shall be con-

sidered a premium employee and receive the Foreman's rate while performing such work.

**ART. 6(a)(7)** When actual production or erection commences at the job site, a qualified applicant shall then be requested from the Local Union's Referral List, or an employee originally obtained from that list may be transferred from another job, to work with the Foreman and/or Assistant Foreman.

**ART. 6(a)(8)** In the event that the Union is unable to fill requisitions for applicants within forty-eight (48) hours, the Contractor may employ applicants from any other available source.

#### **ART. 6(b) Welder Qualifications**

**ART. 6(b)(1)** A welder required to take a test who has been previously tested and certified by a Contractor within the last 24 month period and any other welder who passes the test successfully, shall be paid four (4) hours pay or the time required to take the test, whichever is greater, provided that he accepts employment for the work for which he was tested. Such payment is to be made on the first payday following such employment.

**ART. 6(b)(2)** It is understood that the welder is to be placed on the payroll or released no later than the second working day following

1 the day on which he was tested. If such  
2 welder refuses employment for the work for  
3 which he was tested or if he quits for other  
4 than compelling personal reasons prior to  
5 the first payday, he shall not receive pay-  
6 ment for taking the test.  
7

8 **ART. 6(b)(3)** Welders passing a test will be  
9 furnished a copy of test papers from the  
10 Contractor or party requiring a test within  
11 30 calendar days. Welders failing tests shall  
12 maintain their place on the out-of-work list.  
13

14 **ART. 6(b)(4) Common Arc.** It remains the  
15 intention of the Western States Chairmen  
16 and Joint Negotiating Committee that the  
17 Common Arc Welder Testing Program is  
18 the program of choice for the testing of  
19 welders. Further, and consistent with  
20 National Joint Rules and Standards  
21 Committee Understandings, regarding the  
22 referral of welders under National, Area  
23 and Local Agreements, the following proce-  
24 dure will be adhered to when referring  
25 welders to worksites coming under the  
26 terms of this Agreement.  
27

28 **ART. 6(b)(4)(1)** Common Arc or current  
29 welding certification with the employing  
30 Contractor shall give welders first priority  
31 referral in the order in which their names  
32 appear on the Local out-of-work list.  
33  
34

**ART. 6(b)(4)(2)** Current welding certification with Contractors other than the employing Contractor shall give a welder second priority referral in the order in which their names appear on the Local out-of-work list.

**ART. 6(b)(4)(3)** Previously Certified or Qualified welder, who possess past certification or qualification papers, which are not current for the employing Contractor, shall be given a third priority referral in the order in which their names appear on the Local out-of-work list.

**ART. 6(c) Selectivity.** The Employer shall have the right to establish its work force as follows:

1. Foreman - By Employer (from anywhere)
2. Steward - By Local Lodge having jurisdiction
3. Foreman, Assistant Foreman, or Name Select - By Employer (from anywhere)
4. Out-of-Work List - Per Local Lodge Referral Rules
5. Foreman, Assistant Foreman, or Name Select - By Employer (from anywhere)
6. Manpower requisitions (6 through 40) will be on a four-to-one basis [four per the Local Lodge Referral Rules (slots 6, 7, 8, and 9)] and one by Employer Name Select from anywhere (slot 10). Name Selects shall be awarded in the aforementioned manner only for all manpower requisitions exceeding slots 10 through

1 40. The Employer shall ensure all General  
2 Foremen, Foremen, Assistant Foremen, and  
3 Name Selects are practical mechanics of the  
4 Boilermaker Trade. Manpower requisitions  
5 starting with slot 41 will be assigned from the  
6 "A" Out-of-Work List on a one-to-one basis  
7 (slot 41 - Local Lodge Referral Rules, slot 42 -  
8 Employer Name Select).  
9

10 **ART. 6(c)(1)** When Name Select employees  
11 are reassigned from one job to another with-  
12 in the Western States area, all reimburse-  
13 ment will be per Article 12 of this  
14 Agreement. Refusal of an employee to  
15 accept a reassignment shall not be cause for  
16 discharge or deemed to be a quit. The intent  
17 of this language is that if an employee refus-  
18 es a reassignment it is deemed to be a layoff.  
19 Layoff slip to read accordingly.  
20

21 **ART. 6(c)(2)** The Contractor shall notify the  
22 Local Union forty-eight (48) hours prior to  
23 any such reassignment of the nature and  
24 location of the job and the names of the  
25 employees to be reassigned.  
26

27 **ART. 6(c)(3) Reduction of Crew.** When reduc-  
28 ing the crew, the Contractor determines  
29 which individuals shall be laid off. However,  
30 Name Select employees shall be laid off per  
31 the same ratio allowed in a 6(c) Selectivity.  
32  
33  
34

**ARTICLE 7**  
**HOURS OF WORK**

**ART. 7(a)** The regular day shift and weekly hours shall be eight (8) hours per day, with a starting time between 6:00 a.m. and 8:00 a.m. and forty (40) hours per week, Monday to Friday, inclusive. Once the daily starting time is established by the Employer, it shall only be changed by mutual agreement with the Union.

**ART. 7(b)** When circumstances warrant, the Contractor and Business Manager may agree in writing to change the regular work week to four (4) ten-hour shifts at the regular straight time rate of pay. It being understood that all other pertinent sections of the Agreement must be adjusted accordingly.

**ART. 7(c)** A thirty minute lunch period shall be allowed beginning after the first four (4) hours worked on a scheduled shift. It is agreed that the lunch period may be changed by mutual agreement between the Contractor and a representative of the Local Union having jurisdiction of the job.

**ART. 7(d)** Work performed in unusual emergency situations during a scheduled lunch period will not be subject to the overtime rate providing such work is less than fifteen minutes. The local supervisor shall not abuse this provision.

1     **ART. 7(e)** As an exception to this Article, in  
2 weeks in which a recognized holiday falls  
3 Monday through Friday, the regular weekly  
4 hours shall be 32 hours on the day shift, 30  
5 hours on the second shift and 28 hours on  
6 the third shift for purpose of computing  
7 weekly overtime under Art. 8(a).  
8

**ARTICLE 8**  
**OVERTIME**

9  
10  
11  
12     **ART. 8(a)** Time and one half (1 1/2) hours  
13 for 1 at the straight time rate, shall be paid  
14 for work in excess of 8 hours on the first  
15 shift, 7.5 hours on the second shift, and 7  
16 hours on the third shift, or for hours worked  
17 in excess of the regular weekly hours as set  
18 forth in Articles 7 and 10, whichever results  
19 in the greater amount of overtime in the  
20 workweek of each employee.  
21

22     **ART. 8(b)** Employees who work on  
23 Saturday or Sunday without having previ-  
24 ously worked during the workweek, their  
25 full number of regular weekly hours as set  
26 forth in Articles 7 and 10 shall receive the  
27 applicable overtime rate for such Saturday  
28 or Sunday work by reason of work on those  
29 days being normally in excess of the number  
30 of regular weekly hours.  
31

32     **ART. 8(c)** Employees who work before or  
33 after regular established shift hours without  
34 also working on that day all their regular

established shift hours, shall receive the applicable overtime rate for work before or after their regular established shift hours by reason of such work being normally in excess of that performed during regular established shift hours, as set forth in Articles 7 and 10.

**ART. 8(d)** Double time shall be paid for all hours in excess of 10 hours Monday through Saturday, and for all hours on Sundays and Holidays.

**ART. 8(e)** Employees who work a total of 40 hours or less in any work week shall receive the applicable overtime rate for all hours worked in that workweek on Saturday, Sunday or a recognized holiday, or before or after their regular established shift hours.

**ART. 8(f)** Employees required to work overtime in excess of two (2) hours past the regular quitting time of their shift shall be allowed sufficient time to eat at the end of their shift without loss of pay; and if work is to continue in excess of four (4) hours thereafter, they shall be allowed sufficient time to eat without loss of pay after each four (4) hours of such work. No lunch period shall be allowed on a Contractor's time when overtime work will not exceed two (2) hours past the regular quitting time of the shift.

1 **ART. 8(f)(1)** The intent of this paragraph is  
2 that a second lunch period will be allowed  
3 without loss of pay when an employee is  
4 required to work in excess of ten (10) hours.

5  
6 **ART. 8(g)** Overtime is not to be demanded  
7 from the Employer by any workman covered  
8 by this Agreement as a condition for  
9 employment on a job.

10  
11 **ART. 8(h)** The parties recognize that  
12 employees missing work on regular scheduled  
13 hours and then working overtime  
14 hours is not in the best interest of the Trade,  
15 the Contractors, or the Client. In situations  
16 where this problem exists and the  
17 Contractor can verify by a review of work  
18 records that it has uniformly applied its  
19 absenteeism policy or rule, it may request  
20 the Business Manager (under Rule 26[b]) to  
21 negotiate a revised overtime rule and said  
22 request shall not be unreasonably denied. If  
23 the Contractor's request is denied by the  
24 Business Manager, it may appeal same to the  
25 Area International Vice President. Adoption  
26 of any such modified rule shall only apply to  
27 the job in question and shall not establish a  
28 precedent for any future jobs, nor shall same  
29 be referred to in the future by either party.

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**ARTICLE 9  
HOLIDAYS**

**ART. 9(a)** The recognized holidays are: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If the Boilermakers and those crafts servicing the Boilermakers in a Local Building Trades Council elect to observe a holiday on a date other than that observed by the State or Nation, then that elected date shall be observed as the holiday. The Contractors shall be notified at least two weeks prior to the effective date of change.

**ART. 9(b)** Upon mutual agreement between the Local Union Business Manager and the Employer Representative, Veterans Day may be changed for the day before Christmas.

**ART. 9(c)** No work shall be performed on Labor Day except for the preservation of life and property. When a holiday falls on a Saturday or Sunday, the day observed by the State or Nation shall be observed as the holiday.

**ART. 9(d)** Holidays falling on Tuesday, Wednesday, or Thursday may be observed on Monday or Friday where such is mutually agreed to between a Contractor and the Local Union involved for an individual job site.

**ARTICLE 10  
SHIFTS**

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**ART. 10(a)** A second (2nd) and/or third (3rd) shift may be established by the Contractor provided each is worked for three (3) or more consecutive days to include Saturdays, Sundays, and Holidays, if worked. When a job is to run for less than three (3) consecutive work days it will be considered a short or irregular shift work job and the second and/or third shift shall be paid for at the applicable overtime rate or an arrangement can be worked out between the Contractor and the authorized representative of the Local Lodge having jurisdiction, where and how two shifts can be worked. Subterfuge shall not be used to avoid the intent of the foregoing.

**ART. 10(b)** When established shifts are worked through Saturday, Sunday, or a Holiday, hours of work and pay shall be in accordance with the provisions of Art. 10(d) at the applicable overtime rate.

**ART. 10(c)** The regular starting time of the first or day shift shall be 8:00 a.m.; the regular starting time of the second shift shall be 4:30 p.m.; and the regular starting time of the third shift shall be 12:30 a.m. The foregoing starting times may be changed when mutually agreed to between the Contractor and representatives of the Local Union having jurisdiction of the job.

**ART. 10(d)** Where two or three shifts are worked, the first or day shift shall be established on an eight (8) hour day, forty (40) hour week basis; and the second shift shall be established on a seven-and-one-half (7-1/2) hour day, thirty-seven-and-one-half (37-1/2) hour week basis; and the third shift shall be established on a seven (7) hour day, thirty-five (35) hour week basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rates herein provided.

**ART. 10(e)** No employees shall be required to work more than one (1) shift in any twenty-four (24) hour period for straight time. The beginning of the twenty-four (24) hour period for such purpose shall be the regular starting time of the shift upon which the employee is regularly employed. An employee working continuously beyond his regular shift will continue to receive the overtime rate for hours worked until he has received an eight (8) hour break.

**ART. 10(f)** As an exception to this Article, in weeks in which a recognized holiday falls Monday through Friday, the regular weekly hours shall be 32 hours on the day shift, 30 hours on the second shift and 28 hours on the third shift for purpose of computing weekly overtime under Art. 8(a).

1 **ARTICLE 11**  
2 **MINIMUM PAY AND REPORTING TIME**  
3

4 **ART. 11(a)** Any employee starting a shift or  
5 called and reporting to work after starting  
6 time of the first period of any shift Monday  
7 through Friday, shall receive no less than  
8 two hours pay for such period. If required to  
9 continue beyond two hours, the minimum  
10 pay will be four hours or actual time  
11 worked, whichever is the greater.  
12

13 **ART. 11(b)** Any employee called and report-  
14 ing to work on Saturdays, Sundays and rec-  
15 ognized holidays, or outside of his regular  
16 shift hours not continuous with his regular  
17 assigned shift hours, or any employee  
18 reporting to work on call and not given  
19 employment, shall be paid not less than four  
20 (4) hours pay or actual time worked at the  
21 applicable overtime rate.  
22

23 **ART. 11(c)** Notwithstanding (a) and (b), other  
24 than emergency orders or in remote areas, the  
25 Contractor may require an employee who  
26 arrives late on job to start at noon or the fol-  
27 lowing day, or in the alternative, to be paid  
28 only for hours actually worked.  
29

30 **ART. 11(d)(1)** The forgoing requirements  
31 shall not be applicable where the employee  
32 is laid off by reason of bad weather, break-  
33 down of machinery or any other cause  
34 beyond the direct control of the Contractor,

in which event he shall be paid: (1) Not less than two hours pay, (2) not less than four (4) hours pay if employee starts to work, or (3) not less than eight (8) hours pay if required to work into the second half of the shift, or (4) the time required to remain on the job, if greater. Where the employee quits or lays off, payment will be made for actual time worked. In order to qualify for the pay provided for in this Article, the employee must remain on the job available for work, during the period of time for which he received pay unless released sooner by the Contractor's principal supervisor.

**ART. 11(d)(2)** If another craft working with the Boilermakers in the same crew is sent home because of unworkable conditions, the Boilermakers shall also be sent home; however, the Contractor shall have the right to work all or part of the crew subject to the four (4) and eight (8) hour minimum pay.

**ART. 11(e)** The exception to the above mentioned paragraphs of this Article shall be when an employee has been properly notified not to report. Special notification arrangements may be made by agreement between the Contractor and the Union Business Manager.

**ART. 11(f)** A Further exception to the above paragraphs will be in those instances where a civil disturbance makes it necessary to shut

1 down a project to prevent possible injury or  
2 loss of life of employees on the project. Any  
3 dispute over application of this Article shall  
4 be handled in accordance with Art. 27(a).

5  
6 **ARTICLE 12**  
7 **TRAVEL EXPENSE AND SUBSISTENCE**  
8 **(EXCEPT ALASKA, SEE ARTICLE 31)**  
9

10 **ART. 12(a)** Subsistence and travel payments  
11 provided below are intended to partially  
12 reimburse employees for expenses. Dispatch  
13 points are established as follows:  
14

15	Alaska .....	Anchorage
16	Arizona .....	Phoenix
17	California .....	Pittsburg, Los Angeles
18	Colorado .....	Denver
19	Idaho .....	Spokane, Salt Lake City
20	Montana .....	East Helena
21	Nevada ...	Pittsburg, Los Angeles, Salt Lake City
22	New Mexico .....	Albuquerque
23	Oregon .....	Portland
24	Utah .....	Salt Lake City
25	Washington .....	Seattle, Spokane, Portland
26	Wyoming .....	Denver, Salt Lake City

27  
28 **ART. 12(b)** There also will be a 40 mile free  
29 zone from Pocatello, Idaho and this free  
30 zone is understood to include work from  
31 Pocatello to and including Idaho Falls.  
32

33 **ART. 12(c)** Subsistence payments will be  
34 based on mileage from the city hall of the



dispatch city or the home address of the employee, whichever is closer to the job location. The Union agrees to show the home location on the dispatch slip, and also agrees that the Employer may ask for an independent verification of such address.

**ART. 12(d)** Subsistence payments and travel pay shall be paid as follows:

Where the job site is over 120 miles from the dispatch point, employees shall receive the IRS-allowable amount per mile for transportation between such city and the job at the beginning and conclusion of their employment. Such transportation allowance shall be paid based on the most direct main route, plus necessary bridge toll and ferry charges. Such supplementary reimbursement shall not exceed eight (8) times the regular hourly area mechanic's rate.

**ART. 12(e)** In the event an employee quits for other than immediate compelling personal reasons not reasonably foreseen at time of employment before having been in the employ of the Contractor fifteen (15) calendar days, he shall not be entitled to transportation or travel expense to the job. In the event an employee quits for other than immediate compelling reasons not reasonably foreseen at time of employment or is discharged for just and sufficient cause before having been in the employ of the Contractor sixty (60) cal-

1endar days, he shall not be entitled to return transportation or travel expense. Any dispute arising as to the proper application of this provision shall be considered as a grievance subject to handling under the grievance machinery herein provided.

**ART. 12(f)** As reimbursement for subsistence, the Contractor shall pay the employee twenty-five dollars (\$25) per day worked where the job site is more than 70 miles but less than 120 miles from the dispatch point. If over 120 miles, the daily subsistence amount shall be thirty-five dollars (\$35) per day worked.

Effective Oct. 1, 2005, the daily subsistence payment will be increased by \$2.50. Effective Oct. 1, 2006, the daily subsistence payment will be increased by an additional \$2.50.

**ART. 12(g)** Holidays, rain, breakdowns, or any reason the employees are stopped by the Contractor from working, Monday through Friday, will be considered days worked and the subsistence paid. Employees absent from work shall not be paid subsistence for the day absent. When a welder is required to take a test outside the seventy (70) mile zone they shall be reimbursed as follows provided they have demonstrated their competency by previous experience: subsistence as provided above for the day or days on which the test is taken, subsistence as provided in Art. 12(f) if applicable, and transportation and travel expense as provided in Art. 12(d).

**ART. 12(h)** An employee must work the scheduled work day before or the scheduled work day following a holiday that occurs Monday through Friday, to be entitled to subsistence for the holiday, unless excused. Excused absences will not be unreasonably denied.

**ART. 12(i)** Employees who leave the job before the end of the shift except for reason beyond their control, such as illness in family, court summons, bona fide illness, etc., shall be paid subsistence for the time actually worked unless they get the permission of a designated Contractor's representative who shall be reasonably available at a designated location. Any dispute arising under the subsistence clause shall be handled as provided in Article 27 and judged on its merits.

**ART. 12(j)** When employees are instructed to report to a job on a certain day and are not immediately placed at work, they shall be paid reporting pay for the day they report to work and the sum of thirty dollars (\$30.00) per day for each day thereafter until ordered to work or released by the Contractor, in addition to subsistence as above provided. When an employee is temporarily laid off and is requested to stand by until work is available, and if he agrees to do so, he shall be paid thirty dollars (\$30.00) for each day until returned to work or laid off, in addition to subsistence as above provided.

1 **ART. 12(k)** Where a job is located two hundred and forty (240) miles or more from the  
2 Dispatch Point, the employee will receive  
3 one additional day's subsistence at the start  
4 of his work on the job and at the conclusion  
5 of his work on the job, provided that pay-  
6 ment of such additional day's subsistence  
7 under this paragraph shall be subject to the  
8 same conditions applicable to transportation  
9 and travel expense under Art. 12(e).  
10

11  
12 **ART. 12(l)** If an employee suffering an industrial injury outside the seventy (70) mile zone  
13 does not receive compensation payments for  
14 the first seven (7) days that he is unable to  
15 work, his subsistence payments under this  
16 Article shall continue for as many days during  
17 such seven (7) day period as he is required to  
18 remain at or in the vicinity of the job site by the  
19 Contractor or by the physician in charge or by  
20 the state commission having jurisdiction. In  
21 those states where the payment of compensa-  
22 tion during such seven (7) day period is  
23 dependent upon the duration of an employ-  
24 ee's period of disability, the Contractor may  
25 delay the payments called for under this para-  
26 graph until it has been ascertained whether  
27 compensation payments will be received for  
28 some or all of such seven (7) day period.  
29

30  
31 **ART. 12(m)** The Contractor shall reimburse  
32 employees for ferry charge or bridge toll  
33 incurred daily going to and from the job.  
34

ART. 12(n) In the Seattle area, when employees travel from Seattle to Bremerton area and return by ferry, they shall be reimbursed by the Contractor for each round trip a sum equivalent to one (1) hour's pay at the regular area mechanic's rate plus ten cents (\$0.10). This situation is recognized as a case of unusual hardship to the employee and not as establishing the principle of travel expense within the seventy (70) mile zone.

ART. 12(o) Other unusual circumstances of a purely local nature shall be mutually arranged between the Contractor and the Union's Business Manager.

**ARTICLE 13  
WAGE AND BENEFIT INCREASES**

ART. 13(a) Hourly Increases. Effective Oct. 1, 2004, the hourly increase for all areas except certain counties within the jurisdiction of Local 549 shall be \$1.25. The hourly increase in the following northern California counties represented by Local 549 shall be \$1.75: Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, & Sonoma.

Effective Oct. 1, 2005, the hourly increase for all areas except New Mexico shall be \$1.10. The hourly increase for work performed in New Mexico shall be \$1.61.

Effective Oct. 1, 2006, the hourly increase for all areas except New Mexico shall be

1 \$1.15. The hourly increase for work performed in New Mexico shall be \$1.65.

2  
3 These annual increases may be allocated in  
4 whole or in part to fringe benefits at the  
5 Union's election. In order to fund increases in  
6 the cost of Health and Welfare in any contract  
7 year, there may be one or more reallocations  
8 of the increases described above. All  
9 Contractors will be notified by the Union of  
10 any allocation or reallocation of these increases  
11 sixty (60) days prior to their effective date.

12 Effective Oct. 1, 2004, the wage differentials for the Foreman and Assistant Foreman  
13 classifications shall be increased as follows:

14 Classification	15 Increase
16 Foreman	\$0.50 per hour
17 Assistant Foreman	\$0.25 per hour

18  
19 **ART. 13(b) Wage Rates, Classifications, Areas,  
20 and Contract Fringe Costs** (Effective Oct. 1, 2004).

21 The wage and fringe benefit schedules  
22 shown below reflect the allocation of the  
23 hourly increases for each area and the  
24 increases in wage differentials for the Foreman  
25 and Assistant Foreman classifications  
26 that became effective Oct. 1, 2004.

27  
28 **ARIZONA (LOCAL 627)**

29 Classification	30 Hourly Wage Rate
31 General Foreman <sup>1</sup>	
32 Foreman	\$29.11
33 Asst. Foreman	\$27.86
34 Blmkr./Blacksmith	\$26.61
35 Helper/Trainee <sup>2</sup>	

<b>Fringe Benefit</b>	<b>Hourly Contribution</b>
Health & Welfare	\$7.02
Pensions*	\$5.50
Apprenticeship	\$0.50
Annuity*	\$0.75
MOST	\$0.24
Vacation*	\$1.60

**NORTHERN CALIFORNIA (LOCAL 549)**

These wage rates apply to the following counties: Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma:

<b>Classification</b>	<b>Hourly Wage Rate</b>
General Foreman <sup>1</sup>	
Foreman	\$37.59
Asst. Foreman	\$36.34
Blmkr./Blacksmith	\$35.09
Helper/Trainee <sup>2</sup>	

These wage rates apply to all other northern California counties and applicable counties in Nevada:

<b>Classification</b>	<b>Hourly Wage Rate</b>
General Foreman <sup>1</sup>	
Foreman	\$37.09
Asst. Foreman	\$35.84
Blmkr./Blacksmith	\$34.59
Helper/Trainee <sup>2</sup>	

<b>Fringe Benefit</b>	<b>Hourly Contribution</b>
Health & Welfare	\$7.02
Pensions*	\$5.50
Apprenticeship	\$0.50
Annuity*	\$0.75

1	MOST	\$0.24
2	Vacation*	\$1.60
3		

**SOUTHERN CALIFORNIA (LOCAL 92)**

Southern California Counties: Imperial, Inyo, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, San Luis Obispo (only that portion that is within a 25-mile radius of the city of Santa Maria), and Ventura.

<b>Classification</b>	<b>Hourly Wage Rate</b>
General Foreman <sup>1</sup>	
Foreman	\$35.34
Asst. Foreman	\$34.09
Blmkr./Blacksmith	\$32.84
Helper/Trainee <sup>2</sup>	

<b>Fringe Benefit</b>	<b>Hourly Contribution</b>
Health & Welfare	\$7.02
Pensions*	\$5.50
Apprenticeship	\$0.50
Annuity*	\$2.00
MOST	\$0.24
Vacation*	\$1.60

**NORTHERN IDAHO, OREGON, WASHINGTON (LOCALS 242, 500, 502)**

Northern Idaho Counties: Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and Idaho.

<b>Classification</b>	<b>Hourly Wage Rate</b>
General Foreman <sup>1</sup>	
Foreman	\$30.60
Asst. Foreman	\$29.35
Blmkr./Blacksmith	\$28.10

Helper/Trainee <sup>2</sup>	
<b>Fringe Benefit</b>	<b>Hourly Contribution</b>
Health & Welfare	\$7.02
Pensions*	\$5.50
Apprenticeship	\$0.50
Annuity*	\$2.00
MOST	\$0.24
Vacation*	\$1.60

**NEVADA (LOCALS 549, 92, 182)**

Northern California's lesser wage rate and fringe benefit schedules for Local 549 shall apply in these counties: Carson, Churchill, Douglas, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, and Washoe.

Southern California wage rate and fringe benefit schedules for Local 92 shall apply in these counties: Clark, Esmeralda, Lincoln, and Nye.

Utah wage rate and fringe benefit schedules for Local 182 shall apply in these counties: Elko, Eureka, and White Pine.

**ALASKA (LOCAL 502)**

<b>Classification</b>	<b>Hourly Wage Rate</b>
General Foreman <sup>1</sup>	
Foreman	\$38.73
Asst. Foreman	\$36.98
Blmkr./Blacksmith	\$35.23
Helper/Trainee <sup>2</sup>	
<b>Fringe Benefit</b>	<b>Hourly Contribution</b>
Health & Welfare	\$7.02
Pensions*	\$5.50
Apprenticeship	\$0.50

1	Annuity*	\$2.00
2	MOST	\$0.24
3	Vacation*	\$1.60

**NEW MEXICO (LOCALS 4, 627)**

Local 627 has jurisdiction in San Juan County; Local 4 has jurisdiction in all other New Mexico counties.

**Classification                      Hourly Wage Rate**

9	General Foreman <sup>1</sup>	
10	Foreman	\$27.11
11	Asst. Foreman	\$25.86
12	Blmkr./Blacksmith	\$24.61
13	Helper/Trainee <sup>2</sup>	

**Fringe Benefit                      Hourly Contribution**

14	Health & Welfare	\$7.02
15	Pensions*	\$5.50
16	Apprenticeship	\$0.50
17	Annuity*	\$0.75
18	MOST	\$0.24
19	Vacation*	\$1.60

**COLORADO, SOUTHERN IDAHO,**

**UTAH, WYOMING (LOCALS 101, 182)**

**Classification                      Hourly Wage Rate**

20	General Foreman <sup>1</sup>	
21	Foreman	\$26.87
22	Asst. Foreman	\$25.62
23	Blmkr./Blacksmith	\$24.37
24	Helper/Trainee <sup>2</sup>	

**Fringe Benefit                      Hourly Contribution**

25	Health & Welfare	\$7.02
26	Pensions*	\$5.50
27	Apprenticeship	\$0.50

Annuity*	\$2.00
MOST	\$0.24
Vacation*	\$1.60

**MONTANA (LOCAL 11)**

<b>Classification</b>	<b>Hourly Wage Rate</b>
General Foreman <sup>1</sup>	
Foreman	\$27.37
Asst. Foreman	\$26.12
Blmkr./Blacksmith	\$24.87
Helper/Trainee <sup>2</sup>	
<b>Fringe Benefit</b>	<b>Hourly Contribution</b>
Health & Welfare	\$7.02
Pensions*	\$5.25
Apprenticeship	\$0.50
Annuity*	\$1.75
MOST	\$0.24
Vacation*	\$1.60

\* The Employer shall make contributions in the amounts specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

<sup>1</sup> General Foreman rate to be negotiated

<sup>2</sup> Wage to be negotiated with the Union Business Manager per Article 34

All parties are advised that when a Contractor requests employees by name, they shall indicate the classification in which the employee will work (welder, mechanic, rig-

ger, etc.). This shall include employee selectivity referrals under the NPGMA, NMA, GPPMA, and the Uniform Referral Standards and Joint Referral Rules 7.5.

**ART. 13(c) Maintenance of Benefits.** The Contractor agrees to pay a total of \$0.25 per hour for maintenance of any singular or combination of benefit funds, once per year for each year of this Agreement, when notified by the Plan Trustees that such additional monies are required.

There will be no carry forward of amounts not needed by these programs, so that the maximum increase in any year shall be \$0.25 per hour.

Five cents (\$0.05) may be used for administrative purposes at the discretion of the Joint Trustees of the Vacation Trust Fund.

**ART. 13(d) Travel Expense and Subsistence.** Effective Oct. 1, 2004 (See Art. 12; Art. 31 for Alaska).

**Travel Pay**

**Alaska:** See Art. 31(e)(1).

**All states except Alaska:** Mileage paid according to Internal Revenue Service Guidelines. [Currently \$0.375 per mile. See Art. 12(d)]

**Subsistence**

**Alaska:** \$50 per day [see Art. 31(e)(3) for rates that become effective Oct. 1, 2005 and Oct. 1, 2006].

**All states except Alaska:** \$25 or \$35 per day

[See Art. 12(f) for rates that become effective Oct. 1, 2005 and Oct. 1, 2006].

**ART. 13(e) Apprentice Rates (All Areas).**

Level	Pay %	Hours
1	70%	0-1,000
	75%	1,001-2,000
2	80%	2,001-3,000
	85%	3,001-4,000
3A	90%	4,001-5,000
3B	95%	5,001-5,999
Journeyman		6,000+

**ART. 13(f) Helper/Trainee Rates and Benefits.**

The maximum amount payable to the Helper/Trainee shall be 55 percent of the applicable mechanic's hourly rate.

**ARTICLE 14  
PAY DAY**

**ART. 14(a)** Wages shall be due and payable weekly during working hours and in no case shall more than five days pay (excluding pay day) be held back. In isolated work areas, the Employer agrees to make reasonable efforts to provide payroll advances as needed.

**ART. 14(b)** Wages shall be paid in lawful currency or by negotiable check payable on demand at par. Upon being discharged or laid off, employees shall be paid in full. With prior mutual agreement between the Local Business Manager and the Contractor, any

1 hours worked after a shift (or of an emer-  
2 gency nature) shall be paid on the next busi-  
3 ness day following such shift by express mail.  
4

5 **ART. 14(c)** A checking account shall not be  
6 closed in less than two (2) weeks after  
7 issuance of the last pay check against that  
8 account.  
9

10 **ART. 14(d)** Should an employee be required  
11 to wait for wages due him, because of the  
12 Contractor's negligence, he shall be paid for  
13 the delay at regular straight time wages  
14 (limited to eight hours per twenty-four (24)  
15 hour period.)  
16

17 **ART. 14(e)** The Contractor agrees to furnish  
18 with each weekly pay, a statement or check  
19 stub which shall show all deductions and  
20 include information regarding straight time,  
21 overtime paid and expense.  
22

23 **ART. 14(f)** Any employee who quits shall be  
24 paid off in full within seventy-two (72)  
25 hours after termination in person or by cer-  
26 tified mail to his last known address or to  
27 the Local Union having jurisdiction where  
28 the work is performed.  
29

30 **ART. 14(g)** The following is a joint interpre-  
31 tation of Art. 14(d) and (f) that is to be  
32 applied through the Western States Area:  
33

34 **ART. 14(g)(1)** Saturdays, Sundays, and holi-

days are not counted in the 72 hour period, or accumulation of pay unless such days are worked on the job the employee quit.

**ART. 14(g)(2)** The Contractor's responsibility stops at the time indicated on the receipt if the check is mailed certified.

**ART. 14(g)(3)** If the Contractor mails check certified to the last known address or to the Union within the 72 hour period, no penalty will apply.

### **ARTICLE 15 UNION REPRESENTATION AND ACCESS TO JOBS**

**ART. 15(a)** Authorized business representatives of the Local Unions shall at all times have access to jobs where the Contractors signatory to this Agreement are working, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Union representatives comply with customer's rules.

**ART. 15(b)** A Steward shall be a working journeyman who shall be selected by the Union without regard to his place on the out-of-work list and who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times.

1 **ART. 15(c)** The Union agrees that such duties  
2 shall be performed as expeditiously as possible and the Contractors agree to allow the  
3 Union Steward a reasonable amount of time  
4 for the performance of such duties. The  
5 Union shall notify the Contractor of the  
6 name of the Steward. It is recognized by the  
7 Contractor that the person named a Steward  
8 shall remain on the job as long as there is full  
9 time work which he is capable of performing. In no event shall a Contractor discriminate  
10 against a Steward, or lay him off, or discharge him, on account of the proper performance  
11 of his duties; and likewise no  
12 Steward shall cause or call a work stoppage.  
13  
14

### **ARTICLE 16 SUPERVISION**

15  
16  
17  
18  
19  
20 **ART. 16(a)** The appointment and number of  
21 General Foremen, who are practical mechanics of the trade, is the function of management.  
22

23  
24 **ART. 16(b)** The appointment and number of  
25 foremen and assistant foremen is the function of management, subject to the following  
26 qualifications:  
27

28  
29 **ART. 16(c)** All Foremen and Assistant Foremen  
30 shall be practical mechanics of the trade.  
31

32 **ART. 16(d)** Where one (1) to ten (10) men are  
33 employed on a job, one of them shall be a  
34 foreman, who may work with the tools.



**ART. 16(e)** Where more than ten (10) are employed, one shall be a foreman who shall not work with the tools, and at the discretion of the Employer, an Assistant Foreman who may work with the tools.

**ART. 16(f)** Direct orders shall be given to the men by the General Foremen, Foremen and/or Assistant Foremen.

**ART. 16(g)** The Contractor shall have the right to employ its General Foremen and foremen, who are practical mechanics of the trade, from any source. A Contractor may also request the Union by name for men to act as General Foremen and Foremen, which shall be honored without regard to the requested man's place on the out-of-work list. When additional Foremen beyond those as noted above are required, the Contractor should consider local Foremen along with Foremen from other sources.

**ARTICLE 17  
PIECE WORK, LIMITATION AND CURTAILMENT  
OF PRODUCTION**

There shall be no contract, bonus, piece, bit or task work; nor shall there be any limit on or curtailment of production. Profit Sharing or Incentive programs will be permitted when agreed to by the Local Business Manager.

**Article 18  
Bond or Escrow Requirements**

**ART. 18(a)** A surety or cash bond up to \$100,000.00 may be required to ensure payment of fringe benefits from the Contractors who have been delinquent in payments or who have not previously employed Boilermakers in the area covered by this Agreement.

**ART. 18(b)** The Union may refuse to refer men to and may withdraw men from any Contractor who has not posted a bond when required, and such refusal or withdrawal will not constitute a violation of this Agreement.

**ARTICLE 19  
HEALTH AND WELFARE**

**ART. 19(a)** The Contractor shall pay into the Boilermakers National Health & Welfare Fund the sum outlined in Article 13 for each hour worked for the Contractor by all his employees who are covered by this Agreement.

**ART. 19(b)** The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Health and Welfare Trust and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

**ARTICLE 20**  
**PENSIONS**

**ART. 20(a)** It is agreed that contributions will be paid to the Boilermaker-Blacksmith National Pension Trust as outlined in Article 13 for all hours worked for the Contractor by all employees who are covered by this Agreement.

The Employer shall make contributions in the amount specified in Article 13 for all straight-time hours worked and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

**ART. 20(b)** The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Pension Trust and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

**ARTICLE 21**  
**APPRENTICESHIP PROGRAM**

**ART. 21(a)** It is agreed that contributions will be paid to the Western States Area Apprenticeship Fund as outlined in Article 13 for all hours worked for the Contractor by all employees who are covered by this Agreement.

1 **ART. 21(b)** It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the Apprenticeship Fund will not be used to train apprentices or journeymen who will be employed by Employers in the Boilermakers Field Construction and Repair Industry who are not signatory to a collective bargaining agreement providing for contributions to the Fund. Therefore, the Trustees of the Fund are empowered to adopt and implement a scholarship loan agreement program which will require apprentices and journeymen who receive training benefits from the Fund and who are employed by signatory Employers to repay the costs of training either by service with such Employers following training, or by actual repayment of the costs of training if the individual goes to work for a non-signatory Employer in the Boilermaker Field Construction and Repair Industry. The costs of training at the National Training Center may include the reasonable value of all Fund materials, facilities and personnel utilized in training at the National Training Center.

26  
27 **ART. 21(c)** The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Apprenticeship and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

**ART. 21(d)** Both parties agree to adhere to the Boilermaker Western States Area Apprenticeship Standards.

**ART. 21(e)** One (1) apprentice to be employed on each job of five (5) to ten (10) employees unless mutually agreed by the Contractor and the Union that this is not warranted. On larger jobs, the ratio shall be one (1) apprentice to five (5) journeymen.

**ART. 21(f)** Any ratio of apprentices to journeymen greater than the above must be by mutual consent of the Contractor and Union.

**ART. 21(g)** It is understood that when apprentices are assigned to a job, the above ratios shall be applied as journeymen are referred to the job.

**ART. 21(h)** In the event that apprentices are not available in sufficient number to comply with these ratios, the Area Joint Apprenticeship Committee and the International Union will be notified and necessary steps are to be taken to increase the number of available apprentices.

**ART. 21(i)** Both parties agree that the Western States Area Apprenticeship Committee has full authority under the Agreement to:

1 **ART. 21(i)(1)** Enforce ratios for the employ  
2 ment of Apprentices on the job.  
3

4 **ART. 21(i)(2)** Transfer Apprentices within the  
5 Western States for the purpose of fulfilling  
6 the training requirements of the Standards  
7 and providing continuity of employment.  
8

9  
10 **ARTICLE 22**  
11 **ANNUITY PROGRAM**

12 **ART. 22(a)** It is agreed that contributions  
13 will be paid to the Boilermaker National  
14 Annuity Trust the sum outlined in Article 13  
15 for all straight-time hours worked, and at  
16 the applicable overtime rate for overtime  
17 hours worked by all employees covered by  
18 this Agreement.  
19

20 **ART. 22(b)** The Employer agrees to and shall  
21 be bound by the Trust Agreement creating  
22 the Boilermakers National Annuity Trust  
23 and all amendments now or hereafter  
24 approved by the Board of Trustees, said  
25 Agreement and amendments are incorpo-  
26 rated by reference and made a part of this  
27 Agreement as if affixed hereto.  
28

29 **ARTICLE 23**  
30 **MOST**

31  
32 **ART. 23(a)** The parties to this Agreement  
33 will cooperate to accomplish a drug-free  
34 environment and a safe work place. The

MOST drug screening program shall be mandatory for all Boilermakers once per calendar year. It is further agreed by the parties that drug screening during employment and pre-employment, including random and for-cause, shall be based upon the requirements of the Employer or Owner.

**ART. 23(b)** The Employer agrees to and shall be bound by the Trust Agreement, policies, and procedures creating the Mobilization, Optimization, Stabilization, and Training Program (MOST) and all amendments or revisions to policies and procedures now or hereafter approved by the Board of Trustees. Said Trust Agreement, policies, procedures, and amendments or revisions are incorporated by reference and made a part of this Agreement as if affixed hereto.

**ART. 23(c)** The contribution rate specified for MOST will be twenty-four cents (\$0.24)\* designated to MOST to fund the Boilermakers National Reserve Center, the Common Arc Welding program, and the MOST Safety and Training Program which includes drug screening.

\*One cent (\$0.01) is a voluntary contribution to the National Association of Construction Boilermaker Employers that may or may not be paid at the Employers' discretion.

1 **ART. 23(d)** The listed contribution rates will  
2 be adjusted based upon the reserve funding  
3 status of MOST as follows:

4		
5	\$0 to \$500,000	Current rate plus two
6		cents per hour worked.
7	\$500,001 to \$1,000,000	Current rate.
8	\$1,000,001 to \$2,000,000	Current rate less two
9		cents per hour worked.
10	Over \$2,000,000	Current rate less nine
11		cents per hour worked.
12		

13 **ART. 23(e)** Any increase or decrease shall be  
14 implemented on the first day of the month  
15 following notification from MOST to the Co-  
16 Chairmen of this Agreement.

17  
18 **ARTICLE 24**  
19 **VACATION TRUST**  
20

21 **ART. 24(a)** It is agreed that contributions  
22 will be paid to the Western States  
23 Construction Boilermaker Vacation Trust the  
24 sum outlined in Article 13 for all straight-  
25 time hours worked, and at the applicable  
26 overtime rate for overtime hours worked by  
27 all employees covered by this Agreement.

28  
29 **ART. 24(b)** The Employer agrees to and shall  
30 be bound by the Trust Agreement creating  
31 the Boilermakers Vacation Trust and all  
32 amendments now or hereafter approved by  
33 the Board of Trustees, said Agreement and  
34 amendments are incorporated by reference

and made a part of this Agreement as if affixed hereto.

**ART. 24(c)** The monies specified above are delayed hourly wages with taxes withheld at time of earning.

**ART. 24(d) CAMPAIGN ASSISTANCE FUND.** Campaign Assistance Fund (CAF) deductions will be handled with employees through the Western States Construction Boilermaker Vacation Trust.

**ARTICLE 25  
DUES CHECKOFF**

**ART. 25(a)** The Employer will deduct from the wage of each employee the current Union field dues and monthly membership dues as certified by the Union when authorized by the employee as herein provided.

**ART. 25(b)** Deductions shall be made only where there is in effect in the possession of the Employer a voluntary written assignment executed by the employee on a standard form furnished by the Union, and the deduction shall be remitted to the Financial Secretary of the Lodge where the work is being performed at the same time trust contributions are required to be submitted.

**ART. 25(c)** The Employer shall forward to the office of the Local Union monthly a

1 report of all hours worked by each employ  
2 ee covered by this Agreement and deduc  
3 tions made.  
4

**ARTICLE 26  
RIDER CLAUSE**

5  
6  
7  
8 **ART. 26(a)** Project Agreements negotiated by  
9 the International Union shall supersede this  
10 Agreement to the extent of any modifications  
11 or changes specifically set forth therein.  
12

13 **ART. 26(b)** The Business Manager of the  
14 Local Lodge may modify Articles of this  
15 Agreement on a specific job when, in his  
16 judgment, it is in the craft's best interest to  
17 do so. Any such agreement shall apply only  
18 to that job or project and will automatically  
19 terminate at the conclusion of the work. All  
20 changes will be reduced to writing, signed  
21 by the parties with copies to the Chairmen  
22 on the Employers and Union Negotiating  
23 Committees before the work commences.  
24

25 **ARTICLE 27**  
26 **GRIEVANCE AND ARBITRATION PROCEDURE**  
27

28 **ART. 27(a)** In order to reduce the possibili  
29 ty of disputes arising from divergent inter  
30 pretations of the provisions of this  
31 Agreement, and to thereby improve the  
32 uniformity of such interpretations to the  
33 greatest extent possible, the chairmen of  
34

the respective negotiating committees shall comprise an advisory body on contract intent which may be consulted by either party at any step of the grievance procedure and which shall be consulted before any grievance is taken to arbitration.

**ART. 27(b)** Grievances that may arise on any job covered by this Agreement shall be given consideration as follows:

**ART. 27(c)** Every grievance must be presented within five (5) working days from the date of the occurrence of the event on which the grievance is based.

**ART. 27(d)** Grievances that may arise on a job will be taken up between the Steward and the Contractor's Foremen or Agent in charge. Such grievances that cannot be settled within two (2) days shall be referred to the Business Representative of the Local Union.

**ART. 27(e)** The matter will then be taken up between the Business Representative of the Local Union and the Representative or Agent of the Contractor. If said grievance cannot be settled as provided above within the next five (5) days, it shall then be presented in writing and within the next ten (10) days shall be answered in writing. The time limits specified in this paragraph may be changed by mutual agreement.

1 **ART. 27(f)** In the event the grievance cannot  
2 be settled as above provided within thirty-  
3 two (32) days after it arises, it shall be sub-  
4 mitted in writing to the International  
5 President of the Union or his duly designat-  
6 ed representative, and an Industry  
7 Representative duly selected by the  
8 Contractor, for consideration and settlement.  
9

10 **ART. 27(g)** In the event the grievance is not  
11 settled within ten (10) days after it has been  
12 submitted in accordance with Art. 27(f), the  
13 Union or the Contractor, at any time within  
14 the next ten (10) days, may request in writ-  
15 ing that the grievance be submitted to arbi-  
16 tration; and if such request is made, the  
17 grievance shall be submitted to arbitration  
18 as hereinafter provided. Within ten (10) days  
19 following the receipt of the written request  
20 for arbitration, the parties shall meet and  
21 select an Arbitrator to hear the dispute. The  
22 hearing shall start as promptly thereafter as  
23 practicable and be conducted in an informal  
24 and "layman like" manner. The Arbitrator  
25 shall have no authority to add to or delete  
26 from the terms hereof or to impose on any  
27 party hereto, limitations or obligations not  
28 specifically provided for in this Agreement.  
29 The decision of the Arbitrator shall be ren-  
30 dered in writing and shall be final and bind-  
31 ing on both parties, provided such decision  
32 is within the terms of this Agreement.  
33  
34

**ART. 27(h)** In the event the parties fail to agree on an Arbitrator in the ten (10) day period provided above, he shall be selected from a list furnished by the Federal Mediation and Conciliation Service.

**ART. 27(i)** The expense and compensation of the Arbitrator shall be divided equally between the Contractor and the Union.

**ARTICLE 28  
SAFETY MEASURES**

**ART. 28(a)** Welders standard hoods and colored glasses accidentally broken on the job shall be replaced by the Contractor.

**ART. 28(b)** Welders, mechanics, apprentices, and helper/trainees shall be furnished suitable welding or work gloves for their protection; sleeves shall be furnished when necessary for welders' protection. Such gloves or sleeves so furnished shall be checked in and out of Employer's tool room in the same manner as tools.

**ART. 28(c)** With the exceptions of welding hoods, gloves and sleeves (covered above), the Contractor shall furnish all safety equipment required by the Contractor. When foot protection is required, the Contractor shall supply exterior toe and/or metatarsal protectors.

1     **ART. 28(d)** When a site or Owner requires  
2 steel-toed shoes, it shall be the employee's  
3 responsibility to obtain as may be required  
4 for site access.  
5

6     **ART. 28(e)** In the interest of preventing  
7 industrial injury, the immediate Contractor  
8 for whom the men are working shall comply  
9 with State and Federal safety regulations,  
10 and exert every reasonable effort to provide  
11 and maintain safe working conditions, and  
12 the Union shall encourage employees to  
13 work in a safe manner, and when safety  
14 devices are furnished, cooperate to see that  
15 employees use them.  
16

17     **ART. 28(f)** Rigging crews on all power  
18 equipment shall be composed of a sufficient  
19 number of men to handle the work involved  
20 in an efficient and safe manner.  
21

22     **ART. 28(g)** Employees required to work in  
23 any area where they are exposed to acids or  
24 caustics, shall be provided protective cloth-  
25 ing and equipment by the Contractor.  
26 Employees shall be reimbursed for personal  
27 clothing damaged or destroyed under the  
28 above conditions upon presentation of such  
29 damaged or destroyed item and for clothing  
30 damaged or destroyed by fire or natural dis-  
31 aster occurring at the job site.  
32

33     **ART. 28(h)** Where required for riggers, safety  
34 belts will be provided with a clip and bolt bag.

**ART. 28(i)** In hazardous areas, one man shall not be required to work alone where he cannot obtain assistance in case of accident.

**ART. 28(j)** When employees are required to work outside in normally unworkable weather, the Contractor shall furnish rain jackets and leg protection. The employee shall exercise reasonable responsibility for the care of the protective clothing subject to reasonable wear and tear.

**ARTICLE 29  
MEDICAL TREATMENT AND EXAMINATION**

**ART. 29(a)** An employee suffering an industrial injury who is advised not to resume work by his foreman or first aid attendant or by a physician to whom he has been referred shall be paid on his usual basis for the entire shift on which the injury occurred.

**ART. 29(b)** Likewise, there shall be no loss of pay when an employee is required by his doctor to leave the job temporarily to take subsequent treatment after an industrial injury, provided that only a minimum of time is taken and the privilege is not abused.

**ART. 29(c)** It is further agreed by the Union and the Contractor that where an employee receives a serious injury or serious illness on the job, a representative of the Contractor or the Union Steward shall accompany the

1 employee to the hospital. If the Union  
2 Steward is sent with the injured employee to  
3 the hospital, it is agreed that the Union  
4 Steward shall not suffer any loss of pay he  
5 would otherwise have received.  
6

**ARTICLE 30  
JOB NOTICE**

7  
8  
9  
10 In order to ensure the satisfactory progress  
11 of each job, the Contractor shall furnish, in  
12 writing, the Local Business Manager and the  
13 International Headquarters with the follow-  
14 ing job information as soon as possible and  
15 practical. (A pre-job conference shall satisfy  
16 the above requirement).  
17

- 18 1. Address of job site (exact street address if  
19 available)
- 20 2. Approximate starting date and duration
- 21 3. Type of job
- 22 4. Approximate manpower requirements
- 23 5. Map when necessary
- 24 6. Request emergency contact telephone num-  
25 bers of Business Manager and/or  
26 Dispatcher.

27  
28  
29  
**ARTICLE 31  
ALASKA**

30  
31 **ART. 31(a)** It is understood that this Article is  
32 in effect to accommodate conditions of work  
33 in Alaska which may differ from conditions  
34 in the other areas covered by this Agreement.  
Any item not specifically covered in this



Article will be handled in accordance with other sections of this Agreement. This Article applies to the entire state of Alaska.

**ART. 31(b) Overtime.** All overtime shall be paid for at one-and-one-half (1 1/2) times the basic scale, with the exception that time worked on Sundays and holidays and time worked in excess of ten (10) hours per shift shall be paid at two (2) times the basic scale.

**ART. 31(c)** When the Contractor is providing transportation at the beginning and at the completion of employment, or between job locations, travel time will be paid for as follows:

**ART. 31(d)** Employees will be paid for actual time spent in travel not to exceed an amount equal to eight (8) times the Boilermaker hourly wage rate per day in each twenty-four (24) hour period, while waiting for the job to open, or waiting between jobs, or when jobs are stopped on account of weather or other unavoidable circumstances, or while awaiting transportation on completion of employment.

**ART. 31(d)(1)** The above paragraph is to cover Contractor-provided transportation only.

**ART. 31(e) Travel and Subsistence.** The Union and the Contractor hereby agree that the concept of travel and subsistence payments is meant to reimburse employees, who work

1 too far from home to live at home during the  
2 course of a job or project, for travel and living  
3 costs. Travel payments will be agreed to  
4 by the Contractor and the Union as either:

5  
6 **ART. 31(e)(1)** If the employee lives 40 miles or  
7 more from the job site, he will be paid eight-  
8 een cents (\$0.18) per mile for transportation  
9 plus travel costs of thirty-eight cents (\$0.38)  
10 per mile from his home. Such costs shall be  
11 paid from the employee's home over the  
12 most direct main traveled route, or:

13  
14 **ART. 31(e)(2)** The Contractor shall provide  
15 transportation for the employee to and  
16 from the job site at the beginning and con-  
17 clusion of their employment as provided  
18 for in Art. 12(f).

19  
20 **ART. 31(e)(3)** Employees entitled to travel pay  
21 in the above paragraph shall be entitled to  
22 subsistence in the amount of fifty dollars  
23 (\$50.00) per day. (These subsistence pay-  
24 ments will be subject to applicable provisions  
25 of Article 12). The subsistence will be paid  
26 seven (7) days per week and the employee  
27 will provide his own room and board.

28 Effective Oct. 1, 2005, the daily subsistence  
29 will be increased by \$2.50.

30 Effective Oct. 1, 2006, the daily subsistence  
31 will be increased by an additional \$2.50.

32  
33 **ART. 31(e)(4)** The employee's permanent  
34 address will be considered his home for pur-

pose of determining whether or not travel and subsistence is to be paid. Any or all of the following may be used to verify the permanent home or home address:

- Current Driver's License
- Voter Registration
- Phone Listing in Phone Book
- Verification by Local Union
- Paid Utility Bills for Address Claimed
- Rent Receipts for Past 6 Months Minimum

**ART. 31(e)(5)** For the purpose of travel and subsistence, an employee's residence or home address can be changed only once per year.

**ART. 31(e)(6)** When an employee is required to take a welder's test outside of the forty (40) mile free zone from the point considered as his residence he shall be paid subsistence for the day in which he takes the test provided he passes the test and accepts immediate employment with the Employer. Once employment is accepted and the employee commences employment, subsistence shall be paid in accordance with the terms set forth above in this Article.

**ART. 31(f)** When an employee suffers an industrial injury while in a remote area, the Contractor shall furnish proper hospitalization and medical aid. If such injury or illness prevents an employee from returning to work within reasonable time or if the doctor

1 recommends, the employee shall be  
2 returned to Anchorage at the Contractor's  
3 expense. Normally this would be trans-  
4 portation as provided when hired.

5  
6 **ART. 31(g)** In isolated areas of Alaska, the  
7 Contractor will provide suitable room and  
8 board. It shall be the Contractor's responsi-  
9 bility to arrange for rooms to be kept clean  
10 and linen changed regularly. Suitable laun-  
11 dry facilities shall be made available at  
12 camp sites.

13  
14 **ART. 31(h)** When furnishing the Job Notice  
15 as provided in Article 30, the Contractor and  
16 the Union will agree prior to the Job Start  
17 whether room and board, camp facilities or  
18 subsistence will be provided in accordance  
19 with Art. 31(e) and Art. 31(g) above.

20  
21 **ART. 31(i)** Employees shall be given forty-  
22 eight (48) hours notice before layoff at job  
23 end. It is further understood on shut down  
24 or repair work the Employer shall give up to  
25 forty-eight (48) hours notice if possible.

26  
27 **ART. 31(j)** Covered transportation shall be  
28 furnished from a central pickup point if  
29 Contractor-supplied transportation to job  
30 site is provided. This daily pickup is not to  
31 be used by those paid transportation.

32  
33 **ART. 31(k)** Unusual situations of purely  
34 local nature shall be mutually arranged

between the Contractor and the Union's Business Representative.

**ART. 31(I)** It shall be the responsibility of the Contractor to make arrangements for employees to cash checks and to assume any cost incurred for said arrangements.

**ARTICLE 32  
NO STRIKE, NO LOCKOUT**

**ART. 32(a)** During the term of this Agreement there shall be no authorized strike by the Union and there shall not be any sympathy strike, slowdown, or other interruptions of work by the Union or lock-out by the Contractor, provided the Union and the Contractor abide by the provisions of the grievance machinery.

**ART. 32(b)** In the event a strike, slowdown, or other interruption of work occurs which is unauthorized by the Union, the Contractor agrees that there shall be no liability on the part of the Union, its officers or agents, provided the Union shall, as soon as possible after notification by the Contractor of a work stoppage, post notice at the job that such action is unauthorized by the Union, and promptly take steps to return its members to work.

**ART. 32(c)** The Contractor may discharge any employee for taking part in an unauthorized strike.

1 **ART. 32(d)** Notwithstanding any provision  
2 of this Article, it shall not be a violation of this  
3 Agreement for employees covered by this  
4 Agreement to refuse to cross a picket line  
5 established by any Union or the local Building  
6 Trades Council representing employees at the  
7 job if such employees are engaged in a strike  
8 which is properly sanctioned.  
9

**ARTICLE 33  
GENERAL**

10  
11  
12  
13 **ART. 33(a)** A warm, dry, clean, enclosed ven-  
14 tilated place shall be provided for the  
15 employees to keep and change their clothes.  
16 Hand cleaning material and towels shall be  
17 kept available. Fresh cold drinking water  
18 shall be made available daily.  
19

20 **ART. 33(b)** Adequate storage space which  
21 can be locked shall be provided for employ-  
22 ees' personal clothing. Employees' personal  
23 clothing stolen as a result of forcible entry  
24 into an authorized area will be replaced by  
25 the Contractor upon proof of ownership and  
26 value. There shall be no subterfuge in the  
27 application of this provision.  
28

29 **ART. 33(c)** Employees will be permitted to  
30 have coffee at their work places as long as  
31 the privilege is not abused and does not  
32 interfere with the work of others.  
33  
34

**ART. 33(d)** Employees will be at established reporting points at the beginning and end of their shift. Reporting points will be established at the tool box or at the base of the structure. In unusual situations the Contractor and the Union Business Manager shall mutually agree on reporting points.

**ART. 33(e)** Contractors shall not be restricted in the selection of kind or source of materials, supplies or equipment used in the prosecution of the work; provided that the Contractor shall make every effort to avoid the use of materials, supplies or equipment which will cause dissension.

**ART. 33(f)** On projects where Government regulations specify conditions other than those set forth in this Agreement and where the Union agrees to comply with said regulations, the Union shall notify the office of the Secretary of the Western Field Construction Negotiating Committee, which shall immediately notify all the Contractors signatory to this Agreement of whom it has knowledge.

### **ARTICLE 34 HELPER/TRAINEE**

**ART. 34(a)** Helper/Trainees shall be used on a job-by-job basis, by mutual agreement of the Local Business Manager and Employer Representative.

1 **ART. 34(b)** Helper/Trainee wage rates shall  
2 be established on a job-by-job basis by  
3 mutual agreement of the Local Business  
4 Manager and Employer Representatives.  
5 Helper/Trainee rates shall not exceed a  
6 maximum of 55 percent of the applicable  
7 mechanic's rate per hour.

8  
9 **ART. 34(c)** The Employer shall pay the listed  
10 Apprenticeship and MOST contributions on  
11 individuals working within this classifica-  
12 tion. The Employer shall also contribute  
13 \$0.25 to the Pension Trust and \$0.10 to the  
14 National Annuity Trust on individuals  
15 working within this classification. No contri-  
16 butions will be required for Health and  
17 Welfare or for the Vacation Trust.

18  
19 **ART. 34(d)** Helper/Trainee ratios to  
20 Boilermaker Mechanics will be determined  
21 on a job-by-job basis by mutual agreement of  
22 the Local Business Manager and Employer  
23 Representatives. Helper/Trainee manpower  
24 will not displace proper use or adherence to  
25 mandatory apprenticeship ratios.

26  
27 **ART. 34(e)** The Employer shall have a call-  
28 by-name preference when requesting  
29 Helper/Trainees from a lodge referral list.

30  
31 **ART. 34(f)** At no time shall the number or pool  
32 of Helper/Trainees currently working or regis-  
33 tered to a Local's out-of-work list exceed the  
34 number outlined within a Local's referral rules.

**ART. 34(g)** All Helper/Trainees are required to take the MOST Drug Screen Test at the time of their first referral and shall comply with the MOST Annual Drug Screen Requirements.

**ART. 34(h)** Helper/Trainees may be expelled from this program for violation of the Local's Referral Rules or Employer Work Rules constituting a just cause termination as determined by the Local Joint Referral Rules Committee.

**ART. 34(i)** Employers using Helper/Trainees will submit to the Local a monthly progress report for each Helper/Trainee employed. Progress reports will be submitted by the 10th day of the following month or upon termination, whichever is sooner.

**ART. 34(j)** The Local Joint Referral Rules Committee shall review the Helper/Trainee progress reports. Unfavorable reports may be cause for disciplinary action to include ineligibility to register on a Local's out-of-work list. Helper/Trainees may appeal any disciplinary action to the Local Joint Referral Rules Committee in person for final adjustment.

### **Article 35 Duration of Agreement**

**ART. 35(a)** This Agreement shall become effective Oct. 1, 2004 and shall remain in effect through Sept. 30, 2007, and from year

1 to year thereafter unless either party shall at  
2 least sixty (60) days prior to any anniversary  
3 date notify the other party in writing of any  
4 proposed changes to this Agreement. In the  
5 event such notice(s) are given the parties  
6 shall meet not later than forty-five (45) days  
7 prior to said expiration(s), shall negotiate  
8 only the proposed negotiable changes, and  
9 shall conclude the negotiations without  
10 unnecessary delay.

11  
12 **ART. 35(b)** It is understood that this  
13 Agreement is a counterpart of an agreement  
14 negotiated with the Union on an area-wide  
15 basis by a group of the Employers engaged in  
16 the Field Construction Industry in the area,  
17 who have likewise executed counterparts of  
18 this Agreement. Should such agreement, by  
19 notice given as provided above, be reopened  
20 for further negotiations, such negotiations  
21 shall be conducted on an area-wide basis by  
22 the members of industry who have executed  
23 counterparts of this Agreement.

24  
25 **ART. 35(c)** Any provision of the Agreement,  
26 its amendments or appendices, which are in  
27 contravention of any National or State law  
28 affecting all or part of the territorial limits  
29 covered by this Agreement, shall be sus-  
30 pended in operation within the territorial  
31 limits to which such law is applicable for the  
32 period during which such law is in effect.  
33 Such suspension shall not affect the opera-  
34 tion of such provisions in territories covered

by the Agreement to which the law is not applicable, nor shall it affect the operations of the remainder of the provisions of the Agreement within the territorial limits to which such law is applicable.

**ART. 35(d)** Any breach of this Agreement by a particular Contractor shall not operate as a violation of this Agreement by any other Contractor. Likewise, any breach of this Agreement by the Union to one Contractor shall not give rise to any rights of any other Contractor.

**ART. 35(e)** It is agreed that all matters subject to collective bargaining have been discussed and disposed of during the negotiations arriving at this contract, and both parties agree that there shall be no further bargaining on any matter whatsoever during the term of this Agreement except as otherwise provided for under Art. 3(d) (Union Security) and Article 26 (Rider Clause).

**ART. 35(f)** In witness whereof, the parties hereto have amended this Agreement effective Oct. 1, 2004, to supersede the Agreement that expired Sept. 30, 2004.

**ART. 35(g)** The foregoing settlement was agreed upon this date by the subcommittee named below representing the above parties and is approved and recommended.

1 **Representing the Employers:**

2  
3 Stanley R. Miller, Chairman  
4 PSF Industries, Inc.

5 Thomas A. Dillon, Secretary  
6 CMTA

7 Dean Andrisevic  
8 Babcock & Wilcox Construction  
9

10 Jerry Bennett  
11 A P Com Power, Inc.

12 Larry Jansen  
13 ARB, Inc.

14 Raymond J. Maw  
15 CBI Services, Inc.

16 David Pavlik  
17 Babcock & Wilcox Construction  
18

19 Jeff Teather  
20 Bechtel Const., Inc.  
21

22 **Representing the Union:**

23  
24 Joseph A. Stinger, Chairman  
25 International Vice President

26 Steve Eames, Secretary  
27 International Representative

28 Gary Evenson  
29 International Representative

30 Nate Begay  
31 Local 4 Business Manager Pro-Tem


32 Robert Hall  
33 Local 11 Business Manager  
34

ward J. Marquez  
Local 92 Business Manager  
Henry McCoy  
Local 101 Business Manager  
Brad John  
Local 182 Business Manager  
Marlin McCurdy  
Local 242 Business Manager  
Steve Nelson  
Local 500 Business Manager  
Randy Robbins  
Local 502 Business Manager  
Fred Fields  
Local 549 Business Manager  
Allen Meyers  
Local 627 Business Manager

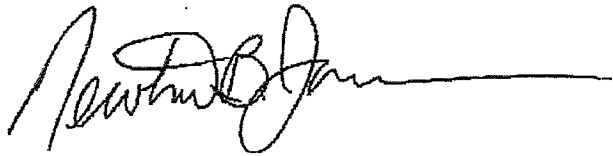
By their signatures hereto, the undersigned Employer and Union bind themselves to the Western States Agreement, in effect from Oct. 1, 2004 through Sept. 30, 2007. The parties hereto stipulate and agree to be bound by the terms and conditions of the aforesaid Labor Agreement for the duration thereof, as well as any and all extensions, modifications, and amendments thereto, and it is further stipulated and agreed hereby that they will be similarly bound by all successor agreements unless the Union or the Employer receives from the other written notice of cancellation of this Agreement at least sixty (60) days, but not more than ninety (90) days, prior to the termination of any such area agreement.

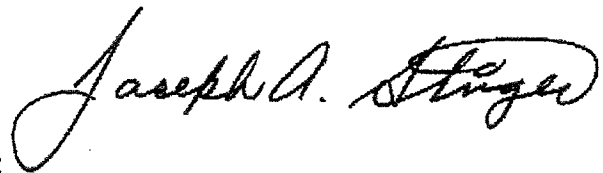
FOR THE EMPLOYER:

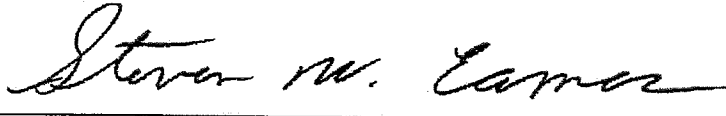
By:   
Stanley R. Miller, PSF Industries, Inc.  
Employer Chairman

By:   
Thomas A. Dillon, CMTA  
Employer Secretary

FOR THE UNION:

By:   
Newton B. Jones, International President

By:   
Joseph A. Stinger, International Vice President  
Union Chairman

By:   
Steve Eames, International Representative  
Union Secretary

## Signatory Contractors

ower, Inc. 11 Road 06095	Babcock & Wilcox Const. Co. 90 E. Tuscarawas Ave. Barberton, OH 44203	Clayburn Refractories PO Box 238 Sumas, WA 98295	Ershigs, Inc. 742 Marine Dr. Bellingham, WA 98225
stries, Inc. edge Pkwy., Ste. 200 10	The E. J. Bartells Co. 700 Powell Avenue SW Renton, WA 98055	Contractors Cargo Co. 500 S. Alameda St. Compton, CA 90221	Fraser Boiler & Ship Repair, LLC 8000 5th Avenue South Seattle, WA 98108
row Indust. Mech.) 3th St. VA 98682	Barton Malow Rigging Co., Inc. 26500 American Drive Southfield, MI 48034	Contractors Rigging & Erectors 500 S. Alameda St. Compton, CA 90221	Gear Tech Mechanical LLC 1121 Columbia Blvd. Longview, WA 98632
ustrial Réfrigeration rt Avenue V 56209	Baseline Industrial Construction, Inc. 6446 NE Portland Hwy. Portland, OR 97218	Copenhagen, Inc. PO Box 636 Tualatin, OR 97062	General Construction Co. 19472 Powder Hill Place Poulsbo, WA 98370
struction Corp.  501	Bechtel Construction Co. PO Box 193965 San Francisco, CA 94119	M. Cutter Company, Inc. PO Box 84206 Vancouver, WA 98684	Gibson Hart Co. 9701 W. 128th St. Overland Park, KS 66213
uction JO S. s, UT 84087	Big Sky Mechanical Inc. 9760 Summit Drive Missoula, MT 59808	D. K. Welding 1423 E. 29th Street Tacoma, WA 98404	Harder Mechanical PO Box 5118 Portland, OR 97208
chanical Technology, Inc. 8th St. e, WA 98606	Bragg Crane & Rigging 6251 Paramount Blvd. Long Beach, CA 90805	D.R. Mechanical Contractors 1701 Broadway, Ste. 144 Vancouver, WA 98663	Harris Tube Service 1230 W. 2600 South Woods Cross, UT 84087
tercentre Dr. , CA 92630	C & M Internal Imaging, Inc. 5746 Kirsop Rd., SW Olympia, WA 98512	DDJ Construction Welding Inc. 718 Griffin Ave., PMB 339 Enumclaw, WA 98022	Haskell Corporation PO Box 917 Bellingham, WA 98225
Mechanical, Inc. 8 Mission, KS 66201	CBI Services, Inc. 14107 South Rt. 59 Plainfield, IL 60544	Delta Industries North 504 W. Main St. Kelso, WA 98626	Hollinger Construction 1061 Industrial Way Longview, WA 98632
nt Maintenance, Inc. ena Blvd. TX 77503	CCI Mechanical, Inc. PO Box 25788 Salt Lake City, UT 84125	Delta Steel Erectors 325 W. Channel Road Benicia, CA 94510	Industrial Contractors, Inc. 701 Channel Dr., Box 5519 Bismarck, ND 58501
ibry Co., Inc. Road A 94545	Cecon Corporation PO Box 1514 Tacoma, WA 98502	Desert Fox Technical Services, Inc. 6860 W. Peoria Ave. Peoria, AZ 85345	Industrial Power Contractors, Inc. PO Box 1254 Huntington, UT 84528
		Electrical Energy Services, Inc. PO Box 1980 Farmington, NM 87499	Industrial Services Co. of the Rockies PO Box 749 Frenchtown, MT 59834



as, Inc.  
WY 82902

Tech. Inc.)  
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AK 99631

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Consulting Services Inc.  
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98021

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JK 74601

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Plaza  
38131

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3611

ns Engineers Inc.  
NW  
98001

Joint Venture  
1 Dr.  
36214

iversal Rigging, Inc.  
)  
WA 99336

Lanz Boiler Repair, Inc.  
3405 NW 38th Ave.  
Camas, WA 98607

C. R. Lewis Co., Inc.  
400 D St., Ste. 210  
Anchorage, AK 99501

Locke Equipment Sales Co.  
1917 E. Spruce  
Olathe, KS 66062

Metalworks of Montana  
109 N. California  
Missoula, MT 59801

Midwest Construction Co., Inc.  
PO Box 240  
Fox River Grove, IL 60021

Midwest Mechanical Contractors  
4550 W. 109th St., Ste 100  
Overland Park, KS 66211

Milco Constructors, Inc.  
3930-B Cherry Ave.  
Long Beach, CA 90807

Morse Construction Group  
5500 S. First Ave.  
Everett, WA 98203

Mountain Cascade, Inc.  
555 Exchange Court  
Livermore, CA 94550

Multi - Craft Installation Services  
3225 Pasadena Blvd.  
Pasadena, TX 77503

C. H. Murphy / Clark- Ullman, Inc.  
5565 N. Dolphin St.  
Portland, OR 97217

National Steel Erection, Inc.  
PO Box 1772  
Owensboro, KY 42302

Nooter Construction Co.  
1400 S. Third St.  
St. Louis, MO 63104

Northside Welding  
812 Chestnut  
Helena, MT 59601

Northwest Boiler & Repair  
E. 3815 Trent  
Spokane, WA 99202

Northwest Metal Fab. & Pipe  
6720 SW Frog Pond Ln.  
Wilsonville, OR 97070

Oregon Welding Service  
48222 SW Chantrelle  
Forest Grove, OR 97116

Pacific Petroleum, Inc.  
111 S. Spokane St.  
Seattle, WA 98134

Parsons Constructors, Inc.  
PO Box 7036  
Pasadena, CA 91109

Performance Contracting  
16047 W. 110th St.  
Lenexa, KS 66219

PIC Energy Services, Inc.  
1165 Northchase Pkwy., 4th Fl.  
Marietta, GA 30067

Pilchuck Constructors  
8301 S. 216th  
Kent, WA 98032

Plibrico Sales & Services, Inc.  
2815 North 11th Street  
Omaha, NE 68110

PMI Corporation  
PO Box 1516  
Pittsburg, CA 94565

Ponder Burner Co./Pacific Combustion  
700 S. 37th St., Ste. 101  
Washougal, WA 98671

Power Source Services, Inc.  
1995 West Haycock Lane  
Helper, UT 84526

Professional Welding, Inc.  
PO Box 279  
Show Low, AZ 85902

PSF Industries, Inc.  
65 S. Horton St.  
Seattle, WA 98134

PSI Mechanical Contractors, Inc.  
67894 Carl Rd.  
Deer Island, OR 97054

RBI Industrial, LLC  
PO Box 775  
Redmond, WA 98073

Rehmann Construction Co.  
PO Box 2009  
Garden Grove, CA 92842

Rigging International  
PO Box 4013  
Alameda, CA 94501

RMF Nooter  
915 Matzinger  
Toledo, OH 43612

Rockford Corporation  
PO Box 111706  
Anchorage, AK 99511

S- 2 Industrial, Inc.  
1919 Laura St.  
Springfield, OR 97477

Salem Furnace Co.  
100 Corporate Center Dr.  
Coraopolis, PA 15108

I Co.  
Ave.  
85009

Tachell Tank Corporation  
680 Lambert Rd.  
Cle Elum, WA 98922

any of California  
tle Dr.  
o, CA 94577

Taka Pipeline Services, Inc.  
6530 Via Del Prado  
Chino Hills, CA 91709

er Works, Inc.  
tle St.  
98108

TCB Industrial  
2955 Farrar Avenue  
Modesto, CA 95354

Kelly Const. Co., Inc.  
ensen  
rgs, CA 90670

TCI, Limited  
PO Box 74330  
Fairbanks, AK 99707

estinghouse Power Electric Corp.  
ya Trail  
32826

J. T. Thorpe Company  
6833 Kirbyville  
Houston, TX 77033

tructors, Inc.  
179  
AK 99509

Tri- State Construction, Inc.  
PO Box 3686  
Bellevue, WA 98009

h Sons Co.  
St.  
ity, UT 84116

TriCo Contracting, Inc.  
PO Box 409  
Burlington, WA 98233

mpanies, Inc.  
te St. Sedro  
A 98284

U. S. Boiler Services, Inc.  
1200 Payne Street  
Olathe, KS 66051

vice Contractors, Inc.  
21  
s, CA 93447

Union Power Constructors, Inc.  
2788 Circleport Dr.  
Erlanger, KY 41018

echanical Contractors  
191  
X 79116

United Riggers & Erectors, Inc.  
4188 Valley Blvd.  
Walnut, CA 91789

Welding Service  
1  
Y 83945

United Tank Company  
Box 26  
Southwest City, MO 64863

c./Red Samm-Joint Venture  
holomew Road  
WA 98221

University Marelich Mechanical  
24041 Amador Street  
Hayward, CA 94544

University Mechanical Contractors  
11611 49th Place W  
Mukilteo, WA 98275-4255

Webster Sleeker Welding, Inc.  
3312 Arbor Rd.  
Lakewood, CA 90712

Utility Investment Recovery  
842 Mt. Zion Church Rd.  
Casar, NC 28020

Weldtech Services, Inc.  
PO Box 50516  
Billings, MT 59105

Walashek Industrial & Marine  
6410 S. 143rd St.  
Tukwila, WA 98168

Western Combustion, LLC  
5924 203rd SW  
Lynwood, WA 98036

Ward-Schmid Company, Inc.  
PO Box 459  
Ceres, CA 95307

Western Power Service & Const.  
5620 Modesto Ave., NE  
Albuquerque, NM 87113

Wayron, Inc.  
PO Box 1059  
Longview, WA 98632

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**AGREEMENT**

**JULY 1, 2008, THROUGH APRIL 30, 2013**

**BY AND BETWEEN**

**BRICKLAYERS LOCAL UNION #3  
OF CALIFORNIA, IUBAC, AFL-CIO  
10806 Bigge Street  
San Leandro, CA 94577  
(510) 632-8781**

**AND**

**NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER  
BARGAINING ASSOCIATION  
2882 Grove Way, Castro Valley, CA 94346  
(510) 581-2776**

**&**

**MASONRY CONTRACTORS' ASSOCIATION OF CENTRAL CALIFORNIA  
3783 Duce Ave., Suite 2  
Clovis, CA 93612  
(559) 294-7294**

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## AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2008 by and between BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION No. 3 of California (hereinafter referred to as the UNION) and the NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER BARGAINING ASSOCIATION (hereinafter referred to as "NCMCMBA") and the MASONRY CONTRACTORS' ASSOCIATION OF CENTRAL CALIFORNIA (hereinafter referred to as "MCACC"). The NCMCMBA is an unincorporated association consisting of the Northern California Mason Contractors Association and the Mason and Builders Association of California Inc. (hereinafter collectively and individually referred to as "Member Associations"). The term "employer" or "employers" as used herein shall mean any employer who has designated the NCMCMBA or the MCACC as its bargaining agent and any independent employer signatory to this Agreement.

This Agreement is binding on all employers who have delegated their bargaining right to the NCMCMBA or the MCACC with the same force and effect as if this Agreement were individually signed by each employer. All employers are and continue to remain bound under this Agreement for the term of this Agreement, the term of any amendments, renewal, modifications or extensions of this Agreement.

### Labor-Management Cooperation Committee

The parties agree to establish a committee composed of equal number of representatives of labor and employers who shall meet periodically to consider methods of carrying out its purposes which shall include but not be limited to the following:

- A. To improve overall communications and disseminate pertinent information between the parties; and
- B. To coordinate legislative activities and communications with state, federal and municipal governmental agencies, elected officials and other organizations for the good and welfare of the masonry industry and
- C. To seek ways of dealing with problems of mutual concern which are detrimental to the advancement and economic development of the masonry industry; and
- D. To do what is lawfully possible to promote union masonry construction, recognizing the mutual threat of unfair competition; and
- E. To assist employers and the union achieve job site safety; and
- F. To explore joint approaches to achieving organizational effectiveness.

Labor and management will make a good faith effort to meet quarterly.

"The above agreement does not relieve Union of obligation to enforce Union agreement."

## "WITNESSETH"

WHEREAS, it is the desire of the parties hereto to formulate an Agreement which will prevent strikes and lockouts, insure peaceful adjustment and settlements of all grievances, disputes and differences which may arise between them, prevent stoppages of work and promote the dignity and stability of the building industry, it is hereby agreed between the parties as follows:

## ARTICLE I RECOGNITION, SUCCESSORS, AND ASSIGNS, GEOGRAPHIC AND TRADES JURISDICTION

### Article I Sec. 1 RECOGNITION

- A. Each employer signatory to this Agreement, whether as a member of the NCMCMBA, the MCACC or as an independent individual employer, hereby expressly acknowledges that following a request by the Union for recognition as the majority collective bargaining representative under Section 9(a) of the National Labor Relations Act, the employer has recognized the Union as the Section 9(a) majority collective bargaining representative of all of the employer's employees performing work covered by this Agreement based upon a showing by the Union of, or based upon an offer by the Union to show, evidence that a majority of the employer's employees authorize the Union to represent them in collective bargaining . Each Employer signatory to this Agreement agrees that it is establishing, or has previously established, a

collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended.

- B. All employees employed under this Agreement shall as a condition of continued employment tender dues and initiation fees in effect to the Local Union after the (7<sup>th</sup>) seventh day following such employment. In the event that any employee fails to tender the dues or initiation fees, the Union shall notify the employer and if such notice contains a request to the employer to discharge said employee within forty-eight (48) hours, said employer shall comply with the Union's request. In the event the employer refuses to discharge the employee as required, the Union shall be free to take such matter to the Joint Board.
- C. No steward, business agent, or official of the Union has the authority to alter or amend any of the provisions of this Agreement or to sanction a violation of this Agreement. No employee shall be permitted to waive any of the benefits of this Collective Bargaining Agreement. No estoppel, waiver, or consent to employment under conditions other than as specified in this Agreement may be countenanced by any party.

## **Section 2. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the heirs, successors and assigns of each party. Each of the employers bound by the terms of this Agreement agrees to promptly notify the Union in writing by registered or certified mail of any change in ownership, the addition of new members to a partnership, or the creation of any new company or corporation that will perform work described in Article I, Section 4 of this Agreement for which the employer or any of the employer's owners are owners in whole or part. In the event of failure to notify the Union, the individual or firm executing this Agreement shall continue to be individually responsible and liable for the observance of the terms and conditions of this Agreement, to the full extent permitted by law, by such firm, joint venture, corporation, individual or affiliate, until the required notices are given to the Union. Such notices may not be retroactive in effect. In interpreting the above clause, the purpose and spirit is to preclude the employer from circumventing the Agreement by the formation of joint ventures, new corporations, firms, partnerships, or any other paper transaction; provided, however, that this provision shall be interpreted and applied consistent with and no broader than the case law interpretation of the National Labor Relations Act.

## **Section 3. GEOGRAPHIC JURISDICTION**

- A. This Agreement shall apply to all work described in this Article below, within the following counties of California: 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, Santa Clara, Santa Cruz, San Mateo, San Joaquin, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, and Yuba.

## **Section 4. TRADES JURISDICTION**

- A. This Agreement covers the work performed by the Bricklayer, Stonemason, Concrete Blocklayer, and Cleaner, or any work within the scope of brick masonry, stone masonry, block masonry, or refractory and acid resistant masonry whether performed at the jobsite or prefabricated on or off the jobsite.
- B. The trade jurisdiction of this Agreement shall include all forms of construction, maintenance, repair and renovation utilizing natural or artificial brick, stone, concrete block, concrete panels, exterior marble, pre-cast masonry, terra cotta, glass block, cork, dry stack block, unit pavers, refractory materials, the installation of all forms and types of masonry panels including on site fabrication, all washing down, cleaning, water blasting or sand blasting of brick or stone work, all integral elements of masonry construction and all forms of substitute materials or building systems.
- C. The removal, replacement, repair, or in-place restoration of all materials listed above.
- D. The maintenance and repair of existing structures performed in the refractory industry, i.e. existing stacks, furnaces, glass tanks, boilers in refineries, ships, industrial plants and cement plants.

- E. All welding of pre-cast panels, concrete, exterior marble, granite, limestone, or other masonry materials, or masonry materials encased in metal frames, whether or not pre-assembled shall be installed by members of the International Union of Bricklayers and Allied Craftworkers..
- F. The installation, removal, setting and restoration of brick, cement block, concrete masonry units and all artificial stone or natural stone, brick paving, dry stack retaining walls and all prefabricated slabs regardless of size, either interior or exterior, where used for the backing up of exterior walls, the building of party walls, columns, girders, beams, floors, stairs and arches and all materials substituted for the clay or natural stone products shall be within the trade jurisdiction covered by this Agreement.
- G. The cutting, setting, pointing of all concrete pre-fabricated slabs regardless of size shall be within the trade jurisdiction covered by this Agreement.
- H. All reinforcing steel placed in masonry construction such as brick, block, stone, refractory anchoring systems and fireproofing material for furnaces, heaters, boilers, stacks, ducts and structures including beams, columns and vessel skirts shall be work covered by this Agreement.
- I. In addition, such other construction work in this area that traditionally has been performed, as is the custom and practice, of the bricklayer, stone mason, cleaner, blocklayer, and refractory mason members of this Union.
- J. It shall not be a violation of this agreement for any employee covered hereby to refuse to pass an authorized picket line, or to refuse to work on a job site at which persons are not working under a lawful contract with this Union, Building and Construction Trades Council, or with any of the organizations or subordinate body thereof, or to refuse to handle or work on material produced or fabricated on the job by employees not under contract with a labor organization which is recognized by the International Union of Bricklayers and Allied Craftworkers.

**ARTICLE II  
HOURS, WAGES, FRINGE BENEFITS, OVERTIME, SHIFT PAY,  
HOLIDAYS, SHOW-UP PAY AND INCLEMENT WEATHER**

**Section 1. HOURS**

- A. At the option of the employer/employee, the regular work day may consist of seven (7) or eight (8) hours at straight time rate. A regular work week shall consist of five (5) regular work days totaling thirty-five (35) or forty (40) hours per week, Monday through Friday. The regular work day may begin at 7:00 a.m., 7:30 a.m., or 8:00 a.m. at the employer's option or the regular work day may begin between 5:00 a.m. and 7:00 a.m. upon mutual agreement between the Union and the employer. In the event the employer makes a change in the regular starting time, a three (3) day prior notice shall be given. Four (4) ten (10) hour days at straight time may be agreed to by the Union and the employer, if the need arises.
- B. Employees shall be entitled to 10 minute paid rest periods and 30 minute unpaid meal / lunch periods in accordance with the California Labor Code and Wage Order #16. Any dispute regarding an alleged failure to provide rest periods or meal periods as required by this Section or California law shall be resolved in accordance with Article IX (Grievance Joint Board And Arbitration) and shall not be the subject of a civil lawsuit, a Labor Commissioner complaint or any other legal proceeding. Any employee who does not receive meal periods or rest periods as provided in this paragraph shall be entitled to whatever remedy, damages or penalty is provided in the California Labor Code and by Wage Order #16.

**Section 2. WAGES**

- A. The wages and fringe benefits to be paid under this Agreement for work performed on or after July 1, 2008 are set forth in Appendix A of this Agreement, and shall be allocated between existing taxable wage rate and fringe benefits at the sole discretion of the Union.
- B. It is agreed that the additional pension contributions, designated in Appendix A as "unfunded liability defined benefit", in such amounts as may be determined from time to time by each relevant Board of Trustees, will be used to eliminate the current unfunded liabilities of the respective pension funds and for no other purpose.

- C. If the actuarial value of the assets of any defined benefit plan exceeds 102.5% of that plan's liabilities, the Union shall have the right to reallocate the amount designated for unfunded liability as described in this Article II, Section 2B, to wages or other benefits. In the event that a plan's actuary determines that the actuarial value of that plan's assets has thereafter fallen below one hundred percent (100%) of its liabilities, the reallocated contribution would be reinstated for the purpose set forth in Article II Section 2B, beginning with the contributions for the month following notice to the Employers and Plan Administrator. The 102.5% figure set forth in this provision shall be used for the sole purpose of this provision only, and for no other purpose.
- D. It is agreed by the parties hereto that whenever the prevailing wage/fringe package established by the State or Federal Government for a particular project is lower than the wage/fringe package established by this Agreement, the Employer may pay the prevailing wage/fringe established by the State or Federal Government to all employees on the project. This provision shall only apply to public works jobs bid after the prevailing wage determination that is scheduled to be issued by the DLSR on February 22, 2006, is issued.

### **Section 3. FRINGE BENEFITS/UNION DUES CHECK-OFF**

- A. Except as otherwise expressly set forth herein, in the event the parties determine it necessary to allocate and pay additional contributions to fringe benefit trusts provided under this Agreement, said increased contributions shall be deducted and offset from the wage provided under this Agreement.
- B. The employer shall pay all fringe benefits for each hour worked by each employee on all work covered by this Agreement, regardless of whether or not the employee is a member of the Union. The fringe benefit payments will be made to the appropriate trust fund, associated with the Union, for the fringe benefits described in Appendix A. The employer agrees to and shall be bound by all the terms and conditions, including any amendments now or hereafter made, to those trust agreements governing the trusts which sponsor or administer the pension, welfare and other benefits provided in this Agreement, including, but not limited to, the Bricklayers and Allied Craftworkers Local No. 3 Health and Welfare Trust, the Bricklayers Local 7 Pension Trust, the Bricklayers Local No. 3 Pension Trust, the Bricklayers & Allied Craftsmen, Local 16 Pension Trust Fund, the Bricklayers and Allied Craftworkers Local No. 3 Apprentice Training Trust, the International Union Of Bricklayers And Allied Craftworkers Pension Fund, the Bricklayers Local No. 3 Vacation And Holiday Fund, and the Masonry Industry Labor Management Cooperation Committee. Each employer hereby agrees that it does irrevocably designate and appoint the NCMCMB, its Member Associations, the MCACC and the employer-appointed trustees of the Trust Funds listed in the preceding sentence as its attorneys in fact for the selection, removal and substitution of trustees as provided in the Trust Agreements as may be hereinafter provided by or pursuant to said Trust Agreements.
- C. Each employer who is signatory to or bound by this Agreement shall withhold for Union dues check-off the amount of wages equal to an amount designated by BAC Local 3 from time-to-time.

The Union will furnish to the employer a list of the individuals who have executed a dues check-off authorization and the employer shall be entitled to rely upon the accuracy of such list in effecting any deductions.

The employer shall transmit such monthly Union Dues check-off deductions to the administrator of the trust funds for the area in which the work is performed as set forth in Appendix A to this Agreement and shall make appropriate entries with respect to said Union Dues check-off deductions on report forms supplied by the administrator.

### **Section 4. OVERTIME**

All overtime work shall be paid for at the following rates of pay:

- A. The ninth (9<sup>th</sup>) and tenth (10<sup>th</sup>) hours of work Monday through Friday shall be paid for at one and one half (1½) times the total taxable hourly wage rate. All hours worked in excess of ten (10) hours Monday through Friday shall be paid at double the taxable hourly wage rate. Vacation and Union administration shall be deducted based only on the hours worked. The overtime premium remains on their check.

- B. Except as permitted by Section 8 below, the first ten (10) hours worked on Saturday shall be paid for at one and one half (1½) times the taxable hourly wage rate. All hours worked on Saturday in excess of ten (10) hours and all hours worked on Sunday or recognized holidays shall be paid for at double the taxable hourly wage rate.
- C. The Union shall be informed of all overtime work on a Saturday, Sunday or holiday. Notice by facsimile to a Local Union office shall constitute full compliance with this Section C. Failure to provide notification may result in a Joint Board hearing.

#### **Section 5. SHIFT PAY**

- A. **SHIFT WORK:** The first eight (8) hours worked on any shift shall constitute a day's work. Each shift shall include thirty (30) minutes for lunch. The rate of wages for employees shall be as set forth in Appendix A of this Agreement. All shifts worked outside of regular work day hours, as defined in Article II, Section 1A – Hours, shall receive shift pay in addition to, where applicable, overtime pay based on the shift rate of pay.
  - a) When three (3) - eight (8) hour shifts per day are worked the day shift will commence between 6:00 AM and 8:00 AM, as designated by the customer, to avoid conflicts with other crafts, and terminate between 2:00 PM and 4:00 PM, (i.e. 8 hours after starting). Swing shift will commence between 2:00 PM and 4:00 PM and terminate between 10:00 PM and midnight, as determined by the start of the day shift. Graveyard shift will commence between 10:00 PM and midnight and terminate between 6:00 AM and 8:00 AM, as determined by the start of the day shift.
  - b) When two (2) - ten (10) hour shifts per day are worked, the day shift shall commence between 6:00 AM and 8:00 AM and terminate between 4:00 PM and 6:00 PM. The swing shift shall commence between 4:00 PM and 8:00 PM and terminate between 2:00 AM and 6:00 AM. The first eight (8) hours in either shift will be at straight time and the last two (2) hours at time and one-half the total taxable hourly wage rate or double the total taxable hourly wage rate as specified in Article II Section 4.
  - c) When two (2) - twelve (12) hour shifts per day are worked, the first ten (10) hours will be paid in accordance with Article II Section 4 above and last two (2) hours will be paid at the double the total taxable hourly wage rate.
  - d) Shift work at straight time will commence at midnight Sunday and terminate at midnight Friday. All work from midnight Friday to midnight Saturday shall be paid at a rate of time and one-half the total taxable hourly wage rate. All work from midnight Saturday to midnight Sunday, or on Holidays shall be paid at a rate of double the total taxable hourly wage rate.
  - e) **SHIFT DIFFERENTIAL:** Day shift shall receive the total taxable hourly wage rate; swing shift shall receive 10% above the total taxable hourly rate and the graveyard shift shall receive 15% above the total taxable hourly wage rate.
  - f) All shifts less than twelve (12) hours will be provided a thirty (30) minute lunch break. For swing shift and graveyard shifts only, the lunch break will be at the employer's expense. All employees shall be allowed ten (10) minutes to clean up before quitting time.
  - g) In no case shall an employee work more than one shift in any one calendar day and each shift shall have its separate foreman, as required.
  - h) The employer is to provide a meal, if practical or one-half (½) hour pay on any "unscheduled" overtime over nine and one half (9½) hours. Time for this meal will be provided by the Employer.
  - i) When an employee is required to work twelve (12) hours, the Employer will provide two (2) thirty minute (30) lunch breaks and breaks per state law on the Employers time.

#### **Section 6. HOLIDAY PAY**

- A. The recognized holidays are New Year's Day, President's Day Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day. Should the holiday fall on a Saturday, the Friday immediately prior shall be construed as the holiday. Should the holiday fall on a Sunday, the following Monday will be observed. Martin Luther King Day may be recognized on a voluntary basis by the craftworkers, it will become a recognized holiday if the five Basic Trades add it.
- B. Both parties recognize that the State and Federal Government have designated days for observance of the listed holidays different from those dates that holidays have been traditionally observed. Both parties agree to observe the listed holidays on the date designated by the State and Federal Government.

**Section 7. SHOW UP TIME**

Any employee reporting for work at the regular starting time and not put to work must be paid for two (2) hours pay plus any subsistence, parking, etc., except for inclement weather or Act of God, when applicable. All hours worked over two (2) hours will be paid for the actual hours worked. Any applicant dispatched by the Union, rejected by the employer at the job site, must be paid the two (2) hours show-up time. If an employer decides not to accept a dispatch of certain Union members, they must have a letter on file with the Union identifying that individual by name and Social Security Number.

**Section 8. INCLEMENT WEATHER**

- A. In the event a crew on a project is prevented from working on a regular work day due to inclement weather or act of God, that crew will be permitted to work on that job on the following Saturday at the regular straight time rate on a voluntary basis.

**ARTICLE III  
FOREMEN AND STEWARDS**

- A. Foremen shall be members of the Bricklayers & Allied Craftworkers International Union. There shall be but one (1) foreman over a crew. No employee shall receive orders from any person other than the foreman and or the employer.
- B. Foremen supervising three (3) or more employees covered by this Agreement shall receive five dollars and fifty cents (\$5.50) per hour over the journeyman hourly wage rate. Foremen supervising ten (10) or more employees covered by this Agreement shall receive seven dollars (\$7.00) per hour over the journeyman hourly wage rate.
- C. When one or more craftsmen are employed on a job, a steward will be either appointed by the Union or elected at the jobsite, at the Union's option. In no event shall an employer discriminate against a shop steward or lay him off before the completion of the job because of any action taken by him in the proper performance of his duties or enforcement of this Agreement. The shop steward is to receive grievances and disputes from employees and report same to the Field Representative as soon as practical. The steward shall see that all terms of this Agreement are complied with including the proper observation of the rest periods and meal periods. The steward shall see that the CAL OSHA regulations pertaining to safety and scaffolds are complied with on the job.
- D. The first man on the job, workman, foreman, or steward, shall notify the Union of the location of the job and the name of the employer within four (4) hours after the job has started. The employer agrees to allow sufficient time for this notification requirement. Restarting of a job follows the same rule.

**ARTICLE IV  
TRAVEL, SUBSISTENCE, SPECIALTY PAY AND SICK LEAVE**

**Section 1. Determination of Mileage For 45 Northern California counties covered under this agreement.**

- A. For the purpose of determining travel and subsistence reimbursement, all employees required to travel more than forty (40) miles from their residence or the employer's principle place of business, whichever is closer to the job site, shall be paid travel reimbursement and subsistence as follows. Mileage to be determined by the California State Automobile Association.
- B. The Employer's principal place of business is the city or town recognized as such by the California State Contractors' Licensing Board. The employer's principle place of business must be a bona fide place of business, which is permanent. Temporary offices or other places of business established at or near the job site after the bid opening date shall not be recognized as principal places of business for purposes of this Article.

- C. Any individual Employer who has no principal place of business within the area covered by this Agreement shall use the employee's residence in place of the employer's principal place of business for the purposes of this Article.
- D. Effective retroactive to February 5, 2007, the Union hereby waives the benefit of San Francisco's paid sick leave ordinance, codified as Chapter 12W of the San Francisco Administrative Code. The Union also agrees to waive the benefit of any other paid sick leave statute or ordinance enacted by the State of California or any local governmental entity that may be lawfully waived by a collective bargaining representative.

**Section 2. TRAVEL and SUBSISTENCE**

**A. Travel Reimbursement shall not exceed the following:**

Less than 40 miles	Free zone
41 to 50 miles	\$20.00 per day
51 to 60 miles	\$24.00 per day
61 to 70 miles	\$28.00 per day
71 to 80 miles	\$32.00 per day
Over 80 miles	Subsistence

The travel reimbursement shall increase \$4.00 for each zone (excluding the less than 40 mile free zone) at such time, on or after May 1, 2011, that the California State average price per gallon of regular gasoline is \$5.00 or more as established by the most current data published by the Energy Information Administration ([www.eia.doe.gov/](http://www.eia.doe.gov/)).

**B. Subsistence expense reimbursement shall be actual expense not to exceed the following:**

On all jobs of over 80 miles the employee shall receive a subsistence allowance of up to eighty-five dollars (\$85.00) per day for each day worked. When an employee is entitled to subsistence and cannot work because of inclement weather, job shut down or act of God, the employee shall be entitled to subsistence. When subsistence applies, employees traveling from their residence or the employer's principal place of business, whichever is closer to the job site, located outside the 80 miles distance, and are not entitled to subsistence payment for reason of failure to produce expense receipts, that employee shall be paid mileage, not to exceed \$85.00 per day, calculated at the current published IRS rate on the day of travel involved as published at [www.irs.gov](http://www.irs.gov) per mile one way, and bridge tolls, for each day said employee is required to report to the job site and does not receive subsistence reimbursement. The employer, at his option, may provide covered transportation in lieu of payment of transportation or bridge tolls as heretofore set forth.

All subsistence for room and board shall be reimbursed as per receipts produced by the employee not to exceed eighty-five (\$85.00) dollars per day. Travel expense and subsistence shall be paid where applicable for each day worked or part of a day worked and shall not be prorated.

**Section 3. EMPLOYEE'S SPECIALTY PAY**

- A. All bricklayers, stone masons, etc. employed in underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduits shall be paid one dollar and seventy-five cents (\$1.75) per hour above the regular wage rate.
- B. In addition to the daily allowance specified in the preceding paragraph, all employees hereunder working in direct contact with raw sewage shall receive an additional allowance of one dollar and seventy-five cents (\$1.75) per hour above the regular wage rate.
- C. One dollar and seventy-five cents (\$1.75) per hour above the regular wage rate will be paid for operating a saw or grinder, provided such work is for the major portion of the day.
- D. Gunite nozzleman shall receive one dollar and seventy-five cents (\$1.75) per hour above the regular wage rate.

- E. When working on hot jobs where protective clothing is required, hot pay premium will be paid at one and one-half (1 ½ ) times above the hourly wage rate not to exceed double time.
- F. On suspended platforms, twenty dollars (\$20.00) per day over and above the regular daily wages shall be paid.
- G. Employees must be paid for going from one job to another during working hours and must not use any of their lunch period in making such change.
- H. Parking will be paid as follows on all job sites where free off-street parking is not available and/or where parking meters are in effect. The employee shall be paid his actual parking expenses. Employees must be prudent in selecting the least expensive parking facility within three (3) blocks of the job site. The employee must provide valid parking receipts. Bridge tolls will be payable to the employee upon presentation of receipts. BART/public transportation reimbursement will be paid per receipt in lieu of parking unless free parking is provided and available.

## ARTICLE V EMPLOYER RESPONSIBILITIES

### Section 1.

- A. No more than two partners or two officers of a corporation shall work with the tools of the trade on any one job. A violation of this clause shall be referred to the Joint Board of the Union and the Management Committee.

Partners or sole proprietors who work with the tools of the trade shall pay all fringe benefits which would otherwise be payable under contract except pension contributions and at their option health and welfare contributions. Employees of corporations who are also officers or shareholders of said corporation who work with the tools of the trade shall pay all fringe benefits on themselves which would be applicable to regular employees under this agreement.

- B. All employees must be paid weekly with a regular printed payroll check on the job, if the men are working; or at a mutually agreed place, if the men are not working. Friday is the typical payday and checks should be given at least one-half (1/2) hour before quitting time. When Friday falls on a holiday, the men will be paid on the day prior. A payday other than Friday may be utilized, but will be constant on a weekly basis. In no event shall the employer hold back more than three (3) days wages. All payments to employees must be paid by check in a uniform manner that provides a separate line item with a year-to-date totals for all taxable items.

In the event the Employer fails to observe a payday as herein stated, the employer will pay to the employee waiting time pay per the scheduled rate of wages per day for each day or portion thereof, not to exceed seven (7) or eight (8) hours per day, for each twenty-four (24) hour period until the pay is actually received by the employee.

All employees will be furnished with a statement of all deductions, subsistence, etc, at the termination of each pay period. When employees are discharged or laid off, they must be paid in full, one-half (1/2) hour prior to the quitting time on the job, or if given an office notice, they must be allowed adequate time from the job to the office where payment is to be made on the day of termination.

- C. If an employee receives a check that is returned from the bank unpaid, then the employee shall be paid waiting time pay at the regular straight time rate for each working hour until such check is honored, plus all other charges incurred by said employee regarding payment of the check.
- D. No person working or intended to be working under this Agreement shall be required to execute any forms or documents by any employer other than a W-4 form and any other forms required by Federal and State law.



- E. Anyone signing this Agreement in the capacity of a contractor must hold a valid and current California State Contractor's license classification that permits said contractor to contract for work covered by this Agreement.
- F. All employers signatory to this Agreement agree that the exclusive source for the employment of employees covered by this Agreement shall be the Union. In the event that the Union is unable to provide the employee(s) requested within two business days, the Employer may procure workers from any source or sources. Any employer whose principal place of business is within the geographic jurisdiction of this Agreement is entitled to 100% portability of his crew. Nothing in this agreement shall preclude any union member from soliciting his/her own job.
- G. An employer whose principal place of business is not within the geographic jurisdiction of this Agreement may bring one (1) lead person only. All other employees to be referred by the Union. In the event the Union is unable to supply an employee within two (2) business days after a request for employees by an Employer, the Employer shall be free to hire employees from any source. The employment of any employee performing work covered by this agreement, whether or not such employee was supplied by the Union, shall be subject to all of the terms and conditions of this agreement including, but not limited to, the payment of wages, travel and subsistence reimbursement, premium pay and union dues and trust fund contributions as specified in this agreement.
- H. All employers signatory to this Agreement covenant and agree that they will notify subcontractors who perform the kind of work to which this Agreement is applicable, of the terms and conditions imposed by this Agreement and shall require that said subcontractors be bound by this Agreement, including, but not limited to, the payment of all wages and fringe contributions set forth in Appendix A of this Agreement.  
 All work covered by this Agreement, whether performed by members of the NCMCMBBA, by members of the MCACC, or by signatory employers who are not members of either the NCMCMBBA or the MCACC, or by any person, firm, partnership, corporation, joint venture or other entity, whether or not a signatory employer to this Agreement, for or on behalf of any signatory employer or under subcontract with, or in association with, or under any other arrangement with any signatory employer, shall be governed by the terms and conditions of this Agreement.  
 A signatory employer shall be liable for the payment of all wage and fringe contributions for all work covered by this Agreement performed by the employee of any person, firm, partnership, corporation, joint venture or other entity, including any hours worked by any sole proprietor, under subcontract with, or in association with, or under any other arrangement with such signatory employer, as if such work had been performed by an employee of the signatory employer. For example, should a signatory employer subcontract with a sole proprietor, the signatory employer shall be liable for the payment of all fringe contributions, including, but not limited to, pension, health and welfare, vacation and Union administration for all hours worked by the sole proprietor where such work is within the work jurisdiction of this Agreement.  
 Violations of this Article may, at the option of the Union, be processed under the grievance and arbitration provisions set forth in Article IX of this Agreement or may be the subject of a civil lawsuit. If the Union elects to process a violation of this Article under the grievance and arbitration procedures set forth in Article IX, the limitations period for bringing such a grievance shall be the applicable statute of limitations for violation of a written contract and the Union may also seek in such a grievance union dues and initiation fees in addition to any other damages lost as a consequence of a violation of this Article V.
- I. The parties agree that there shall be no discrimination based on race, creed, national origin, sex or age. The employer shall be the sole judge as to the qualifications of any employee.

## ARTICLE VI APPRENTICES

### Section 1.

- A. In order to train sufficient skilled mechanics for the industry, the parties to this Agreement recognize and encourage the necessity for employment of apprentices. It is understood and mutually agreed that the employment of apprentices shall be in accordance with the standards adopted by the Joint Apprenticeship and Training Committee, which are incorporated herein by reference. The maximum ratio of apprentice

hours to journeyman hours shall be no greater than one to three. For apprentice wage and fringe benefits refer to Appendix A.

- B. While apprentices are unemployed, each employer shall be required to hire one (1) apprentice, if the employer has a least four (4) journeymen employed and shall hire an additional apprentice for each additional four (4) journeymen employed. Such ratio shall be maintained in lay-off situations. No individual shall be deemed an Apprentice unless they are properly indentured and designated as such by the Joint Apprenticeship and Training Committee and in accordance with the State Division of Apprenticeship Standards.

## **Section 2. Journeyman and Apprentice Training and Safety Certification Program.**

Labor and Management will work together with the Bricklayers & Allied Crafts Local No. 3 Apprentice Training Trust to implement the following training for members of the Union:

First Aid and CPR training and certification  
OSHA 10 hour training and certification  
Scaffold User Safety training  
Fork Lift and Aerial lift safety training

The Union, employer associations and Employer will work together with the Apprentice Trust, and will use their best reasonable efforts, to create and implement this training. The parties will also work together with the Trustees of the Apprentice Trust to include in the Apprenticeship Standards, a requirement that all apprentices complete the above-listed training and certifications as a condition of their apprenticeship. The Union will also use its best reasonable efforts to inform Journeypersons of the training, make it available to them, and encourage them to participate in it. The Union's efforts with regard to the training shall not relieve any Employer from its legal obligations under federal, state or local law, nor shall the Union incur any liability arising out of such training or the absence of such training. The Union and the employer associations will cooperate with the Trustees of the Apprentice Trust in creating and maintaining a database of union member certifications.

## **ARTICLE VII TERMS COMMON TO ALL B.A.C. LOCAL #3 TRUST FUNDS**

### **Section 1. TRUST FUNDS**

A. All employers shall be required to submit to the Trusts, on a form provided by the Trusts, a contribution report form each and every calendar month, signed by the employer, regardless of whether that employer had any employees for that particular month, together with payment for fringe benefits so reported. The report must be submitted to the Trusts before the fifteenth (15<sup>th</sup>) day of the calendar month following the month such hours were worked. The Contribution Report Form shall contain the information described in paragraph C of this Section 1.

B. The Union and/or each Trust shall be entitled to and may file a legal action to compel production of monthly reports, to compel production of payroll records and other relevant records for audit, and for the collection of any and all wages, fringe benefit contributions, industry funds and liquidated damages due and owing by the employer, and thereafter may settle or compromise such legal action. In the event it is necessary for the Trusts to obtain legal counsel for any of these purposes, the Trusts shall, in addition to recovering payments of all amounts due and the legal rate of interest thereon, also be entitled to recover from the employer their reasonable attorney's fees and costs, whether or not any lawsuit is ever initiated. Each Trust and the Union may institute legal proceedings described in the first sentence of this Section 1(B), including the filing of a lawsuit, without having the matter first heard and determined by the Joint Board. Industry promotion contributions shall be paid by all employers at the rates specified in Appendix A. The MCACC's members shall have their industry promotion contributions paid into the Central California Masonry Industry Fund. Industry promotion contributions from all other employers will be paid into the NCMCMBBA's promotion fund.

C. Each monthly contribution to the Trusts shall be made promptly and is due on or before the fifteenth (15th) day of the calendar month following the month such hours are worked. If not paid in full by the fifteenth (15th) day of the month, the contribution will be delinquent and subject to liquidated damages. Each employer shall also prepare a monthly transmittal covering each employee who performs work subject to this Agreement setting forth the

following information: Name of each employee, each employee's Social Security Number, number of hours worked by each employee in the appropriate geographical location, whether the employee is an apprentice or journeyman, and the gross amount of fringe benefits payable. It shall be the responsibility of the employer to make sure the monthly contribution and report form is postmarked by the Post Office on or before the fifteenth (15th) day of the month. If such envelope containing the contribution and report form is postmark dated after the fifteenth (15th) day of the month, such report form and contribution shall be considered delinquent, and the employer shall be in breach of this Agreement and liquidated damages shall be assessed. The NCMCMB, the MCACC, each employer and the Union recognize and acknowledge that the regular and prompt payment of employer contributions and report forms is essential to the maintenance of the Trusts, and it would be extremely difficult, if not impractical, to fix the actual damage and expense to the Trusts which would result from failure of any employer to pay such monthly contributions and furnish contribution report forms within the time provided. Therefore, the amount of damages to the Trusts resulting from any such failure shall be presumed to be the sum of one hundred dollars (\$100.00) or ten percent of all contributions due, whichever amount is greater. If the delinquency persists over thirty (30) days, the charge will be twenty percent (20%) of the amount due. Such amount shall become due and payable to the Trusts by the delinquent employer as liquidated damages and not as a penalty and payable at the place where the contribution is payable upon the day immediately following the date on which the contribution became delinquent. In addition to such liquidated damages, the delinquent employer shall also be liable for interest, calculated at 10% per year, on the amount of the delinquent fringe benefit payments.

D. No employer who is delinquent in contributions due under this Agreement shall be entitled to employ, continue to employ, or request the dispatch of craftworkers under this Agreement.

E. The Trustees of each Trust shall have the authority to require any employer, employee, Union or Association signatory to or covered by this Agreement to submit to it any information, data, reports or documents reasonably relevant to and suitable for the purpose of administration of the Trust. Upon request by a Trust, each employer signatory hereto shall permit an auditor selected by the Trusts to enter upon the premises of such employer at a reasonable time or times and to examine the payroll records, the Federal and State Quarterly Contribution Reports and all other records relevant to such an audit. Upon request by the trustees each employee covered under this Agreement shall permit an auditor, selected by the Trust, to examine the Federal and State Income Tax Returns, W-2's and other documents reasonably relevant to such a purpose, to determine whether the employer or employers of such employee have made full and complete payment of all contributions required by this Agreement. In the event it is determined as a result of such examination that an employer has failed to make full and complete payment of contributions required by this Agreement, then said employer, in addition to immediately paying all amounts found due and owing, shall forthwith pay all costs incurred for said examination in addition to any other payments required by this Agreement. The NCMCMB, the MCACC, the Union, the Trusts and each employer agrees that they will use their best efforts to secure compliance with any reasonable request made by any Trust or the Union or the NCMCMB or the MCACC for any information, data, reports or documents described in this paragraph.

F. Reciprocal Agreements permit the payment of certain fringe benefit contributions to the home area of any employee temporarily working in this jurisdiction. Reciprocity payments shall be made in accordance with such Reciprocal Agreements that are agreed to by the Trustees of each Trust. Where Reciprocal Agreements relating to any Trust mentioned in this Agreement are entered into, the Trustees of said Trust are authorized to pay to or collect from the trust funds associated with other local unions in accordance with the Reciprocal Agreement.

G. With the exception of the Masonry Industry Fund, and Cash Bond Deposits, should any of the above Funds be discontinued for any reason, the contributions to such discontinued Fund or Funds shall be added to the wage rate.

## ARTICLE VIII SURETY BOND REQUIREMENT

- A. In order to secure payment of (1) wages, (2) liquidated damages or (3) employer contributions and any other financial obligations of the employer, under this agreement, each and every employer, who has not deposited funds in the Cash Bond Fund prior to July 1, 2008, shall provide a Surety Bond in the amount of \$10,000.00. An exit audit may be required of all employers before the surety bond is released.
- B. The surety bond company used to comply with this guarantee must be acceptable to the Trustees. This bond must be evidenced by completion by the employer and its surety of the bond form attached to this

Agreement. A bond containing terms different in any manner from that of the bond form attached to this Agreement is not acceptable. Said bond shall be filed with the Trusts' administrator

- C. An employer who has deposited funds in the Cash Bond Fund prior to July 1, 2008, shall pay a contribution of three dollars (\$3.00) per hour on each hour reported on the monthly contribution report until such time as ten thousand dollars (\$10,000.00) is on deposit and said deposit and monthly contributions shall be collected and held by the Trusts' administrator. When the applicable cash bond has been paid in full, no further payments for the cash bond deposit shall be required. In the alternative, an employer who has previously deposited funds in the Cash Bond Fund may post a \$10,000 Surety Bond, in the form attached to this Agreement, and receive back that employer's deposit in the Cash Bond Fund.
- D. In lieu of the Surety Bond requirement hereinabove, the members of the NCMCMBA and the MCACC may be covered, if qualified, for the full applicable amount by being covered by the Blanket Cash Bond Guarantee furnished periodically by the NCMCMBA and the MCACC on a list supplied to the Administrator, Trustees and the Union. It is agreed that the NCMCMBA and the MCACC may add and/or delete employers from their respective Blanket Cash Bond Guarantee list on a periodic basis and the NCMCMBA and the MCACC will not be liable for delinquencies of the employer occurring prior to the date said employer is added to the list nor for delinquencies occurring after said employer is deleted from the list.
- E. Any interest or other increment earned by the cash bond deposits shall be used by the Health & Welfare Trust Fund to defray the costs of administering the Cash Bond Fund and the cost of acting as the collection agency for the fringe contributions. In no event shall any employer be entitled to receive any of the interest increment earned by cash bond deposit. Money not claimed in the Cash Bond Fund for six (6) years shall revert to the Fund and be used to defray expenses.
- F. Active employers leaving this jurisdiction, or retiring from business may, upon request to the Board of Trustees, be granted inactive status and removed from the monthly mailing list. A condition required for inactive status is that the employer notify the Union if the employer returns to active status in this jurisdiction.
- G. If an employer on inactive status does not notify the Union within one (1) day after commencing work in this jurisdiction, the employer will be liable for liquidated damages at the rate of twenty dollars (\$20.00) per month or ten percent (10%) of all contributions due during the employer's first month of work, whichever is greater, for each month from the date inactive status was granted to the date notice is given.
- H. Upon return to active status from inactive status or in the event an employer covered under the NCMCMBA's or the MCACC's Blanket Cash Bond Guarantee and at a later date is deleted from coverage, said employer shall immediately provide a Surety Bond in the amount of \$10,000.
- I. In the event an employer is not located in this jurisdiction and starts work on a project covered by this Agreement, which project will, in the opinion of the Trustees, be likely to be completed before the Trust Fund contribution report is required to be filed, or (2) an employer fails to pay Trust Fund contributions when due, or (3) an employer's unpaid Trust Fund contributions exceed the bond that has been posted pursuant to this Agreement, the Trustees, in their discretion, may require any such employer to furnish to the Trustees a surety company bond in the amount of twenty-five thousand dollars (\$25,000.00) to guarantee payment of contributions, liquidated damages, and delinquency charges under this Agreement, in addition to the bond hereinabove described. As an alternative to the surety company bond described above, the Trustees may require of the employers described in (1), (2), or (3) above to file contribution reports and pay contributions weekly after five (5) days notice to such employers by the Health & Welfare Fund Trustees.

**ARTICLE IX**  
**GRIEVANCE JOINT BOARD AND ARBITRATION**

**Section 1.**

- A. It is mutually agreed that during the term of this Agreement, the Union will not initiate, authorize or condone any strike, slowdown, or stoppage of work involving any disputes, complaints or grievances arising under or out of the terms and conditions of this Agreement; nor will any employer engage in any lockout or work stoppage. However, notwithstanding anything in the preceding sentence to the contrary, it shall not be a violation of this Agreement for employees, without any recourse to the grievance or arbitration procedures set forth in this Article, to engage in a work stoppage, strike or concerted refusal to work for any employer who fails to pay the wages and benefits set forth in this Agreement or in any other agreement with the Union, or any payroll taxes, after 48 hours written notice from the Union that the employer is in default. In addition, notwithstanding anything in the first sentence of this paragraph 1(A) to the contrary, it shall not be a violation of this Agreement for employees to engage in a work stoppage, strike or concerted refusal to work for any employer who fails to abide by any award, ruling or decision rendered pursuant to the grievance and arbitration process set forth in this Article.
- B. There is hereby established a Joint Board which shall consist of four (4) members, two (2) selected by the Union and two selected by: (i) the MCACC if the Employer who is a party to the grievance either has his or its principal office in Fresno, Kings, Madera, Mariposa or Merced Counties or if the Employer has no principal office within the geographic jurisdiction of the Union and if the location of the work which is the subject of the grievance is located in Fresno, Kings, Madera, Mariposa or Merced Counties; or (ii) the NCMCMB. The Joint Board shall meet at such time as it may decide; however, it shall meet within two (2) days after written notice by either party to all four (4) members of the Joint Board. The Joint Board shall require two (2) NCMCMB or two (2) MCACC representatives and two (2) Union representatives present for a quorum to conduct business. All actions of the Joint Board shall require majority approval of the Joint Board. The members of the Joint Board shall select one of its members as Chairperson and one of its members as Secretary. However, when the Chairperson is selected from among the Union representatives, the Secretary shall be selected from the NCMCMB or the MCACC representatives and vice versa. The Joint Board may extend the time limits set forth in paragraphs B and D of this Article.
- C. The Joint Board shall have authority to hear and determine all grievances and disputes arising under the terms of this Agreement. The Joint Board shall not have the power to amend, change, or add to this Agreement. The Joint Board shall have the power to assess damages, require the enforcement of all provisions of this Agreement, order the cessation of practices in conflict with this Agreement, recommend to the Trustees of the Health & Welfare Trust Fund an assessment against the cash bond deposit furnished by an employer, and grant other remedy to effectuate this Agreement.
- D. Decisions by the Joint Board shall be rendered within one (1) day after the matter is heard by the Joint Board. In the event that the Joint Board is deadlocked or fails to act within the time hereinabove specified, an impartial member shall be selected by mutual agreement, however, if no agreement is reached, such impartial member selected shall be selected under the provisions set forth by the American Arbitration Association and the cost of such arbitration shall be borne equally by all parties involved in the matter before the arbitrator. All decisions of the Joint Board or decision of an impartial member, in the case of arbitration, shall be final and binding on the Union, the employers and all persons bound to or signatory to this Agreement.
- E. The Union, the NCMCMB, the MCACC, or the affected employer shall present to the Joint Board all facts concerning a possible violation of this Agreement within forty (40) working days of the event(s) giving rise to the alleged violation. All charges must be presented in writing and included with notice of the meeting of the Joint Board to all members of the Joint Board and the parties hereto. All alleged violations of this Agreement by anyone covered by this Agreement must be presented to the Joint Board for determination prior to any action or actions being taken by the Union, except as set forth in Article V Section 1(H) or for the reasons set forth in subparagraphs (i) through (iv) below. Notwithstanding anything in this Agreement to the contrary, alleged violations for the reasons set forth in subparagraphs (i) through (iv) below need not be first presented to the Joint Board and may be resolved by other means, including civil lawsuit, without presentation to the Joint Board.

- i. Failure to pay wages
  - ii. Giving a bad check
  - iii. Delinquent in contributions required by this Agreement
  - iv. Failure to comply with the surety bond requirements of this Agreement
- F. Anyone covered by this Agreement who is accused of violation of this Agreement must be presented with a copy of the alleged violations at the time the person is notified to appear before the Joint Board to answer such charges. Such notice shall be served at least two (2) days prior to such meeting of the Joint Board and shall be sent by Certified Mail with return receipt requested and such notice of the meeting shall give the time and place of the meeting of the Joint Board. After the Joint Board has heard the testimony of the accused violator and has provided an opportunity for the accused violator to appear before the Joint Board or answer the alleged violations in writing, the Joint Board shall make a determination of the dispute. If the Joint Board determines that the accused has violated this Agreement, the Joint Board may assess damages against the violator. The amount of assessed damages shall be determined by the Joint Board in accordance with the damages suffered by the masonry industry through actions of the violator and the seriousness of the violation. Any assessed damages collected shall be deposited into the Bricklayers And Allied Crafts Local No. 3 Apprentice Training Trust.
- G. Any grievance or dispute involving this Agreement shall be referred by the Union to the Employer involved. In the event these parties are unable to adjust the matter, the Union shall present such dispute to the Joint Board in accordance with Section 1. F hereinabove.
- H. It shall not be a violation of this Agreement for the Union to refuse to man any job or withdraw its members from any job of any employer who has been found in violation of this Agreement by the Joint Board or the impartial arbitrator and the employer refuses to comply with the decision of the Joint Board or impartial arbitrator.
- I. In the event of any grievance where any party requests books of records, and in the opinion of the Joint Board the production of such books and records would be deemed helpful to the disposition of the grievance, such books and records shall be brought to the meeting of the Joint Board. This request shall be written and such books and records will be made available for the inspection and perusal by the parties.

## ARTICLE X

### SUBSTANCE ABUSE TESTING AND ASSISTANCE PROGRAM

- A. The Individual Employers and the Union are committed to providing a safe and productive work environment. Substance abuse decreases efficiency, increases the risk of property loss or damage, and increases the risk of injury to employees.
- B. No drug or alcohol testing of any kind may be done until employee assistance programs or local drug and alcohol abuse assistance programs have been identified and are in place and a written drug policy has been given to applicants and employees in the form of an Employee Notice and Acknowledgement Form.

The employer will bear the cost of all drug and alcohol testing. The time taken to perform a drug test will be considered work time, and will be compensated by the Employer.

- C. Accordingly, the Union and the signatory Employers agree that:
- a. Employees shall not use, possess, dispense, or receive alcohol or controlled substances (other than prescription drugs which do not impair job performance, including medical marijuana) during working hours, on company property, at a job site, or in Company vehicles.
  - b. Employees will not report for work while impaired by alcohol or controlled substances.
- D. Pre-Employment Testing
- a. Testing may be performed on new hire applicants for employment as a condition of employment. An employee or applicant who has been laid off for thirty (30) calendar days or more, or a new employee may be required to undergo a pre-employment drug test for non-prescription drugs as a condition of consideration of employment with the Employer or prior to being approved to work at any Employer facility or work area. Provided however, that an employee or applicant who can

demonstrate that he or she successfully passed a pre-employment drug test by the same employer within the previous ninety (90) days shall not be required to undergo a pre-employment drug test. There shall be no pre-employment alcohol testing. Notwithstanding the foregoing, drug testing standards set by the general contractor that are more stringent than the above provisions shall apply to testing under this Section D.

- b. Pre employment testing must be in place and such testing must actually be conducted before the Employer can conduct any Random Testing as described herein.

E. Post Accident Testing

- a. Any employee involved in an accident will be required to submit to a test for the presence of alcohol or drugs. An "accident" is an event that results in professional medical treatment or significant damage to employer property. This requirement will be waived when the accident was solely the result of a third party's action, or where it can be determined that drugs or alcohol were not a contributing factor. Notwithstanding the foregoing, drug testing standards set by the general contractor that are more stringent than the above provisions shall apply to testing under this Section E.

F. Testing Procedures:

- (1) All testing will be conducted according to SAMHSA guidelines and will include a screening test; a confirmation test; review by a Medical Review Officer, including the opportunity for employees who test positive to provide legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. Any employee who disputes the positive results shall have the right within ten (10) working days of when he is notified of the test results to have his initial sample independently retested by a SAMHSA certified laboratory of his choice at his own expense. If the independent retest results in a negative result, that negative result shall be considered a successful completion of the drug testing, and the employee will be put back to work immediately, be reimbursed for the cost of the retesting, and be made whole for any loss of pay occasioned by the first positive test results.
- (2) All laboratory reports and test results shall be treated as confidential medical information and shall be maintained in a medical file separate from the employee's personnel file. Tests results shall be disclosed by the testing facility to the Medical Review Officer (MRO) only. After interpreting the test results the MRO shall communicate to the Employer, the employee and the Union only that the test result is "positive" or "negative."
- (3) Job applicants testing positive for drug use may be suspended from consideration by Employer for a period of two (2) months. An applicant may be considered upon re-application after a shorter period, however, if he or she can demonstrate meaningful participation in a rehabilitation program following the positive drug test.
- (4) Employers must notify employees, applicants for employment and the union in advance of any drug testing requirements. The employee shall be allowed to contact a union representative prior to submitting to the drug/alcohol testing.

**ARTICLE XI  
MOST FAVORED NATIONS CLAUSE**

The Union shall request the consent of both the NCMCMB and the MCACC to any agreement by the Union to grant to any employer or Employer Association conditions more favorable than those set forth in this Agreement. Should the Union not obtain such consent in writing from both the NCMCMB and the MCACC then, and only then, the Union shall grant those same conditions to all contractors signatory to this agreement. If the Union grants more favorable conditions to any employer or employer association without the written consent of both the NCMCMB and the MCACC, the Union shall immediately notify both Associations of same.

**ARTICLE XII  
TERM OF THIS AGREEMENT**

- A. The term of this Agreement shall be from JULY 1, 2008, through APRIL 30, 2013, and shall continue in full force and effect from month to month thereafter unless either party serves notice, in writing by certified mail with return receipt requested, to the other party at least sixty (60) days prior to the termination date, of a desire to alter, modify, and or amend this Agreement and then this Agreement shall continue in effect as hereinafter provided.

B. During all the time of negotiations for changes and until the completion and signing of a new Agreement, this Agreement shall remain in full force and effect; provided, however, that if and when negotiations become stalemated, then and in that event, either party to this Agreement shall be empowered to take such action as it desires, but in any event, no termination of this Agreement shall occur without the giving of sixty (60) days written notice by certified mail with return receipt requested. All employers, employees, the Union, the NCMCMBBA and the MCACC shall abide by all the terms and provisions of this Agreement until such time as this Agreement is terminated as hereinabove provided.

IN WITNESS of the foregoing, and in agreement therewith, we the undersigned authorized representatives of the parties to this Agreement hereby bind, by our signatures, the NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER BARGAINING ASSOCIATION, the MASONRY CONTRACTORS' ASSOCIATION OF CENTRAL CALIFORNIA and BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL UNION No. 3 of California, and all employers and employees to this Agreement.

NORTHERN CALIFORNIA MASON  
CONTRACTORS MULTI-EMPLOYER  
BARGAINING ASSOCIATION  
("NCMCMBBA")

BRICKLAYERS AND ALLIED  
CRAFTWORKERS LOCAL UNION NO 3 OF  
CALIFORNIA

\_\_\_\_\_  
Ron Bennett

\_\_\_\_\_  
Tom Spear

\_\_\_\_\_  
Bob Filippi

\_\_\_\_\_  
Dave Jackson

\_\_\_\_\_  
Stan Mertz

\_\_\_\_\_  
Gary Peifer

\_\_\_\_\_  
Bob Mazza

\_\_\_\_\_  
Dave Danner

\_\_\_\_\_  
John Wait

\_\_\_\_\_  
Bill Bernal

MASONRY CONTRACTORS'  
ASSOCIATION OF CENTRAL  
CALIFORNIA

\_\_\_\_\_  
Roger Walls

\_\_\_\_\_  
Larry Buranen

\_\_\_\_\_  
Raymond Smith

\_\_\_\_\_  
Stoney Berna

\_\_\_\_\_  
Aaron Dorfmeier

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Albert Patania



**APPENDIX A**

**to**

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**NORTHERN CALIFORNIA MASON  
CONTRACTORS MULTI-EMPLOYER  
BARGAINING ASSOCIATION**

**and**

**BAC LOCAL #3**

**BRICKLAYER RATES**

BRICKLAYER JOURNEYMAN AND APPRENTICE ALLOCATION Effective 07/01/08 through 04/30/09

Trade	Wage	Vac	Dues	Taxable Wage	H&W	Def. Ben.	Def. Cont.	IU Pen	Appr	IMI	Ind. Promo	LMCC	TOTAL
Counties of: Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Siskiyou, Solano, Sonoma and Trinity.													
40% Apprentice	\$ 13.44	1.00	.75	15.19	5.00	1.00		.40	.55				\$ 22.14
47.5% Apprentice	\$ 16.29	1.00	.75	18.04	5.00	1.00		.40	.55				\$ 24.99
55% Apprentice	\$ 19.14	1.00	.75	20.89	5.00	1.00		.40	.55				\$ 27.84
62.5% Apprentice	\$ 21.99	1.00	.75	23.74	8.72	1.00		.40	.55				\$ 34.41
70% Apprentice	\$ 24.84	1.00	.75	26.59	8.72	1.00		.40	.55				\$ 37.26
77.5% Apprentice	\$ 27.68	1.00	.75	29.43	8.72	1.00		.40	.55				\$ 40.10
85% Apprentice	\$ 30.53	1.00	.75	32.28	8.72	1.00		.40	.55				\$ 42.95
92.5% Apprentice	\$ 32.38	2.00	.75	35.13	8.72	1.00		.40	.55				\$ 45.80
Brick SF/S Mateo-JM	\$ 32.90	3.40	1.68	37.98	8.72	4.15	3.50	.40	.55	.05	.30	.30	\$ 55.95
Future Increases: Effective 05/01/09 \$2.40, 05/01/10 \$2.15, 05/01/11 \$2.25, 05/01/12 \$2.25; Subsistence \$85													
"Note: Apprentices not previously employed under a CBA with the Union prior to 7-1-08 will receive health and welfare coverage for the apprentice only, but not for the apprentice's dependents, until the apprentice reaches the 4th step."													

Counties of: Alameda, Contra Costa, San Benito and Santa Clara, Also new refractory rate for Solano county.													
40% Apprentice	\$ 13.25	1.00	.75	15.00	5.00	1.00		.40	.55				\$ 21.95
47.5% Apprentice	\$ 16.06	1.00	.75	17.81	5.00	1.00		.40	.55				\$ 24.76
55% Apprentice	\$ 18.88	1.00	.75	20.63	5.00	1.00		.40	.55				\$ 27.58
62.5% Apprentice	\$ 21.69	1.00	.75	23.44	8.72	1.00		.40	.55				\$ 34.11
70% Apprentice	\$ 24.50	1.00	.75	26.25	8.72	1.00		.40	.55				\$ 36.92
77.5% Apprentice	\$ 27.31	1.00	.75	29.06	8.72	1.00		.40	.55				\$ 39.73
85% Apprentice	\$ 30.13	1.00	.75	31.88	8.72	1.00		.40	.55				\$ 42.55
92.5% Apprentice	\$ 32.94	1.00	.75	34.69	8.72	1.00		.40	.55				\$ 45.36
Brick Oak/S Jose-JM	\$ 33.39	2.50	1.61	37.50	8.72	2.65	3.18	.40	.55	.05	.30	.30	\$ 53.65
Future Increases: Effective 05/01/09 \$2.40, 05/01/10 \$2.15, 05/01/11 \$2.25, 05/01/12 \$2.25; Subsistence \$85													
"Note: Apprentices not previously employed under a CBA with the Union prior to 7-1-08 will receive health and welfare coverage for the apprentice only, but not for the apprentice's dependents, until the apprentice reaches the 4th step."													

Counties of: Monterey and Santa Cruz													
40% Apprentice	\$ 11.41	1.00	.75	13.16	5.00	1.85		.40	.55				\$ 20.96
47.5% Apprentice	\$ 13.88	1.00	.75	15.63	5.00	1.85		.40	.55				\$ 23.43
55% Apprentice	\$ 16.35	1.00	.75	18.10	5.00	1.85		.40	.55				\$ 25.90
62.5% Apprentice	\$ 18.82	1.00	.75	20.57	8.72	1.85		.40	.55				\$ 32.09
70% Apprentice	\$ 21.29	1.00	.75	23.04	8.72	1.85		.40	.55				\$ 34.56
77.5% Apprentice	\$ 23.76	1.00	.75	25.51	8.72	1.85		.40	.55				\$ 37.03
85% Apprentice	\$ 26.22	1.00	.75	27.97	8.72	1.85		.40	.55				\$ 39.49
92.5% Apprentice	\$ 28.69	1.00	.75	30.44	8.72	1.85		.40	.55				\$ 41.96
Brick Monterey-JM	\$ 29.35	2.00	1.56	32.91	8.72	6.50	2.60	.50	.55	.05	.00	.30	\$ 52.13
Future Increases: Effective 05/01/09 \$2.40, 05/01/10 \$2.15, 05/01/11 \$2.25, 05/01/12 \$2.25; Subsistence \$85													
"Note: Apprentices not previously employed under a CBA with the Union prior to 7-1-08 will receive health and welfare coverage for the apprentice only, but not for the apprentice's dependents, until the apprentice reaches the 4th step."													

BRICKLAYER JOURNEYMAN AND APPRENTICE ALLOCATION Effective 07/01/08 through 04/30/09

Trade	Wage	Vac	Dues	Taxable Wage	H&W	Def. Ben.	Def. Cont.	IU Pen	Appr	IMI	Industry Promo	LMCC	TOTAL
Counties of: Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Stanislaus, Sutter, Tehema, Tuolumne, Yolo and Yuba.													
40% Apprentice	\$ 11.44	1.00	.75	13.19	5.00	1.00		.40	.55				\$ 20.14
47.5% Apprentice	\$ 13.92	1.00	.75	15.67	5.00	1.00		.40	.55				\$ 22.62
55% Apprentice	\$ 16.39	1.00	.75	18.14	5.00	1.00		.40	.55				\$ 25.09
62.5% Apprentice	\$ 18.86	1.00	.75	20.61	8.72	1.00		.40	.55				\$ 31.28
70% Apprentice	\$ 21.34	1.00	.75	23.09	8.72	1.00		.40	.55				\$ 33.76
77.5% Apprentice	\$ 23.81	1.00	.75	25.56	8.72	1.00		.40	.55				\$ 36.23
85% Apprentice	\$ 26.28	1.00	.75	28.03	8.72	1.00		.40	.55				\$ 38.70
92.5% Apprentice	\$ 28.76	1.00	.75	30.51	8.72	1.00		.40	.55				\$ 41.18
Brick Sac'to/Stock-JM	\$ 29.03	2.50	1.45	32.98	8.72	3.40	1.50	.40	.55	.05	.30	.30	\$ 48.20
Future Increases: Effective 05/01/09 \$2.40, 05/01/10 \$2.15, 05/01/11 \$2.25, 05/01/12 \$2.25; Subsistence \$85 "Note: Apprentices not previously employed under a CBA with the Union prior to 7-1-08 will receive health and welfare coverage for the apprentice only, but not for the apprentice's dependents, until the apprentice reaches the 4th step."													
Counties of: Fresno, Kings, Madera, Mariposa and Merced.													
40% Apprentice	\$ 11.12	1.00	.75	12.87	5.00	1.00		.40	.55				\$ 19.82
47.5% Apprentice	\$ 13.54	1.00	.75	15.29	5.00	1.00		.40	.55				\$ 22.24
55% Apprentice	\$ 15.95	1.00	.75	17.70	5.00	1.00		.40	.55				\$ 24.65
62.5% Apprentice	\$ 18.36	1.00	.75	20.11	8.72	1.00		.40	.55				\$ 30.78
70% Apprentice	\$ 20.78	1.00	.75	22.53	8.72	1.00		.40	.55				\$ 33.20
77.5% Apprentice	\$ 23.19	1.00	.75	24.94	8.72	1.00		.40	.55				\$ 35.61
85% Apprentice	\$ 25.60	1.00	.75	27.35	8.72	1.00		.40	.55				\$ 38.02
92.5% Apprentice	\$ 28.02	1.00	.75	29.77	8.72	1.00		.40	.55				\$ 40.44
Brick Fresno-JM	\$ 28.73	2.00	1.45	32.18	8.72	2.90	2.30	.90	.55	.05	.30	.30	\$ 48.20
Future Increases: Effective 05/01/09 \$2.00, 05/01/10 \$2.00, 05/01/11 \$2.15, 05/01/12 \$2.15; Subsistence \$85 "Note: Apprentices not previously employed under a CBA with the Union prior to 7-1-08 will receive health and welfare coverage for the apprentice only, but not for the apprentice's dependents, until the apprentice reaches the 4th step."													

**APPENDIX B**

**WORK RULES**

**45 NORTHERN CALIFORNIA  
COUNTIES**

## APPENDIX B

### WORK RULES

**Section 1.** Employees shall be provided with pure drinking water and sanitary drinking cups on the job and also sanitary toilet facilities.

**Section 2.** Workmen who voluntarily furnish a truck for the purpose of transporting material or equipment shall be compensated at the rate of twenty (\$20.00) per day, plus fuel expense.

**Section 3.** The employer shall furnish at the job site all necessary equipment not considered the personal tools of the trade or the employees, including mixers, mixing boxes, soaking tubs, mortar boards, straight edges, lines or mortar stands, etc. The employees shall furnish his own hand tools, level, hard hat, and any other tools of the masonry trade.

**Section 4.** No apprentice shall be allowed to operate a masonry saw, grout, wash down or drill stone for more than forty (40) hours in any thirty (30) day period.

**Section 5.** Craftworkers shall be compensated for the time required to complete physical examinations required by the employer.

**Section 6.** All masonry units weighing more than forty (40) pounds shall be laid by two (2) blocklayers when practical.

**Section 7.** No one shall be allowed to work with the tools of the trade on any job other than during the regular working hours unless compensated in accordance with this agreement.

**Section 8.** No line shall be raised until the required brick for the next course are walled and the trig is set. Line shall be considered up when tightening end is tied. (You cannot set twig until the line is up.)

**Section 9.** Mortarboards or high temperature cement or fire clay boxes or tubs shall be placed on standard mortar stand height or more above the working surface.

**Section 10.** There shall be but one foreman over a crew. No employee shall receive orders from any person other than the foreman and the employer, and when shifts are worked, no shift foreman shall work more or have charge of more than one shift. Each shift shall have its own foreman and all foremen shall hire and discharge all of the employees in their crew or shift.

**Section 11.** When employees are employed on the construction of hollow tile, concrete block, grouted brickwork, structural terra-cotta or any other type cavity wall where the pouring of same is integral with the course of the work, such pouring and filling either with wet or dry aggregate, such shall be the work of bricklayers, blocklayers or stonemasons covered by this Agreement. On such work, a bricklayer, blocklayer, or stonemasons covered by this Agreement will handle the nozzle, hose or chute. On all cavity wall construction where supplemental pouring by hand is used, in no case shall a pouring vessel including the contents weigh more than forty (40) pounds nor contain more than eight (8) quarts liquid measure.

**Section 12.** No scaffold shall be raised in more than four (4') foot lifts nor higher than the wall. A wall may be built one course higher than the next scaffold lift will be. When the material unit weight is less than twenty (20) pounds and only one face side is struck, a wall may go up five feet (5') higher than the employee's foot level. No masonry material shall be stocked higher than 5'4" above employee's foot level.

**Section 13.** When an employee notifies his employer of his intention to quit the job, and has turned in all equipment and badges to the employer, the employer must pay the employee all wages in full not more than seventy-two (72) hours after such notification; then waiting time at the regular hourly rate, not to exceed seven (7) or (8) hours in any twenty-four (24) hour period, will be charged until paid.

**Section 14.** A tool box or tool house must be provided on all building operations of a duration of one (1) or more weeks. All tools placed in a tool box or tool shed supplied by the contractor shall be the responsibility of the contractor for the loss of same between the hours of 3:30 P.M. and 8:00 A.M. on working days and over weekends and holidays, not to exceed \$200.00.

**Section 15.** No **craftworker** shall allow any person other than a journeyman bricklayer or stone mason to lay out any piece of work for him or plumb or level any part of his or her work.

**Section 16.** All employees shall be furnished a statement of all deductions, transportation, and/or subsistence at the termination of each pay period, whether the payment is by check, coin or currency. No employer will be permitted to hold back more than three (3) days pay.

**Section 17.** **Craftworkers** who are laid off to permit stocking up scaffolds must be paid for any portion of the day lost by such layoff.

**Section 18.** No employee shall contract work by the thousand or lump work of any character covered by this Agreement or work for any person or persons contracting work by the thousand or lump work of any character taken from anyone without furnishing all the masonry materials. No employee or employer shall operate in violation of the laws, rules and regulations of the Contractors' State License Board of California and anyone violating this Section may be held in violation of this Agreement by the Joint Board.

**Section 19.** There will be no piece work or attempt to set up a certain amount of work to be done for a given unit of labor. All employees will diligently apply themselves to an efficient performance of their work.

**Section 20.** Employees will fill out the W-4 form as furnished by the Federal Government, and will not under any circumstances, furnish any other information except when required by the State or Federal Government.

**Section 21.** Craftworkers shall be permitted a ten (10) minute "rest period" from their work station during the first four hours of their shift. Craftworkers shall be permitted two (2) ten minute breaks from their work stations during an eight (8) hour work day; one during the first four hours of their shift; and one during the last four hours of their shift. The time for calling the rest period shall be at the discretion of the foreman on the job and the foreman may require the craftworkers to rotate their break to prevent complete shut down of the job.

**Section 22.** When craftworkers are required to pick up a time check or punch a time card for the convenience of the contractor's timekeeping, he or she shall not be required to pick up his or her time check or punch his or her time card on his or her own time. He or she shall be allowed sufficient time to reach the point of check-out on the contractor's time and shall not be required to check in before starting time.

**Section 23.** In industrial plants where cars of employees are not admitted and are in a parking area, employees shall be transported from the parking area to where the work is to be performed, if the distance exceeds one-quarter (1/4) mile, or time shall be allowed to walk the distance on the employer's time.

**Section 24.** The wet brick saw will be used on all materials required to be cut, except such material that cannot be cut on the wet saw, when practical. All dry saws must be equipped with suction fans, goggles, respirator and guard as required by CAL-OSHA. Such saw shall be placed so that no dust will be blown where other employees are working. Contractor to supply rubber gloves/apron and elevated platform.

**Section 25.** Employees shall abide by and strive for reduction of job accidents, wear hard hats as required by CAL-OSHA, ascend and descend all scaffolding in a safe manner, and use caution to prevent job accidents. Any employee failing to abide by the safety regulations on the job or working in a manner which may cause injury to himself or other employees shall be subject to immediate dismissal. CAL-OSHA requires all employees to wear hard hats at all times under the following conditions: (A) exposed to any possible falling object or electrical shock; (B) if employer requires same as part of his or her adopted safety policy; and (C) if the construction job is posted as a "Hard Hat Job". The foreman and craftworkers shall acquaint themselves with the CAL/OSHA Standards concerning Mason's scaffolds. All scaffold, ladders, platforms, bracing and overhead protection, shall be built and tied off per CAL-OSHA regulations.

**Section 26.** Employer shall abide by all State and Federal OSHA regulations.

**Section 27.** Craftsmen working on a job such as refractory glass houses acid brick etc. necessitating change of clothing due to dirty nature of the work shall be allowed fifteen (15) minutes to change clothing and clean tools, but must remain on the job until regular quitting time, unless excused by the foreman.

**Section 28.** All employees covered by this Agreement, must have in their possession on the job site all the regular hand tools needed to perform the work assigned, including a trowel, level, brick hammer, chisels, jointers, tuck pointing tools, line pins and trigs.

BOND NO.

Premium

Effective Date

**BOND**

Know all men by these presents:

That, we \_\_\_\_\_  
Contractor's Firm Name

\_\_\_\_\_  
Address

hereinafter referred to as "Principal" or "Contractor" and

\_\_\_\_\_  
Surety Firm Name

hereinafter referred to as the "Surety", a corporation created, organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ are held and firmly bound into International Union Of Bricklayers And Allied Craftworkers, AFL-CIO, Local Union No. 3 and its successors and assigns (hereafter "Bricklayers Local 3") in the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to Bricklayers Local 3, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors jointly and severally firmly by these presents.

The condition of the above obligation is such that:

Whereas, the collective bargaining agreement between the Principal and Bricklayers Local 3, requires that each contractor post a surety bond executed by a Surety Company in the amount of Ten Thousand Dollars (\$10,000.00) to guarantee compliance by the Contractor to all the terms and conditions of the Collective Bargaining Agreement, against a Contractor for violations of this Agreement, and shall include a guarantee of payments by the Contractor of wages and/or of all fringe benefit amounts (herein defined as Health and Welfare, Pension, Dental, Vacation, Union Administration ("Dues"), Apprenticeship Training, and Promotion payments) on a local or national plan, including costs of collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges.

Now, therefore, if said Contractor shall pay all damages and all fringe benefit contributions or deductions, as defined above, including cost of collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges, then this obligation shall be null and void; otherwise, to remain in full force and effect.

Provided, that this bond is conditioned upon the following conditions and limitations:

1. In the event, after thirty (30) days written notice by certified mail to the last known address of the contractor, the contractor fails to pay, in full, all amounts due under the provisions of preceding paragraphs, whether by virtue of bankruptcy or any other reason, the Surety shall guarantee under this Bond payment of all damages, wage and/or fringe benefit amounts previously set forth, including costs of the collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges.

2. Payment shall be made by the Surety Company under this Bond within thirty (30) days of the date of notification to the Surety that the Contractor, notwithstanding the written notice set forth herein in paragraph 1, has neglected, failed or refused to pay the amounts claimed to be due. The Contractor consents to any payment made by the Surety Company in reliance upon notification of the Surety.





**MEMORANDUM AGREEMENT FOR INDIVIDUAL EMPLOYER**

IT IS AGREED between the undersigned Employer and Bricklayers And Allied Craftworkers Union Local No. 3, California ("Union") in consideration of services performed and to be performed by masonry employees for the Contractor as follows:

1. The Employer agrees to comply with all of the terms, including wages, hours, and working conditions, as set forth in the masons agreement by and between the Northern California Mason Contractors Multi-Employer Bargaining Association ("NCMCMBBA") and the Mason Contractors Association of Central California ("MCACC") and the Union, effective July 1, 2008 through April 30, 2013 which Agreement is incorporated herein by reference and a copy of which has been delivered to me and receipt of which is hereby expressly acknowledged).

2. The term "Masons Master Agreement" referred to in this Memorandum Agreement shall be that agreement described in paragraph 1 of this Memorandum Agreement or any other agreement designated in writing by the Union as the "Masons Master Agreement" for a term or period subsequent to April 30, 2013 by and between the Union and either the NCMCMBBA or the MCACC or any subsequent modification, changes, amendments, supplements, extensions or renewals of or to said designated Masons Master Agreement.

3. The Employer agrees to comply with all of the terms, including wages, hours, and working conditions of the Masons Master Agreement any future modifications, changes, amendments, supplements, extensions or renewals of or to the Masons Master Agreement for the term thereof.

4. The Employer agrees that he or it does irrevocably designate and appoint the employer trustees of said Trust Funds mentioned in the Masons Master Agreement as his or its attorneys in fact for the selection, removal and substitution of trustees or Board members as provided in the Trust Agreements as may be hereinafter provided by or pursuant to said Trust Agreements.

5. Each Employer signatory hereto specifically waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Masons Master Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation or to file a petition seeking clarification or redefinition of the bargaining unit covered by this Agreement.

6. This Memorandum Agreement shall remain in full force and effect from the date it is signed through to April 30, 2013, inclusive, and for the term of any successor Masons Master Agreement. The Employer does hereby authorize the NCMCMBBA or the MCACC to represent the Employer in bargaining with the Union, unless the Employer has given written notice by certified mail to the Union of the Employer's desire to change or cancel this Memorandum Agreement at least sixty (60) days but not more than ninety (90) days prior to the termination date of the current Masons Master Agreement (eg. at least 60 days but not more than 90 days prior to April 30, 2013) or at least 60 days but not more than 90 days prior to the termination date of any successor Masons Master Agreement. All notices given by the Union to the NCMCMBBA or the MCACC shall constitute sufficient notice to the Employer by the Union.

Company Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

City, State and ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Contractors License No. \_\_\_\_\_

Corporation/Sole Proprietorship/Partnership \_\_\_\_\_

Bricklayers & Allied Craftworkers Union Local No. 3, California

Signature \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_







**AGREEMENT**

**April 1, 2011 to March 31, 2014**

*by and between*

**TILE, TERRAZZO, MARBLE AND  
RESTORATION CONTRACTORS  
ASSOCIATION OF  
NORTHERN CALIFORNIA, INC.**

*and*

**INDEPENDENT TILE CONTRACTORS**

*and*

**BRICKLAYERS  
AND ALLIED CRAFTWORKERS  
LOCAL UNION NO. 3 CA  
IUBAC, AFL-CIO**

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# AGREEMENT

APRIL 1, 2011 TO MARCH 31, 2014

**THIS AGREEMENT**, effective April 1, 2011, by and between Bricklayers and Allied Craftworkers Local Union No. 3 CA, IUBAC, AFL-CIO, hereinafter the Union, and the Tile, Terrazzo, Marble and Restoration Contractors Association of Northern California, Inc., hereinafter the Association, for and on behalf of such Individual Employers as are now or hereafter become members of the Association, or have authorized the Association to represent them in collective bargaining with the Union, and for such other Individual Employers as may execute this Agreement or a counterpart thereof.

## ARTICLE I. RECOGNITION AND SCOPE OF AGREEMENT

### SECTION 1. RECOGNITION.

a) Each Employer signatory to this agreement, whether as a member of the Association or as an Individual Employer, hereby acknowledges that, following a request by the Union for recognition as the majority collective bargaining representative under Section 9 (a) of the National Labor Relations Act, the Employer has recognized the Union as the Section 9 (a) majority collective bargaining representative for all of the Employer's employees performing unit work based upon a showing by the Union of, or based upon an offer by the Union to show evidence that a majority of the Employer's employees authorize the Union to represent them in collective bargaining. The Employer further agrees that it is establishing, or has previously established, a collective bargaining relationship by this agreement within the meaning of Section 9 of the National Labor Relations Act of 1947 as amended.

b) Each Individual Employer that becomes signatory to this Agreement after the effective date of this Agreement agrees that if it has not previously done so, at any time during this agreement it will, upon the Union's request for recognition as the Section 9(a) representative of the Employees in the bargaining unit described herein, and upon the Union's submission of proof of majority support by such Employees, voluntarily recognize the Union as the exclusive representative, as defined in Section 9(a) of the National Labor Relations Act, of all Employees within the bargaining unit on all present and future jobsites within the jurisdiction of the Union. When the Union has requested recognition as majority representative, the Employer's recognition will be based on the Union's proof or offer to submit proof. The Employer expressly agrees that it will not condition its recognition upon the results of an election conducted under the rules and regulations of the National Labor Relations Board.

**SECTION 2. EMPLOYEE REPRESENTATIVES.** Business Representatives of the Union and representatives of the Northern California Tile Industry Labor Management Cooperation Trust Fund will have access to shops and jobs for the purpose of conducting Union or Trust duties which cannot be performed at other times, provided that such duties will be performed as expeditiously as possible. The persons described in the preceding sentence may not take any actions to interfere with the work or hinder productivity.

**SECTION 3. AREA COVERED.** This Agreement shall apply to all work under the jurisdiction of the Tile Layers and Tile Finishers, as hereafter defined, in the California Counties of 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.

**SECTION 4. WORK COVERED.** This Agreement shall cover all work of the Individual Employer performed at the site of construction, alteration, painting or repair, as defined below.

(a) **Tile Layer's Work** includes the following:

- (1) The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, exterior veneers, stair treads, stair risers, facing, hearths, fireplaces, and decorative inserts, together with

any marble plinths, thresholds or window stools used in connection with any tile work; also to prepare and set all concrete, cement, brickwork or other foundations or material that may be required to properly set and complete such work.

- (2) The cutting of all tile by machinery or tools on the job site.
  - (3) The application of a coat or coats of mortar, prepared to proper tolerance to receive tile on floors, walls and ceilings, regardless of whether the mortar coat is wet or dry at the time the tile is applied to it.
  - (4) The setting of all tile with mortar, asphalt and/or sand where the bed is floated, screeded, slabbed or buttered.
  - (5) The setting of all tile by the adhesion method with organic and/or inorganic thin-bed bonding materials where such bonding material is applied to the backing surface and/or the back of tile units or sheets of tile.
  - (6) The rough-in, floating, screeding, beating, rubbing and finishing of all tile work, including the setting of all fixtures, rods, accessories, cap and tile, including all other preparatory work required to complete all the installations.
  - (7) The installation of waterproofing membranes, accessories, and the insertion of decorative tile inserts in other materials.
  - (8) The setting, sealing and installation of prefabricated tile systems.
- (b) **Tile Finisher's Work** includes mixing mortar, cleaning and grouting all tiles set by the Tile Layer, handling all sand, cement, lime, tile and other materials and all chemicals that may be used in tile installation after being delivered to the job.
- (c) **Tile** as used above is defined as the following products:
- (1) All burned clay products as used in the tile industry, either glazed or unglazed.
  - (2) All composition materials, marble or other stone tiles, glass, mosaics and all substitute materials for tile made in tile-like units.
  - (3) All mixtures in tile-like forms of cement, metals, plastics and other materials, that are made and intended for use as a finished floor, surface, stair treads, promenade roofs, walks, ceilings, swimming pools and all places where tile is used to form a finished interior or exterior surface for practical use, sanitary finish or decorative purposes.

**SECTION 5. SUBCONTRACTING.** Work covered by this Agreement which is to be performed at the site of construction, alteration, painting or repair of any building, structure or other work may be subcontracted only to persons, firms or corporations who are signatory to this Agreement. The Individual Employer who is the prime contractor will notify the Union of the identity of the subcontractor prior to the commencement of work by the subcontractor. This obligation may be enforced, at the option of the Union and the trusts funds, either through the grievance and arbitration procedures set forth in this Agreement or any other legal means available to the Union or the trust funds; provided, however, that the Union may not enforce this section through a strike or any other economic action.

**SECTION 6. MOST-FAVORED-NATIONS CLAUSE.** Should the Union at any time during the existence of this Agreement grant more favorable conditions to any contractor including, but not limited to, Health & Welfare or Defined Benefit Pension, the Union agrees to grant those same conditions to all contractors signatory to this Agreement. This section does not pertain to Section 112 (Work Preservation).

**SECTION 7. TRAVELING CONTRACTORS CLAUSE.** When the Employer has any work specified in Article I of this agreement to be performed outside of the area covered by this Agreement and within the area covered by a standard

Collective Bargaining Agreement of another affiliate of the International Union of Bricklayers and Allied Craftworkers, the Employer agrees to abide by the full terms and conditions of the standard Agreement in effect in the job site area with respect to all employees, wherever hired, who perform such work. If employees are sent to work on a project in an area where there is no local Agreement covering the work specified in Article II and Code 1 of the BAC International Constitution, the full terms and conditions of this Agreement shall apply.

## ARTICLE II. EMPLOYMENT

**SECTION 8. HIRING.** The Employer must secure all of his/her employees through the Employment Office of the Union and the Union agrees to furnish employees within forty-eight (48) hours of the time they are requested, if available. In the event the Union fails to furnish employees within said forty-eight (48) hours (Saturdays, Sundays, and recognized holidays excluded), the Employer may hire employees from any source, not to exceed the number requested from the Union, and the Employer shall immediately notify the Employment Office of the Union of the name, address, and social security number of each employee hired, and the beginning date of employment.

**SECTION 9. EMPLOYMENT OFFICE.** The Union shall maintain an Employment Office in the San Francisco Bay Area with adequate facilities for employees to register for employment. All employees and applicants for employment shall be entitled to the use of said facilities, subject, however, to the requirements of federal, state and local law, and to the provisions of Section 18 (Union Security).

**SECTION 10. NON-DISCRIMINATION IN REFERRALS.** The Union's Employment Office shall be conducted without discrimination because of age, race, color, religion, sex or national origin, or membership or non-membership in, or activity for or against, any labor organization, except to the extent that membership in the Union may be required as a condition of employment as required by Section 18. The selection of employees or applicants for employment or referral shall not be based upon 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.

**SECTION 11. EMPLOYMENT PREFERENCE.** Employees who have been employed upon the work covered by this Agreement for a cumulative total of 1,600 hours during the period from May 1, 1995 to March 31, 1998 by Employers signatory to this Agreement, or who have been employed under this Agreement for a cumulative total of 1,600 hours or more since May 1, 1995, shall be entitled to preference in employment, in the following order: (1) Journeypersons and (2) Apprentices and Improvers. Apprentices who have completed all requirements of their apprenticeship shall become Journeypersons and shall thereafter enjoy the preference of Journeypersons.

**SECTION 12. NON-PREFERRED CLASSES.** Registration of employees without a preference shall be valid only for the calendar month in which the employee registered, and no such registration shall be carried over into any succeeding calendar month. Any such employee shall register during any succeeding calendar month or months and shall be available for dispatch in any one calendar month only upon doing so.

**SECTION 13. DISPATCH INFORMATION.** The Union has established and will continue to operate a computerized dispatching system. When an employee is dispatched to an Individual Employer, the Union's Employment Office will provide the Individual Employer with a written dispatch slip containing complete and up-to-date information regarding the employee's skill level, the hours reported at that skill level and the immediately preceding skill level, and the contractors for whom the employee has worked at that skill level and the immediately preceding skill level.

**SECTION 14. REJECTION OF REFERRALS.** The Employer may reject any employee or applicant for employment referred by the Employment Office of the Union. Employees or applicants for employment who are rejected by an Employer shall be paid show-up pay as provided in Section 75; provided, however, that an Employer shall be relieved of the obligation to pay show-up pay to any employee or applicant who does not possess all of the following minimum qualifications: (a) a valid California driver's license; (b) a driving record acceptable to the Employer's automobile insurance company; (c) the ability to communicate as necessary to perform the job safely and efficiently; and (d) proof of eligibility to work in accordance with the Immigration Reform and Control Act. In addition, Tile Layers and Improvers must report to the job site with all necessary hand tools; Journeyperson Finishers must possess all of the tools listed in Section 37 of this Agreement; and Apprentices must possess the tools required to perform the job to which the employee is assigned, provided that the Apprentice receives prior notice regarding the job to be performed. Notwithstanding the above, no Employee who makes less than twice the state minimum wage can be required to provide his/her own tools.

**SECTION 15. RECALL OF EMPLOYEES.** Notwithstanding the requirements of Section 11, employees with a preference under that section who have been registered as out of work for at least forty-eight (48) hours may be requested by name, provided that the employee has worked for that Employer at least forty (40) hours within one (1) year preceding the date of the request. For this purpose, upon the Employer's request, the Dispatch Officer will make known the names of all employees who have been registered for at least forty-eight (48) hours upon the preferred lists.

**SECTION 16. REFUSAL OF WORK.** Any employee, whether of a preferred or a non-preferred category, who refuses offers of dispatch to any three (3) different Employers during any one period of registration shall be dropped from the list and must re-register in order to be available for dispatch thereafter.

**SECTION 17. EMPLOYMENT OF FEWER THAN THREE (3) DAYS.** Any employee who is dispatched to a job of fewer than three (3) working days duration shall be restored to the employee's place on the list, provided that the employee reports back to the Employment Office of the Union within two (2) working days after the last day of employment.

**SECTION 18. UNION SECURITY.** All employees shall be required as a condition of employment to apply for and become members of, and to maintain membership in, the Union within eight (8) days following the commencement of their employment or the date of execution of this Agreement, whichever is later. This provision shall be enforced to the full extent permitted by law. The Union shall be the sole judge of the qualifications of applicants for membership in the Union.

**SECTION 19. POSTING OF ARTICLE II.** A copy of this Article II shall be kept posted by the Union and Individual Employers in places where notices to members, employees and applicants for employment are customarily posted.

**SECTION 20. NON-DISCRIMINATION.** The parties agree to comply with all laws and ordinances to assure, within the scope of this Agreement, compliance with equal opportunity and fair employment laws and implementing regulations.

**SECTION 21. GRIEVANCES UNDER ARTICLE II.** Any employee or applicant for employment who is aggrieved by the actions of an Individual Employer believed to be in violation of this Article II, excepting Section 18 hereof, may submit such grievance to the Joint Arbitration Board. Such grievances must be submitted in writing within fifteen (15) days of the occurrence or of when the employee or applicant knew or reasonably should have known of the occurrence, failing which the grievance shall be deemed waived.

### **ARTICLE III. APPRENTICESHIP**

**SECTION 22. JOINT APPRENTICESHIP AND TRAINING COMMITTEE.** In order to maintain and ensure an adequate number of qualified Tile Layers and Tile Finishers for employment in the industry, the parties agree to maintain a Joint Apprenticeship Training Committee (JATC) consisting of four (4) members appointed by the Association and four (4) members appointed by the Union. The Committee shall conform to and comply with the Apprentice Labor Standards of the State of California and shall maintain training programs for Tile Layer and Tile Finisher apprentices and other persons employed or employable under this Agreement.

**SECTION 23. APPRENTICESHIP STANDARDS.** Apprentice training shall conform to the Tile Layer Standards and Tile Finisher Standards prepared by the JATC and approved by the Division of Apprenticeship Standards (DAS) or other supervising agency, and such standards shall be considered a part of this Agreement.

**SECTION 24. JATC AUTHORITY.** The JATC shall have all of the powers conferred upon local joint apprenticeship committees by the Apprentice Labor Standards Act and in addition thereto shall be empowered to conduct a training program for employees and applicants for employment other than apprentices, and when its jurisdiction has been invoked as hereinafter provided, to determine the qualifications for employment by appropriate examination and otherwise, and to classify or reclassify employees as Certified Journeypersons, Improvers or Apprentices, or to certify them as being unqualified or unfit for employment upon any phase or phases of tile work. The Committee's powers shall specifically



include the authority to disqualify an Employer from training additional apprentices for violations of the approved standards, selection procedures or Section 25 below.

**SECTION 25. PROGRESSION OF AN APPRENTICE.** The progression of an apprentice to the next skill level will be based on satisfaction of applicable apprenticeship program requirements and mutual agreement of the Employer, JATC and apprentice. The Employer agrees that, as a condition of eligibility to hire and train apprentices, an apprentice shall not be compelled or allowed to work on a Saturday when the employee's attendance is required at related instruction classes.

**SECTION 26. EXAMINATION OF APPRENTICES.** Upon the written request of the Union or any Individual Employer party to this Agreement or of the Association, an employee or applicant for employment must submit to an examination to be scheduled by the JATC. The JATC shall be empowered upon the basis of such examination to reclassify the employee or applicant for employment or to certify the employee as being unqualified for employment upon any phase or phases of tile work. The JATC shall be further empowered to require any employee whose name has been referred to it under this section to enroll in the training program for training in any or all phases of the trade in which it has found and certified the employee as being unqualified. The JATC shall make the final determination of the skill level classification of all apprentices, which determination shall be based upon the number of hours worked by the apprentice as set forth in Appendices A through E of this Agreement, any examinations which the JATC deems necessary and the apprentice's satisfactory participation in the apprentice training program. An Individual Employer may, if that employer so elects, pay a person enrolled in the apprentice training program an hourly rate higher than that required for the skill level of that employee as determined by the JATC; however, such payment shall not determine that employee's skill level for purposes of employment by any other Individual Employer. Any person employed to perform work covered by this Agreement who is not enrolled in the apprentice training program administered by the Northern California Tile Industry Apprenticeship And Training Trust Fund shall be paid as a journeyman.

Whenever an employee whose name has been referred to the JATC under this section fails to report for examination, or fails to obey any order of the JATC to submit to training in any phase or phases of tile work in which it has found and certified the employee to be unqualified for employment, the JATC may notify the Employment Office of the Union and upon receipt of such notice the Employment Office shall bar the employee from registering for employment until such time as it has been notified that the employee has complied. Similarly, whenever the JATC has found that any employee or applicant for employment is unqualified for employment in any phase or phases of tile work, it may certify the employee to the Employment Office of the Union as being so unqualified and the employee or applicant for employment shall not be entitled to be dispatched to any Individual Employer for employment in such phases of tile work.

**SECTION 27. NON-DISCRIMINATION BY JATC.** All proceedings of the JATC shall be conducted fairly and impartially and without regard to race, color, religion, sex, age, national origin or membership or non-membership in the Union or any other labor organization. The JATC shall formulate and adopt uniform standards for selection, examination and classification of all employees and applicants for employment referred to it, which standards shall comply with all requirements of federal, state or local law.

**SECTION 28. APPEALS TO THE JATC.** Any action of the JATC affecting an apprentice or applicant for apprenticeship may be appealed by the apprentice or applicant directly to the JATC through written request for an appearance before the Committee.

#### **ARTICLE IV. ARBITRATION**

**SECTION 29. JOINT ARBITRATION BOARD.** A Joint Arbitration Board shall be established to consist of four (4) members to be appointed by the Association and four (4) members to be appointed by the Union. The Joint Arbitration Board shall have the power to hear and adjust any and all disputes between the Union and the Association or an Individual Employer involving the interpretation or application of the provisions of this Agreement arising during the term of this Agreement. Notwithstanding anything in this Agreement to the contrary, the Union and/or any trust fund associated with the Union may bring a civil action against an employer arising solely out of any dispute related to the payment of fringe

benefits (including vacation and dues), the audit of an employer's records, the payment of liquidated damages and other matters related to payment of such fringe benefits, without arbitration of such dispute. Neither the Union nor any such trust fund may be compelled to arbitrate such a dispute.

**SECTION 30. GRIEVANCE PERIOD.** Other than matters concerning discharge, all complaints of alleged violations of this Agreement shall be made within twenty (20) working days of the date of the alleged violation or of when the aggrieved party knew or reasonably should have known of the alleged violation, and shall be referred to the Joint Arbitration Board in writing. All discharge grievances must be made to the Joint Arbitration Board in writing within ten (10) working days of the date of the alleged violation. If a complaint is not filed within these time limits, the grievance shall be deemed waived. The Joint Arbitration Board shall meet within fifteen (15) days of the date the grievance is submitted to hear the complaint. The Joint Arbitration Board shall have the authority after due notice and hearing to determine any and all violations of this Agreement, and by a majority vote, to assess damages for the same. The decision of at least five (5) members of the Joint Arbitration Board shall be final and binding on the parties. In the event of any grievance where any party requests books and records which are relevant to the disposition of the dispute, such books and records shall be brought to the next noticed meeting of the Joint Adjustment Board or its subcommittee, after receipt of written request for the production of books and records, and shall be made available for the inspection and perusal of the parties. The Joint Adjustment Board or its subcommittee in the alternative may delegate one or more of its members or representatives to make an inspection at some other place or time. The employer shall provide to the Union such records including payroll and job records, which are needed to enforce the Agreement upon reasonable request. Should the Employer refuse or fail to provide such information, the Joint Arbitration Board shall have the power to enforce the Union's request and provide appropriate remedies for the Employer's failure to provide such information.

**SECTION 31. IMPARTIAL ARBITRATOR.** In the event the Joint Arbitration Board is unable to agree within ten (10) days on any matter so referred to it, then it is agreed that the matter shall be submitted to an impartial arbitrator whose decision shall be final and binding. Said arbitrator shall be selected from a panel of five (5) names to be supplied by the Federal Mediation and Conciliation Service. Pending decision of the arbitrator, status quo at the time the disagreement arose shall be maintained. The arbitrator may not alter, amend, add to or subtract from the terms of this Agreement.

**SECTION 32. JOINT SESSIONS.** Upon the request of either the Union or the Association, the Joint Arbitration Board will meet at mutually agreeable times to survey industry conditions and trade problems.

**SECTION 33. EXPEDITED ARBITRATION.** Any grievance (other than grievances alleging a violation of the subcontracting obligations set forth in Section 5) may by mutual agreement of the Union and the Association be expedited in the following manner:

- (a) The grievance shall be submitted to a special subcommittee designated by the Joint Adjustment Board. The special subcommittee shall consist of one representative each from the Union and Association representatives on the Board, and, if necessary, to resolve a deadlock, the impartial arbitrator designated under Section 31.
- (b) The party charged with a violation of the Agreement will be given forty-eight (48) hours notice of the hearing on the charges before the special subcommittee of the Board by telephone conference or in person as determined by the subcommittee. The charging party and the charged party shall present evidence and argument at the hearing and the subcommittee shall resolve and determine the grievance within twenty-four (24) hours after the hearing.
- (c) Immediate written notice of the Joint Adjustment Board decision by its designated subcommittee shall be given to the parties. In the event the Board's decision sustains the grievance and finds a violation by an employer, the written notice shall advise the charged employer that upon receipt by the employer of the notice of finding of a violation, the provisions of Article XI authorizing direct economic action to enforce the Board's decision are in full force and effect.
- (d) Neither this expedited arbitration procedure nor any decision of the Joint Adjustment Board resulting from operation of this procedure shall compel the Union to take economic action under the procedure.

## ARTICLE V. EQUIPMENT, TOOLS AND SAFETY

**SECTION 34. EMPLOYEE HEALTH AND SAFETY.** The parties hereto agree to do all in their power to secure the adoption of minimum safety orders by the Division of Industrial Safety, Department of Industrial Relations of the State of California, applicable to tile work. Whenever employees are required to work with materials or other products which are dangerous or harmful to human health or safety, including but not limited to epoxy or similar resinous materials, the Individual Employer shall furnish them with whatever protective clothing, tools or equipment is required. In the event of a dispute as to what constitutes materials or other products which are dangerous or harmful to human health or safety or as to what protective clothing or equipment is required, the parties shall refer the matter to the Division of Industrial Safety, Department of Industrial Relations of the State of California, and shall be governed by its recommendations.

**SECTION 35. EMPLOYER EQUIPMENT.** The Employer shall furnish at the job site all necessary equipment not considered the personal tools of the trade of the employee, including but not limited to power saws, mixing boxes, soaking tubs, mortar boards, straight edges and floating strips.

An employee who intentionally or as a result of gross negligence loses or damages any Employer-supplied equipment shall be responsible to replace or pay for it as agreed by the Joint Arbitration Board.

**SECTION 36. TILE LAYER'S TOOLS.** Tile Layers, Tile Layer Apprentices and Improvers shall provide and have available on the job site all hand tools that are necessary. If a Tile Layer, a Tile Layer Apprentice or a Tile Layer Improver reports to work without the required tools, the employee may be sent home without any obligation to pay show-up pay.

**SECTION 37. JOURNEYPERSON TILE FINISHER'S TOOLS.** Consistent with section 14 of the Agreement, the Journeyperson Tile Finisher and Tile Finisher Improver shall provide and have available on the job site the following tools:

- 1/4" Chisel or Screwdriver
- Hammer
- Utility Knife
- Regular Rubber Gloves
- Margin Trowel or Pointing Trowel
- Knee Pads
- Hard Hat
- Hose
- 2-Three Gallon Buckets
- Steel Flat Trowel, if required by Employer
- 1 - 50' Extension Cord, OSHA approved
- 1 Droplight, OSHA approved
- 2 Adapters, OSHA approved
- 1 Hand Mixer (such as potato masher)
- 1 Floor and Wall Grout Master
- 1 Hoe
- 1 Shovel

If a Journeyperson Tile Finisher or Tile Finisher Improver reports to work without the required tools, the employee may be sent home without any obligation to pay show-up pay.

**SECTION 38. APPRENTICE TILE FINISHER'S TOOLS.** Consistent with section 14 this Agreement, Apprentice Tile Finishers will be expected to buy the tools necessary as they progress through apprenticeship and to have all the tools listed above by the time of certification as a Journeyperson Finisher. Tile Finisher Apprentices must provide the tools required to perform the job to which they are assigned, provided the Apprentice receives prior notice regarding the job to be performed. If a Tile Finisher Apprentice reports to work without the tools required to perform the job to which the employee is assigned, the employee may be sent home without any obligation to pay show-up pay.

**SECTION 39. WORK SHOES.** All employees are required to furnish safety work shoes as per OSHA rules.

**SECTION 40. VEHICLES.** No employee shall be required to furnish a truck or other vehicle to the Employer, whether compensated or not. The Employer shall supply adequate transportation facilities to employees engaged in the patching and servicing of tile work. Employers may require the return of Employer-provided vehicles at any time at their sole discretion.

**SECTION 41. USE OF POWER SAWS AND GRINDERS.**

Employers agree to comply with all new and existing health and Safety regulations. The Union and the Employers agree to jointly take steps to notify all signatory contractors and the union members of all new and existing health and safety regulations.

**ARTICLE VI. CLASSIFICATIONS AND DEFINITIONS**

**SECTION 42. CLASSIFICATIONS.** Employees are classified as a Certified Journeyman, Apprentice, or Improver. New employees shall not be classified, and existing employees shall not be reclassified, as an Improver after April 1, 2007.

**SECTION 43. CERTIFIED JOURNEYPERSON.** Except as provided in Section 46 (Red-Circled Finishers), a Certified Journeyman is a Tile Layer or Tile Finisher who has completed all of the requirements of the pertinent apprenticeship program approved by the DAS or whose certification is pending according to records of the JATC office.

**SECTION 44. APPRENTICE.** For purposes of this Agreement, an Apprentice is an individual currently registered with the DAS in an approved tile apprenticeship program or whose registration is pending according to records of the JATC office. (Employers should note, however, that for public works or other government purposes, the term "Apprentice" refers only to individuals whose registration is complete and on file with the DAS.) An individual employed as a finisher in those counties covered by Appendices A through E, shall not be considered to be an Apprentice and need not be registered in an approved apprenticeship program (or pending with the JATC office) for the first 80 hours of employment.

**SECTION 45. IMPROVER.** Any existing Improver may apply to and be considered for acceptance in the appropriate apprenticeship program to become a certified Journeyman.

**SECTION 46. CLASSIFICATION OF RED-CIRCLED FINISHERS.** For purposes of the various ratios set forth in Article VII, an employee who was a Journeyman Finisher prior to July 1, 1992 will be classified as follows. If the Journeyman Finisher was receiving the red-circled wages and benefits or higher, the employee will be considered a Journeyman. If the Journeyman Finisher voluntarily drops down to a lower rate in order to obtain more work, the employee will be classified as an Improver. If the Journeyman Finisher entered the Tile Layers apprenticeship program at wages and benefits less than the red-circled rate with the goal of becoming a Journeyman Tile Layer, the employee will be considered an Apprentice. A Journeyman Finisher who entered the Tile Layers apprenticeship program and receives wages and benefits equivalent to or greater than the red-circled Journeyman Finisher rate will be considered a Journeyman.

**SECTION 47. NEW HIRES.** A new hire will be considered any employee who is hired after March 31, 2001 and who has worked fewer than 1,500 hours under this Agreement. The term "new hire" does not include an employee who discontinues work for one signatory Employer and becomes employed by another signatory Employer, except those individuals whose total employment at an F3 skill level for all Employers under this Agreement is less than 80 hours (in counties covered by Appendices A through E) is terminated through no fault of their own without a reasonable opportunity for evaluation shall, upon the employee's request, be eligible for referral to another Employer as a new hire. For purposes of the "new hire" ratio set forth in Section 56 below, if the Union's Employment Office is unable to supply personnel requested by an Employer within forty-eight (48) hours and the Employer exercises its right to hire employees from other sources, such employees will not be considered new hires for purposes of the ratio.

**SECTION 48. ASSIGNMENT OF CLASSIFICATIONS.** New hires and new referrals whose skills are not readily verifiable shall, upon occasion of their first employment with any Employer signatory to this Agreement, be assigned a provisional classification and wage rate based upon the skill level disclosed in their application, and subject to evaluation over the first thirty (30) days of employment with the Employer. Such provisional initial assignment shall be made by the Union Dispatch Officer in the case of new hires referred by the Union Employment Office and by the Employer in the case of new hires secured by the Employer as provided for in Article II. At no time and in no case shall a new hire be classified at less than an F3 skill level if the new hire is a finisher or a S-7 skill level if the new hire is a layer. Any adjustment of the provisional rate shall be made within thirty (30) days of initial employment and shall be agreed upon by the Employer and the employee. Failure of either party to seek adjustment during that time shall mean the provisional rate and classification is agreed to be the established rate and classification; disputes or disagreements after that time shall be subject to the procedures of Sections 49 and 50 (Appeals and Grievances).

In order that the Union may dispatch effectively, any classification or re-classification made without the knowledge and confirmation of the Union shall be without effect. Confirmation shall consist of issuance to all concerned parties of a new dispatch slip reflecting the changed classification.

**SECTION 49. APPEAL OF CLASSIFICATION.** Any employee or applicant for employment who is dissatisfied with the classification so assigned to the employee or applicant may apply to the JATC in writing for examination and review of that classification at its next regular meeting but shall continue in the assigned classification until such time.

**SECTION 50. GRIEVANCES UNDER ARTICLE VI.** Any employee or applicant for employment who is aggrieved by the application of any of the provisions of this Article may submit a grievance to the Joint Arbitration Board. Such grievances must be submitted in writing within fifteen (15) days of the action giving rise thereto or of when the aggrieved party knew or reasonably should have known of the alleged violation, failing which the grievance shall be deemed waived.

## **ARTICLE VII. WORK FORCE RULES AND RATIOS**

**SECTION 51. NUMBER OF EMPLOYEES.** There shall be no limitation as to the number of employees to be employed on any job, this being a matter to be determined by the Employer's good judgment.

**SECTION 52. WORKING OWNERS.** No more than one (1) owner, proprietor or partner of an Individual Employer may work with the tools of the trade. Any contractor who works with the tools must abide by all the provisions of this Agreement as applied to any Union Employee and Employer.

**SECTION 53. TRADE JURISDICTION RATIO.** Disputes regarding Section 4 of this Agreement shall be subject to the grievance and arbitration procedure set forth in Article IV; however, in order to minimize jurisdictional disputes, the parties agree that each Individual Employer will be deemed to be in compliance with such jurisdictional provisions, so long as the ratio of Tile Finisher hours to Tile Layer hours and the ratio of Tile Layer hours to Tile Finisher hours are no greater than 2:1. (In other words, one-third of each Employer's total work force hours shall be guaranteed to Tile Layer employees and one-third shall be guaranteed to Tile Finisher employees.)

**SECTION 54. IMPROVER RATIO.** The maximum ratio of Improver hours shall not exceed 33-1/3 percent of the Employer's total Local 3 work force hours.

**SECTION 55. JOURNEYPERSON RATIO.** Journeyperson hours shall constitute at least 33-1/3 percent of the Employer's total Local 3 work force hours.

**SECTION 56. NEW HIRE RATIO.** The maximum ratio of "new hire" hours shall not exceed 33-1/3 percent of the Employer's total Local 3 work force hours.

**SECTION 57. EXCEPTION FOR SMALL EMPLOYERS.** The ratios set forth in Sections 55 and 56 do not apply to Employers who employ four or less Local 3 members. Such Employers may employ a maximum of one (1) Improver.

**SECTION 58. MEASUREMENT OF RATIOS AND PENALTIES.** Each Employer's compliance with Sections 53, 54, 55 and 56 will be measured by the calendar month based on the hours reported to the Trust Funds for that month. Monthly reporting forms must be compiled by the Administrator of the Trust Funds and submitted to the Joint Trust Delinquency Committee for review on a monthly basis. If an Employer exceeds the 2:1 ratio for work performed within the geographical boundaries covered by this Agreement, the Employer shall be obligated to pay to the Apprenticeship Trust Fund the applicable Journeyman wage rate (either the skill level F-6 wage rate or the Certified Tile Layer wage rate) for each hour by which the Employer exceeds the 2:1 ratio. If the Employer exceeds the 33-1/3 percent ratios set forth in Sections 54 and 56, the Employer shall be obligated to pay to the Apprenticeship Trust Fund the difference between the new hire wage and the Journeyman Finisher wage (skill level F-6) for all hours by which the Employer exceeds either ratio. No pyramiding of penalties will be allowed.

#### **ARTICLE VIII. WAGES, HOURS AND WORKING CONDITIONS**

**SECTION 59. PIECE WORK.** No Employer shall offer and no employee shall accept employment on any piecework basis.

**SECTION 60. PAYMENT OVER SCALE.** It shall not be a violation of this Agreement to pay any employee over scale. Apprentices may be paid more than the S-10 wage rate but may not be classified above skill level S-10 unless they have completed the school hours required by the JATC. Employers may discontinue over scale wage payments at any time at their sole discretion.

**SECTION 61. EFFECT OF THE 1992-1995 AGREEMENT.** Employees began working under the new system at their then-current rate of pay and the benefits which corresponded to that rate of pay under the new system. However, any employee, including an existing Journeyman Finisher, may progress to higher skill levels by satisfying the applicable hours and education requirements and with the mutual agreement of the Employer, Union and employee. Subject to DAS approval, any employee who is not receiving a sufficient amount of work under the new system may voluntarily drop down to a lower skill level in order to receive additional hours, training and schooling.

Red-circled Journeyman Finishers and all Apprentices indentured prior to July 1, 1992 shall be considered "grand fathered" with respect to their combined wage and vacation package; provided, however, that the red-circled Journeyman Finishers will receive the lower vacation amounts set forth in Appendices A, B, C, D, and E.

**SECTION 62. WORK DAY AND WORK WEEK.** Except as otherwise noted, eight (8) consecutive hours between 6:00 a.m. and 5:00 p.m. will constitute a day's work, and five days, consisting of not more than eight hours per day, Monday through Friday, not exceeding forty hours per week, will constitute a week's work; provided however, that an Individual Employer may, upon advance written notice to the Union, implement a 4-day, 40-hour work week. In the latter case, ten (10) consecutive hours between 6:00 a.m. and 6:00 p.m. will constitute a day's work, and four days, consisting of not more than ten hours per day, Monday through Thursday or Tuesday through Friday, will constitute a week's work. All such hours will be paid for at the employee's regular rate of pay. An Individual Employer may implement a 4-day, 40-hour work week for purposes of one or more specific projects.

**SECTION 63. STARTING TIME.** Employees ordered to report at the Employer's shop or other place of business before going to the job site shall be deemed to work from the time of so reporting.

**SECTION 64. LUNCH BREAK.** All employees are required to take a one-half hour unpaid lunch break sometime near the midpoint of their eight-hour shift. A break not to exceed ten (10) minutes shall be allowed each morning and afternoon, in accordance with California state law. Any disputes over the provision of rest breaks shall be resolved through the grievance procedure.

**SECTION 65. REDUCTION IN 40-HOUR WEEK.** In the event that a condition of unemployment prevails within the industry, whereby a surplus of unemployed and skilled employees exists, or for any other reason a reduction in the regular work week appears necessary, the Joint Arbitration Board shall meet for the purpose of reviewing this condition. The Joint Arbitration Board shall determine to what extent the regular workweek of forty (40) hours should be reduced.

**SECTION 66. HOLIDAYS.** Recognized (unpaid) holidays will be New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day. If a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday. Employees may take Dr. Martin Luther King Jr. Day off without pay and without adverse consequences; employees that work will not be paid premium time.

**SECTION 67. WAGE AND BENEFIT PACKAGE.**

Effective April 1, 2011, the straight-time wage and benefit rates for employees covered by this Agreement are those set forth in Appendices A, B, C, D, and E, depending on the county in which the work is performed. The wage and fringe benefit rates from skill level F3 through Journeyman Finisher (skill level F-6) constitute a separate, independent schedule for all purposes involving Finishers, such as prevailing wages and apprenticeship standards and the skill level F-6 wages and benefits constitute 100% of the Journeyman Finisher's wages and benefits.

The allocation of the negotiated labor cost increases to wages and /or benefits scheduled for April 1, 2011 and subsequent anniversary dates must be referred to the Joint Arbitration Board for decision. In the event that the Labor and Management parties of the Joint Arbitration Board are unable to agree on the allocation of the negotiated increases, the dispute shall be referred to final and binding interest arbitration in accordance with Article IV.

It is agreed by the parties hereto that whenever the prevailing wage/fringe package as established by the State or Federal Government for a particular public works project is lower than the wage/fringe package set forth in this Agreement, the Employer may pay the prevailing wage/fringe established by the State or Federal Government to all employees on that public works project. For purposes of this paragraph, the phrase "public works" shall have the same meaning as set forth in California Labor Code Section 1720. For this paragraph to apply to any project, the Employer must request that the Union allocate, in writing, the prevailing rate for the project. The allocation by the union need not be approved by the Association or by any Employer if: (i) the total taxable portion of the prevailing rate is equal to the total taxable portion of the Union's allocation; (ii) the total nontaxable portion of the prevailing rate is equal to the total nontaxable portion of the Union's allocation; (iii) the amount allocated to Union dues shall be an amount such that the ratio of allocated Union dues to current Union dues is equal to or less than the ratio of the total prevailing rate (wages + fringes) to the current total collective bargaining agreement rate (wages + fringes); (iv) the percentage by which promotion fund and contract administration are reduced shall be the same as the percentage by which Union dues is reduced. The Association must approve any allocation of the prevailing rate which does not satisfy the criteria set forth in the preceding sentence."

**(a) BAY AREA, NORTHERN COUNTIES WAGE RATES (APPENDIX A).** For work performed in the counties of San Francisco, Alameda, Contra Costa, San Mateo, Santa Clara, Solano, Marin, Napa, San Benito, Monterey, Santa Cruz, and Del Norte, Humboldt, Siskiyou and Trinity (the "Northern Counties"), wages and benefits shall be in accordance with Appendix A.

**(b)** Effective April 12, 2004, subject to DAS approval, the only skill levels for Tile Finisher Apprentices shall be F3, F4 and F5. The number of hours required to complete each skill level (F3 through F5) shall be 700 hours.

**(c) WINE COUNTIES WAGE RATES (APPENDIX B).** For all work performed in the counties of Mendocino, Lake and Sonoma (the "Wine Counties"), wages and benefits shall be in accordance with Appendix B.

**(d) FOOTHILL COUNTIES WAGE RATES (APPENDIX C).** For all work performed in the counties of Alpine, Amador, Calaveras, San Joaquin, Stanislaus and Tuolumne (the "Foothill Counties"), wages and benefits shall be in accordance with Appendix C.

**(e) FRESNO AREA WAGE RATES (APPENDIX D).** For all work performed in the counties of Fresno, Kings, Madera, Mariposa, Merced and Tulare, wages and benefits shall be in accordance with Appendix D.

**(f) SACRAMENTO AREA WAGE RATES (APPENDIX E).** For all work performed in the counties of Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo and Yuba, wages and benefits shall be in accordance with Appendix E.

**SECTION 68. WAIVER OF SAN FRANCISCO PAID SICK LEAVE ORDINANCE.** To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended.

**SECTION 69. OVERTIME.** Except as provided in Section 72 (Rehab Work), work performed outside the Work Day and Work Week, as defined in Section 62, shall be classified as overtime and wages shall be paid for at the rate of time and one-half. Except as provided in Section 71 (Saturday Work), wages for all work performed on Saturday shall be paid for at the rate of time and one-half. Wages for all work performed on Sundays and Holidays shall be paid for at the rate of double time. Wages and Benefits established in Appendices A, B, C, D and E, shall be paid on all hours worked.

**SECTION 70. OVERTIME PERMIT.** Employers wishing to work overtime must notify the Union in advance by phone or fax. The Employer shall advise the Union of the company name, job site address, date and time the overtime will be worked, and the names of the employees who will be working (or the approximate number of employees if the names are not yet known).

**SECTION 71. SATURDAY WORK.** Notwithstanding the foregoing, employees may, by mutual agreement, work up to eight (8) hours on Saturday, or ten (10) hours in the case of a 4-day, 40-hour work week, as part of their regular work week if they were prevented from working forty (40) hours Monday through Friday due to inclement weather. In addition, if an employee requests a day off during the regular work week, and as a consequence fails to accumulate forty (40) hours, the employee may voluntarily agree to work Saturday at straight-time rates, upon Union approval, which shall not be unreasonably withheld. Employee must clear through Union Office, Union Office to issue permit to contractor.

**SECTION 72. PREMIUM PAY FOR REHAB WORK.** Notwithstanding the foregoing, all rehab work performed outside the normal Work Day or Work Week, as defined in Section 62, shall be compensated at a premium rate of \$4.00 per hour above the regular straight-time rate for Tile Finishers and \$5.00 per hour above the regular straight-time rate for Tile Layers. The rehab rate applies only if the employee has not worked a regular straight-time shift that day. Any employee who works more than a normal workday, Monday through Friday, is entitled to overtime pay at the rate of time and one-half. On all projects where a swing shift or a night work is implemented for less than one calendar week the pay rate shall be 1 ½ times the total taxable hourly rate.

**SECTION 73. PREMIUM PAY FOR UNDERGROUND WORK.** Any employee working underground shall receive \$1.00 per hour in addition to regular wages. The foregoing underground rate shall be applicable solely to tunnels beneath the surface of the ground, specifically including subsurface transit stations. The foregoing underground rate shall not be applicable to work performed in the basements of commercial buildings or residences.

**SECTION 74. FOREMAN PAY.** When more than one Journeyperson is employed on a job, the Employer may designate a foreman who shall be a Journeyperson Tile Layer, unless the job consists solely of Finishers' work. If a foreman is so designated, the foreman shall receive, in addition to Journeyperson wages, an additional \$2.00 per hour to \$4.00 per hour, as agreed by the Employer and the foreman.

**SECTION 75. SHOW-UP PAY.** Except as provided in Sections 14, 36, 37 and 38, employees ordered to report for work for which no employment is provided shall be paid two (2) hours pay at the straight-time rate. Show-up pay shall be waived in the event no work is provided due to causes beyond the Employer's control, such as inclement weather, labor disputes or power failures. Show-up pay shall also be waived if the employee or applicant appears to be under the influence of drugs or alcohol.

**SECTION 76. PARTIAL DAYS.** In the event an employee shall report to work and is given less than two (2) hours work, the employee shall be paid for two (2) hours minimum. In the event that a tile job is completed after two (2) hours but in less than eight hours, and no other work is provided, the employee shall be paid for hours worked.

**SECTION 77. TOLLS AND PARKING.** Where an employee in traveling to or from work for an Individual Employer incurs a bridge or any other kind of toll or fare, or is required to park in a parking lot in a metropolitan area, the employee shall be reimbursed by the Individual Employer upon presentation of the receipt with the employee's current time card. The maximum reimbursement for parking expenses is \$40.00 per day, unless prior written approval is obtained for a higher



amount. Mass transportation, such as BART, or Public transportation expenses shall be reimbursed to a maximum of fifteen (\$15.00) per day upon production of receipts.

**SECTION 78. PAYCHECKS.** Each employee shall be paid in full, on the job site or at the Employer's shop, unless otherwise arranged, for hours worked to within four (4) working days of the end of the weekly payroll period not later than 4:30 p.m. on Friday of the same week, unless earlier payment is required by Sections 201 or 202 of the Labor Code. At the time of payment, each employee shall be furnished a statement in writing and dated showing all payments made by the Employer and all deductions from the employee's wages, including all amounts deducted and allocated to dues check off. When checks are mailed, they shall be mailed postdated not later than Wednesday of the same week or in sufficient time that employees will receive their check at their residence on Friday of the same week. In cases where checks have not been received by the following Saturday, the employee may contact the shop on Monday morning and a new check will be made available for the employee at the shop by the end of that day. Any employee may be requested to provide a weekly time card. For the purpose of determining compliance with this Agreement, the Union may inspect payroll check stubs.

Any Employee who does not receive full payment of all wages due upon layoff or discharge as required under Section 201 of the Labor Code, or does not receive full payment of all wages due within 72 hours of voluntary resignation of employment as required under section 202 of the Labor Code, or whose paycheck is dishonored as prohibited by Section 203.1 of the Labor Code, shall receive additional waiting time pay, per the scheduled rate of wages, not to exceed 8 hours per day, for each 24 hour period until the Employee is paid in full, not to exceed 30 days as provided in Sections 203 and 203.1 of the Labor Code. Wage payment for layoff with reasonable expectation of recall within one week may be made on the regular payday cycle.

Any Employee who does not receive full payment of all wages due upon the regular payday as required by sections 204 and 204b of the Labor Code, shall receive a penalty of \$100 for each initial violation, and \$200 for each subsequent violation, as provided in Section 210 of the Labor Code.

In cases where checks are mailed, it is the employee's responsibility to notify his employer immediately of any address change. In the event the employee fails to give timely notice, no violation of this section 78 shall be recognized. In cases where an employee reports not receiving a paycheck on time, requests a replacement check, and subsequently cashes the original and the replacement check the union will assist the employer in obtaining reimbursement from employee.

Any employee who is aggrieved by the actions of the individual employer believed to be in violation of this Section 78, may submit such grievance to the Joint Arbitration Board. Such grievances must be submitted in writing within 15 days of the occurrence or when the employee knew or reasonably should have known of the occurrence, failing which the grievance shall be deemed waived.

#### **ARTICLE IX. TRAVEL ALLOWANCES, TRAVEL TIME, MILEAGE AND SUBSISTENCE**

**SECTION 79. MILEAGE DETERMINATION.** For the purpose of determining travel allowances, travel time, mileage and subsistence, distance shall be measured from the Individual Employer's principal place of business or the employee's residence; whichever is closer to the job site..

The Individual Employer's principal place of business is the city or town recognized as such by the California State Contractor's Licensing Division. Each Employer may have a number of shops on the condition that it has a license which is currently valid under the California Contractor's License Law; provided, however, that each shop must be a bona fide place of business which is permanent, used for both the transaction of business and the storage of materials, from which vouchers are dispatched and where day-to-day operations are carried out. Temporary offices or other places of business established at or near the job site after bid opening date shall not be recognized as principal places of business for purposes of this Article.

Any Individual Employer, which has no principal place of business within the area covered by this Agreement, shall use only the employee's residence for the purposes of this Article.

**SECTION 80. UNCOMPENSATED TRAVEL.** As determined in accordance with Section 79, on all jobs forty (40) miles or less from the Individual Employer's principal place of business, travel to and from the job site, unless within the regular workday, shall be on the employee's own time and expense, regardless of the actual distance traveled..

**SECTION 81. TRAVEL ALLOWANCES.**

- 40 miles or less.....Free Zone
- 41 to 50 miles.....\$20.00 per day
- 51 to 60 miles.....\$24.00 per day
- 61 to 80 miles.....\$37.00 per day

(or any portion of a day worked on all jobs.)

- a. Travel allowances shall be included and shown as such on the employee's regular paycheck. No travel allowance will be paid pursuant to this section for any day on which subsistence is paid pursuant to Section 82.
- b. Employees traveling in the Employer's vehicles, or to whom Employer offers in writing the option of traveling in the Employer's vehicles, shall not be entitled to the travel allowances provided in this Section. Any employee traveling to and from the job at the beginning and end of the workday in an Employer-provided vehicle, or any employee who was provided such an option in writing, shall travel on his own time and shall not be entitled to the travel allowance provided in this Section.
- c. An employee required to transfer from one job location to another during the workday shall do so on the Employer's time.

**SECTION 82. SUBSISTENCE, TRAVEL TIME AND MILEAGE.**

On all jobs eighty- one (81) miles or more from the Individual Employer's principal place of business or the employee's residence, whichever is closer to the job site, any employee who chooses to remain at the job site overnight shall receive a subsistence allowance for food, laundry and lodging equal to the amount for which receipts are provided, not to exceed \$85.00 per day and shall not receive any travel allowance except as provided below. If no receipts are provided for jobs which would otherwise qualify for a subsistence allowance, the employee shall be paid the travel allowance of \$37.00 for each day of work in lieu of the subsistence allowance.

- a) Regardless of the distance actually traveled, on all jobs eighty-one (81) miles or more from the Individual Employer's principal place of business or the employee's residence, whichever is closer to the job site, as defined in Section 79, employees shall be entitled to travel time and mileage, once at the start and once at the conclusion of the job. Travel time and mileage allowances shall be computed without regard to the forty-one to fifty, fifty-one to sixty, and sixty-one to eighty mile limits stated in Section 80.
- b) Travel time shall be computed by dividing the mileage from the Individual Employer's principal place of business or the employee's residence, whichever is closer to the job site by fifty (50) and multiplying the result by the employee's regular straight-time hourly wage rate.
- c) Travel Mileage shall be computed at the standard business mileage rate established by the IRS, per mile based on the mileage from the job site to Individual Employer's principal place of business or the Employee's residence which ever is closer to the job site. Employees traveling in Employer-provided vehicles, or employees given such option in writing, shall not be entitled to a mileage allowance.
- d) Travel time and mileage shall be paid once at the beginning of the project and once at the completion of the project.

## ARTICLE X. TRUST FUNDS AND FRINGE BENEFIT CONTRIBUTIONS

### A. General Provisions

**SECTION 83. TRUST AGREEMENTS.** Each Individual Employer signatory or bound to this Agreement agrees to comply with and be bound by the various Trust Agreements creating the following trust funds and plans: Northern California Tile Industry Health and Welfare Trust Fund, Northern California Tile Industry Pension Trust Fund, Northern California Tile Industry Defined Benefit Pension Plan, Northern California Tile Industry Apprenticeship and Training Trust Fund, Tile Employers Contract Administration Fund, Northern California Tile Industry Labor Management Cooperation Committee and Tile Industry Promotion Fund of Northern California, Inc. Each Individual Employer hereby acknowledges receipt of the various Trust Agreements, as amended, or has been advised of the right to request copies of the Trust Agreements from the Trust Fund Administrator.

**SECTION 84. CONTRIBUTIONS.** On or before the 15th day of each month, the Individual Employer shall pay to the various Trust Funds and to the administrator appointed by the Union and the Association for the receipt of vacation pay and dues check-off, the amounts specified in Appendices A, B, C, D, and E and such further amounts as may be allocated in accordance with Section 67 (Wage and Benefit Package), for each hour worked by each of its employees in the preceding month, or for which such employees became entitled to be paid in the preceding month. The payments described in this section shall be made by one check sent to the administrator designated by the Union and the Association and must be postmarked no later than by the 15th day of the month following the month in which the work was performed. On or before the 15th day of each month, the Individual Employer shall submit to the Trusts, on a form provided by the Trusts, a contribution report for hours worked during the prior calendar month, signed by the employer, regardless of whether that employer had any employees for that particular month.

**SECTION 85. LIQUIDATED DAMAGES.** It is agreed that timely payment to the Trust Funds provided for in this Agreement is essential for the protection of the beneficiaries and that delinquent contributions entail additional trust administration expenses. Since the exact amount of monetary damages to the beneficiaries and the additional cost of trust administration are impossible to measure, liquidated damages for delinquent contributions shall be assessed as follows: for any amount which is delinquent thirty (30) days or less, liquidated damages shall be assessed in the amount of \$200.00 or ten percent (10%) of the amount due, whichever is greater; for amounts which are delinquent more than thirty (30) days, liquidated damages shall be twenty percent (20%) of the amount due or \$300.00, whichever is greater. No liquidated damages will be assessed if the delinquency is caused by a bank's error or the error of the administrator chosen by the Union and the Association to receive payments.

**SECTION 86. LITIGATION COSTS AND ATTORNEYS' FEES.** In the event that it becomes necessary for the Trustees to engage legal counsel or initiate litigation in order to recover unpaid contributions, to compel the production of payroll records and other relevant records for audit, or to receive monthly reporting forms, the Individual Employer shall pay, in addition to the principal amount of fringe benefit contributions and liquidated damages, pre-judgment interest at the rate of ten percent (10%) per annum, attorneys' fees, court costs, audit costs and any other costs or expenses incurred by the Trust Funds in connection with such suit, claim or demand.

**SECTION 87. AUDITS.** The Trustees of any Trust Fund under this Agreement through a duly-appointed independent auditor, may inspect or audit the payroll and other relevant records of any Employer at any reasonable time for the purpose of ascertaining whether contributions to the Trust Funds have been made as required by this Agreement, and should it be determined by the Trustees that such contributions have not been made, the Employer shall be liable for the cost of such inspection or audit, provided the audit discloses additional contributions to be in excess of contributions actually paid by the Employer and exceeding one percent (1%) or more per year of any period covered by the initial audit. The information and records provided to the Trustees or their auditor will not be disclosed to third parties, except as necessary to enforce the terms of this Agreement.

**SECTION 88. RECIPROCITY.** In the event the parties enter into a Reciprocity Agreement permitting the payment of certain fringe benefit contributions to the home trust of any employee temporarily working in the geographic or trade jurisdictions covered by this Agreement, payment shall be made in accordance with such Reciprocity Agreements that are

agreed to by the Trustees of each home trust, provided further that such trusts are qualified under the provisions of the applicable Internal Revenue Code regulations permitting the payments to be tax deductible by the Employer.

**B. Health and Welfare Qualification and Restrictions**

**SECTION 89. QUALIFYING HOURS.** Qualifying hours for continued health and welfare coverage shall be one hundred, twenty (120) per month for all employees who are eligible for health and welfare benefits.

**SECTION 90. HOUR BANK.** Hours worked by each employee in excess of qualifying hours each month will accumulate as the employee's Health and Welfare reserve bank of hours, up to a maximum of 360 hours. Any employee found performing work for a non-signatory, non-contributing employer shall lose coverage for himself/herself and his/her dependents as of the first day of the month in which such employment commences and shall forfeit all hours in his/her Health & Welfare reserve bank of hours, in accordance with the Loss of Coverage provision of the Health & Welfare Trust Agreement.

**C. Pension Contributions**

**SECTION 91. PENSION CONTRIBUTIONS.** A portion of the pension contributions specified in Appendices A, B, C, D, and E shall be applied by the Trust Fund Administrator to the Bricklayers and Trowel Trades International Pension Fund.

**D. Vacations and Dues Check off**

**SECTION 92. VACATION SCHEDULING AND TAX REPORTING.** All vacations (except family emergencies) will be scheduled by mutual agreement between the Individual Employer and the employee. The amounts due each employee for vacation pay and the total amount of taxes deducted shall be entered upon the employee's regular paycheck stub or accompanying voucher.

**SECTION 93. DUES CHECKOFF.**

- (a) The hourly working dues of each employee covered by this Agreement who has executed an authorization in writing as required by law, shall be checked off and deducted from the employee's pay when and as the same is paid to the administrator or bank designated for that purpose by the Union, and shall forthwith be deposited by the administrator or bank in the Dues Account of the Union. The amount deducted from each employee's pay for purposes of dues check off shall be shown separately on each employee's paycheck stub or accompanying voucher.
- (b) Each employee desiring to have hourly working dues so checked off shall execute the required authorization and lodge the same with the administrator or bank designated by the Union; the authorization shall be irrevocable for a period of not more than one year or until the termination date of this Agreement, whichever first occurs. No employee shall be forced or in any manner required to execute the authorization other than by his own free act and will.
- (c) The Individual Employers do, for the purpose of this Section, authorize the administrator or bank so designated by the Union as their agent, and the agent of each of them, to deduct the working dues of each such employee from his pay, as provided in subparagraph (a), and to deposit the same in the Dues Account of the Union.
- (d) The Union shall, at the end of each calendar year, or more often upon written request by the employee, supply each employee with a statement mailed to the last known address shown on their records, showing the amounts, if any, so checked off and deducted as working dues.
- (e) No employee who has failed to execute the required authorization shall be relieved of his obligation to pay hourly working dues. In each such case, the obligation to pay working dues shall be as provided in the Bylaws of the Union.

The Union shall hold harmless the Individual Employer and the Association and any designated administrator or bank from any and all claims, which may be made against them, or any of them, by any employee claiming misapplication of the provisions of this Section to himself.

**E. Apprenticeship and Training Trust Fund**

**SECTION 94. APPRENTICESHIP CONTRIBUTIONS.** Contributions shall be made as indicated in Appendices A, B, C, D and E to the Northern California Tile Industry Apprenticeship and Training Trust Fund, for each hour worked by all employees.

**F. Industry Promotion Fund**

**SECTION 95. PURPOSE OF THE PROMOTION FUND.** The Tile, Terrazzo, Marble and Restoration Industry Promotion Fund of Northern California, Inc. shall be used for the purpose of promoting the interests of the Tile Industry in the area covered by this Agreement. The funds collected shall not be used for any purpose inimical to the interests of the Union or of the employees represented by the Union.

**SECTION 96. GOVERNANCE OF THE PROMOTION FUND.** The formation, control, management and determination of the policies of the Promotion Fund shall be the sole responsibility of the Association, and neither the Union nor the employees covered hereby shall have any responsibility, or for the collection of monies due the Industry Promotion Fund. The cost of establishing, maintaining and operating the Industry Promotion Fund shall be paid entirely out of the monies contributed to the Fund. The Board of Directors of the Fund shall have the right to direct and control the use of the monies contributed to the Fund.

**SECTION 97. PROMOTION FUND CONTRIBUTIONS.** Effective April 1, 2007, each Employer shall pay to the Industry Promotion Fund the amount, if any, indicated in Appendices A, B, C, D, and E for each hour worked by each of its employees upon work covered by this Agreement, or for which such employees are entitled to be paid, whether worked or not; provided, however, that the Association may unilaterally increase, decrease or eliminate contributions to the Industry Promotion Fund upon notice to the Union and the Trust Fund Administrator; and further provided that the Association may, upon notice to the Union and the Trust Fund Administrator, divert contributions from the Contract Administration Fund to the Industry Promotion Fund. No Employer shall be required to make contributions to the Promotion Fund for more than 100,000 hours in a contract year (April 1 through March 31).

**G. Contract Administration Fund**

**SECTION 98. PURPOSE AND GOVERNANCE OF THE CONTRACT ADMINISTRATION FUND.** The Tile Employers Contract Administration Fund is a non-profit corporation established for the purpose of negotiating and administering the collective bargaining agreement and the grievance procedure on behalf of all Individual Employers signatory to this Agreement. The corporation shall be administered by a Board of Directors comprised solely of Employers appointed by the Association, and the Union shall not have any voice in the administration of the Fund.

**SECTION 99. CONTRACT ADMINISTRATION FUND CONTRIBUTIONS.** Effective April 1, 2011, each Employer shall pay to the Contract Administration Fund the amount indicated in Appendices A, B, C, D, and E for each hour worked by each of its employees upon work covered by this Agreement, or for which such employees are entitled to be paid, whether worked or not; provided, however, that the Association may unilaterally increase, decrease or eliminate contributions to the Contract Administration Fund upon notice to the Union and the Trust Fund Administrator.

**SECTION 100. JOINT MASTER TRUST COMMITTEE.** The Joint Trustees of the Northern California Tile Industry Health and Welfare and Pension Trust Funds shall act as the Joint Master Trust Committee. The Committee's duties shall be to negotiate with the Administrator as to its fees, to put the selection of the Administrator out to bid and to select the Administrator.

## **H. International Masonry Institute**

**SECTION 101.** The Employer agrees to contribute to the International Masonry Institute for all hours worked by Employees covered by this Agreement the hourly contribution rates set forth in the Appendices A, B, C, D & E hereof. The payments required by this Subsection shall be made to the International Masonry Institute, which was established under an Agreement and Declaration of Trust, March 14, 1961, as the successor trust to the predecessor International Masonry Institute (established under an Agreement and Declaration of Trust, July 22, 1970, as amended November 11, 1988) and/or to the predecessor International Masonry Apprenticeship Trust established under an Agreement and Declaration of Trust, November 6, 1974.

### **ARTICLE XI. PROTECTED AND UNPROTECTED ACTIVITIES**

**SECTION 102. NO CESSATION OF WORK.** It is mutually agreed that during the term of this Agreement the Union will not initiate, authorize or condone any strikes, slowdowns or work stoppages involving any disputes, complaints or grievances arising under or out of the terms and conditions of this Agreement; provided, however, that if the Union files a grievance against an Employer and either the Joint Arbitration Board or an impartial arbitrator sustains the grievance, the Union may strike the Employer until the Employer complies with the decision of the Joint Arbitration Board or the impartial arbitrator. The Joint Arbitration Board or the impartial arbitrator may authorize such action for a period up to six (6) months following the hearing date.

**SECTION 103. PICKET LINES.** Notwithstanding anything in Section 107 to the contrary, it shall not be a violation of this Agreement for an employee to respect a primary picket line, supported, established and sanctioned by the local Building Trades Council or Central Labor Council having jurisdiction over the area where the job is being picketed. Employees may not honor any picket line, including a picket line described in the preceding sentence, if the picket line is both directed at an employer who is bound to this Agreement and if the subject of the picketing is work which is covered by this Agreement including, but not limited to, claims by other unions that such work is within their jurisdiction or claims by other unions that the appropriate wage rates are not being paid to the persons performing that work. In the event that an employer, against whom the picket is directed, claims that the work which is the subject of the picketing is work which is covered by this Agreement, and if the Union disagrees with that claim, that issue, and only that issue, will be subject to binding arbitration to be heard by John Kagel, Chuck Askin, or David Nevins, (first one available) within one (1) working day following such disagreement, or as soon thereafter as the arbitrator's schedule permits.

### **ARTICLE XII. LIABILITY OF THE PARTIES**

**SECTION 104. INDIVIDUAL ACTIONS.** It is mutually understood and agreed that neither the Association, any Individual Employer nor the 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 authorization of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Association, the Individual Employer or the Union, as the case may be.

**SECTION 105. CORRECTIVE ACTION.** In the event of any violation of the terms of this Article, responsible and authorized representatives of the Union, the Association or the Individual 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 106. SUB-STANDARD WORK.** All complaints of sub-standard work by Journeyman Tile Layers and Journeyman Tile Finisher/Helpers shall be promptly reported by the Employer to the Union. In all cases of gross negligence or intentional misconduct, an employee may be liable to the Employer to repair all work in question. The Employer shall notify the principal officer, or his designated representative, of BAC Local #3 California while the job is still in progress. If the employee is found negligent, he shall repair his own work at the applicable minimum wage without delay. This section is enforceable only to the extent permissible by law.

**SECTION 107. BOND.** Each and every Employer who is required by the Joint Arbitration Board to do so shall obtain a bond in an amount not to exceed three times that Employer's average fringe benefit payments in the preceding 12 months to guarantee compliance with the collective bargaining agreement and payment of wages and fringe benefits. This bond shall be evidenced by completion by the Employer and its surety of the bond instrument as set forth in Appendix G to this Agreement. A bond containing terms different in any manner from that set forth in Appendix G to this Agreement is not acceptable. This bond shall be presented to the Union within ten (10) days of the date of the decision of the Joint Arbitration Board. A cash deposit in the amount determined by the Joint Arbitration Board may be substituted for a bond.

### **ARTICLE XIII. SUBSTANCE ABUSE**

**SECTION 108. COMMITMENT.** The Individual Employers and the Union are committed to providing a safe and productive work environment. Substance abuse decreases efficiency, increases the risk of property loss or damage, and increases the risk of injury to employees.

**SECTION 109. POLICY.** Accordingly, the Union and the signatory Employers agree that:

- (a) Employees shall not use, possess, dispense or receive alcohol or controlled substances (other than prescription drugs which do not impair job performance) during working hours, on company property, at a job site, or in Company vehicles.
- (b) Employees will not report for work while impaired by alcohol or controlled substances.
- (c) Employees who violate the above work rules are subject to disciplinary action up to and including discharge.

### **SECTION 110. TESTING.**

- (a) **Reasonable Suspicion Testing.** Where the Individual Employer has "reasonable suspicion" to believe that an employee is under the influence of alcohol or a controlled substance, the Employer may require the employee to submit to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs, subject to the following conditions:
  - (1) Reasonable suspicion means suspicion based on specific personal observations, such as abnormal coordination, appearance, behavior, speech or breath odor of the employee. It can also include work performance, safety or attendance problems.
  - (2) Employers who choose to compel an employee to submit to a drug/alcohol test must make a contemporaneous written record of the personal observations which amount to reasonable suspicion.
  - (3) Employees asked to submit to a drug/alcohol test must be informed of the basis for the Employer's reasonable suspicion and be given the opportunity to explain their conduct.
  - (4) Employees required to take a drug/alcohol test will be placed on unpaid leave of absence pending receipt of the test results. If the test results are negative, the employee will be reinstated with back pay, unless there was an independent reason for the Employer's actions, which reason was contemporaneously documented by the Employer.
  - (5) Failure to submit to a drug/alcohol test will be grounds for termination. Employees who believe there was not reasonable suspicion to require them to submit to a drug/alcohol test must still submit to the test and then file a grievance in accordance with this Agreement.

- (b) **Other Testing.** Individual Employers may require an employee to submit to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs, at the Employer's expense, in the following situations:
- (1) If a prime contractor, project owner or customer requires it;
  - (2) If the employee drives or operates a Company-owned vehicle; or
  - (3) If such testing is required by state, federal or local law, regulation or ordinance.

Such other testing in the foregoing situations can include random, reasonable suspicion, post-accident, follow-up and/or return-to-duty testing; provided, however, that if such other testing is based on the fact that an employee drives or operates a Company-owned vehicle, random testing will not be used.

When an Employer learns that such other testing will be required by a prime contractor, project owner or customer, the Employer will promptly notify the Union, but not sooner than the contract award. Employees asked to work on a job where such other testing is required by the prime contractor, project owner or customer will be so informed before the project starts.

Employees required to submit to such other testing will be compensated for the time required to complete the testing. Failure to submit to a drug/alcohol test in any of the foregoing situations will be grounds for termination. Employees who believe they are not required to submit to a drug/alcohol test must still submit to the test and then file a grievance in accordance with this Agreement.

(c) **Testing Procedures.**

- (1) The drug/alcohol test will be performed at the Employer's expense by PharmChem Laboratories, Inc. or another laboratory mutually agreeable to the Union and the Association.
- (2) The employee shall be given a reasonable opportunity to contact a Union representative by telephone prior to submitting to the drug/alcohol test. A Union representative may accompany the employee to the laboratory or medical facility where the test will be conducted.
- (3) If the employee tests positive, the employee may request that the blood or urine sample be tested by another independent laboratory or medical facility at the Employer's expense.
- (4) All laboratory reports and test results shall be treated as confidential medical information and shall be maintained in a medical file separate from the employee's personnel file. Access to the medical file containing laboratory reports and test results shall be on a need-to-know basis.
- (5) Notwithstanding subsection (4) above, at the request of the employee, copies of the laboratory reports and test results will be provided to the Union.

#### **ARTICLE XIV. UNFAIR COMPETITION AND WORK PRESERVATION**

**SECTION 111. UNFAIR COMPETITION.** It is agreed that the Union's Field Representatives, officers and members will work with the Association and Individual Employers in gaining help from state and federal authorities and local building trades councils to curb any non-licensed, nonunion tile contracting.

- (a) **Labor Management Cooperation Committee.** The parties hereby form the Tile Industry Labor Management Cooperation Committee. This Committee is established pursuant to 29 U.S.C. Section 186(c)(9). The purpose of the Committee shall be to foster cooperation between labor and management of the Tile Industry for the advancement of the Tile Industry. The Committee shall be jointly administered by an equal number of Union representatives and Association representatives, each of whom shall have not less than five (5) years experience working directly in the Tile Industry; provided, however, that the President of the Union or his/her designee may represent the Union and the President of the Association or his/her designee may represent the Association without



regard to their years of experience in the Tile Industry. The Committee shall be organized in the form of a Trust or similar type of structure. The parties will cooperate in the establishment of the Committee. Sections 83 through 87 of this Agreement shall apply to this Committee. The Committee shall be funded by the Employer contributions set forth in Appendices A-E; provided that the Union and the Association shall meet to review the continued existence of the Committee on each anniversary of this Agreement and the parties must mutually agree for the Committee to continue for the following year. In the event that the parties do not agree to continue the Committee for another year, the Employer contributions shall revert back to the Individual Employers.

**SECTION 112. WORK PRESERVATION COMMITTEE.** In order to combat competition from nonunion employers, the parties to this Agreement have established the Tile Industry Work Preservation Committee. The Committee is composed of four (4) members appointed by the Association and four (4) members appointed by the Union. The Committee is authorized to approve such changes in the wages, fringe benefits and working conditions of this Agreement on a project or area basis, as are needed to preserve work opportunities for employees and Employers covered by this Agreement. The most favored nations clause of this Agreement (section 6) will not apply beyond the project or area for which the Committee has granted more favorable terms and conditions. Pursuant to this section, the Work Preservation Committee has adopted the Memorandum of Agreement dated April 28, 1995.

#### **ARTICLE XV. EFFECT OF AGREEMENT**

**SECTION 113. ASSOCIATION EMPLOYER MEMBERSHIP.** This Agreement is made by the Association for and on behalf of its members and other Individual Employers who have authorized it to represent them, and the Association warrants and represents that upon the date of execution of this Agreement, its membership included those individual Employers whose names are listed on Appendix F attached hereto.

**SECTION 114. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the successors, purchasers and assigns of the Individual Employers and the Union. Each employer bound by the terms of this Agreement agrees to promptly notify the Union in writing by registered or certified mail of the addition of new members to a partnership, or the creation of any new company or corporation that will perform work described in Section 4 of this Agreement for which the employer or any of the employer's owners are owners in whole or part. In the event of failure to notify the Union, the individual, partnership or corporation executing this Agreement shall continue to be individually responsible and liable for the observance of the terms and conditions of this Agreement, to the full extent permitted by law, by such firm, partnership, joint venture, corporation, individual or affiliate, until the required notices are given to the Union. Such notices may not be retroactive in effect. In interpreting the above clause, the purpose and spirit is to preclude the employer from circumventing this Agreement by the formation of joint ventures, new corporations, firms, partnerships, or any other paper transaction; provided, however, that this provision shall be interpreted and applied consistent with and no broader than the broadest interpretation permitted by federal case labor law or any applicable federal labor statute.

**SECTION 115. GENERAL SAVINGS CLAUSE.** It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that 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, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. The clauses relating to Employment (Article II), No Cessation Of Work (section 102) and Picket Lines (section 103) are intended to be inseparable and mutually interdependent. Should any of such provisions be held or determined to be illegal or void for any reason, then all of said provisions 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 provision of this Agreement is finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

## **ARTICLE XVI. TERM OF AGREEMENT**

### **SECTION 116. DURATION AND TERMINATION**

This Agreement shall become effective on April 1, 2011, for the Association, its members and all other Individual Employers (except that, for newly-organized Individual Employers who become signatory to this Agreement after the effective date of this Agreement, it shall become effective on the date agreed to by the Union and such Individual Employer). The Agreement shall remain in effect, for the Association, its members and all other Individual Employers, up to and including midnight of March 31, 2014, and from year to year thereafter, unless the Association or the Union shall, not less than sixty (60) days nor more than ninety (90) days prior to the expiration date, serve upon the other notice in writing by Registered or Certified Mail of its desire to terminate or modify this Agreement. If such notice is not given, the Agreement shall continue from year to year thereafter, unless the Association or the Union shall give the other written notice not less than sixty (60) days nor more than ninety (90) days prior to the anniversary of the expiration date of their intention to amend or modify this agreement.

An Individual Employer may terminate this Agreement, or any successor Agreement negotiated by the Union and the Association, only by written notice to both the Union and the Northern California Tile Industry Trusts, sent by certified mail at least sixty (60) days but not earlier than ninety (90) days prior March 31, 2014 or the termination date of a successor agreement. Notice given to only the Union or to only the Northern California Tile Industry Trusts shall not be effective to terminate this Agreement or any successor Agreement. Notice to the Northern California Tile Industry Trusts should be addressed to "Northern California Tile Industry Trusts, Notice of Contract Termination, c/o Allied Administrators, P.O. Box 2500, San Francisco, CA 94126." If notice of termination is not sent as described above, the Individual Employer shall remain bound to any successor Agreement negotiated by the Union and the Association or to this Agreement if no successor Agreement has been negotiated, and to any amendments to such Agreements which may be negotiated from time-to-time by the Union and the Association.

**SECTION 117. NOTICE TO AND BY THE ASSOCIATION.** For the purpose of this Article only, notice by the Union to the Association shall be deemed notice to all Association members listed on Appendix F, and to those Individual Employers who subsequently become members of the Association. Similarly, notice by the Association to the Union shall be deemed notice on behalf of all such Association members and Individual Employers who subsequently become members of the Association.

**SECTION 118. ECONOMIC ACTION.** In the event satisfactory agreement has not been reached prior to midnight March 31, 2014, the provisions of section 102 (No Cessation Of Work) and Article IV (Arbitration) shall be suspended and the parties shall be entitled to engage in economic action, as permitted by law, until such time as satisfactory agreement shall have been reached between them.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers or representatives, have executed this Agreement on the day and year first hereinbefore mentioned.

**BRICKLAYERS AND ALLIED CRAFTWORKERS  
LOCAL UNION NO. 3, CA, IUBAC, AFL-CIO**

Tom Spear X \_\_\_\_\_  
President

Bob Edwards  
David Jackson  
David Danner  
Dennis Cookson  
Gary Peifer  
Hugo Marquez  
Manuel "Manny" Sears  
Tony Santos

**TILE, TERRAZZO, MARBLE & RESTORATION CONTRACTORS ASSOCIATION  
OF NORTHERN CALIFORNIA, INC.**

Richard Papapietro (De Anza Tile) X \_\_\_\_\_  
Co-Chairman, Negotiating Committee

Tommy A. Conner (Superior Tile & Stone) X \_\_\_\_\_  
Co-Chairman, Negotiating Committee

Jerry Riggs (Superior Tile & Stone)  
Ben DeAlba (De Alba Brothers Tile)  
Cliff Jacobson & Wayne Jackson (Tile West Inc.)  
Dave Newman (D&J Tile Company)  
James Mullen (Mullen Tile)  
Julie Miller & John Szotkowski (Reputable Tile Company, Inc.)  
Gino Rinaldi (Rinaldi Tile & Marble)  
Larry Bloom (California Tile Installers)  
Mike Wright/Scott Berg (Ballard Tile)  
Ray Roberts (Roberts Tile)  
Rich Della Maggiore (Della Maggiore Tile Inc.)

MEMORANDUM AGREEMENT FOR INDIVIDUAL EMPLOYER

IT IS AGREED between the undersigned Contractor and BAC Local 3, California ("Union") in consideration of services performed and to be performed by Tile employees for the Contractor as follows:

1. The Contractor agrees to comply with all of the terms, including wages, hours, and working conditions, as set forth in the agreement between the Union and the Tile, Terrazzo, Marble & Restoration Contractors Association of Northern California Association, Inc. Effective April 1, 2011 through March 31, 2014 (which Agreement is incorporated herein by reference and a copy of which has been delivered to me and receipt of which is hereby expressly acknowledged).

2. The term "Master Agreement" referred to in this Memorandum Agreement shall be the Master Agreement referred to above or any other agreement designated in writing by BAC Local 3, California as the "Master Agreement" for a term or period subsequent to April 1, 2011 or any subsequent modification, changes, amendments, supplements, extensions or renewals of or to said designated Master Agreement.

3. The Contractor agrees to comply with all of the terms, including wages, hours, and working conditions of the Master Agreement and to any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement which may be negotiated between the parties thereto for the term thereof.

4. The Contractor agrees that he or it does irrevocably designate and appoint the employer members of said Trust Funds and Plans mentioned in the Master Agreement as his or its attorneys in fact for the selection, removal and substitution of Trustees or Board members as provided in the Trust Agreements or Plans as may be hereinafter provided by or pursuant to said Trust Agreements or Plans.

5. Each Contractor signatory hereto specifically waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation or to file a petition seeking clarification or redefinition of the bargaining unit covered by this Agreement.

6. This Agreement shall remain in full force and effect for the period of the term of the Master Agreement between the Tile, Terrazzo, Marble & Restoration Contractors Association of Northern California Association, Inc. (the "Association") and BAC Local 3, California for the period April 1, 2011 through March 31, 2014 and for the term of any successor Master Agreement and the Contractor does hereby authorize the Association to represent the Contractor, unless the Union or the Contractor shall give written notice by certified mail to the other of desire to change or cancel this Memorandum Agreement at least sixty (60) days, but not earlier than ninety (90) days prior to the termination date of a successor Master Agreement. All notices given by BAC Local 3, California to the Association shall constitute sufficient notice to the Contractor by BAC Local 3, California, provided that a notice to the Association by the Contractor shall not constitute sufficient notice of intent not to be bound by a new Master Agreement or renewal or extension of the Master Agreement and Trust Agreements.

Company Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City and State and ZIP \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Contractors License No. \_\_\_\_\_

BAC Local 3, California  
Union Representative:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Appendices A-E**

**Appendix F**

**TILE, TERRAZZO, MARBLE & RESTORATION CONTRACTORS ASSOCIATION OF NORTHERN CALIFORNIA, INC.**

**MEMBERS 3/5/2007**

California Tile Installers

De Anza Tile

De Alba Brothers Tile

Deason Tile

Mullen Tile

Pavone Tile & Marble, Inc.

Reputable Tile Company, Inc.

Rinaldi Tile & Marble

Scolari Tile Company, Inc.

Superior Tile & Stone (TRM Corp.)

T & D Tile Company

Tile West

Paramount Tile, Inc.

American Tile Company and Brick Veneer

J. Dean Ballard & Sons

Carrara Marble Company

William Drue Tile Company

Mike Payne & Associates

T. Nickolas

Tile works

Appendix G

BOND NO. \_\_\_\_\_

Premium \_\_\_\_\_

Effective Date \_\_\_\_\_

**BOND**

Know all men by these presents:

That we, \_\_\_\_\_  
Contractor's Firm Name

\_\_\_\_\_  
Address

Hereinafter referred to as "Principal" and

\_\_\_\_\_  
Surety Firm Name

hereinafter referred to as the "Surety", a corporation created, organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ are held and firmly bound into International Union of Bricklayers and Allied Craftworkers, AFL-CIO, Local Union No. 3 and its successors and assigns (hereafter "Bricklayers Local 3") in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, to be paid to Bricklayers Local 3, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors jointly and severally firmly by these presents.

The condition of the above obligation is such that:

Whereas, the Collective Bargaining Agreement between the Tile, Terrazzo, Marble and Restoration Contractors' Association of Northern California Inc., on behalf of individual contractors, and Bricklayers Local 3, requires that each contractor post a surety bond executed by a Surety Company in the amount of \_\_\_\_\_ Dollars against a Contractor for violations of this Agreement, (\$ \_\_\_\_\_) to guarantee compliance by the Contractor to all the terms and conditions of the Collective Bargaining Agreement, and shall guarantee payments by the Contractor of wages and/or or all fringe benefit amounts (herein defined as Health and Welfare, Pension, Dental, Vacation, Union Administration ("Dues"), Apprenticeship Training, and Promotion payments) on a local or national plan, including costs of collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges.

Now, therefore, if said Contractor shall pay all damages and all fringe benefit contributions or deductions, as defined above, including cost of collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges, then this obligation shall be null and void; otherwise, to remain in full force and effect.

Provided that this bond is conditioned upon the following conditions and limitations:

1. In the event, after thirty (30) days written notice by certified mail to the last known address of the contractor, the contractor fails to pay, in full, all amounts due under the provisions of preceding paragraphs, whether by virtue of bankruptcy or any other reason, the Surety shall guarantee under this Bond payment of all damages, wage and/or fringe benefit amounts previously set forth, including costs of the collection, liquidated damages, audit fees and charges, attorney's fees, and all other charges.
2. Payment shall be made by the Surety Company under this Bond within thirty (30) days of the date of notification to the Surety that the Contractor, notwithstanding the written notice set forth herein in paragraph 1, has neglected, failed or refused to pay the amounts claimed to be due. The Contractor consents to any payment made by the Surety Company in reliance upon notification of the Surety.



3. The aggregate liability of the Surety hereunder for all causes of action arising under this Bond shall not exceed the total sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), plus all reasonable attorney's fees and costs incurred by Bricklayers Local 3 and its affiliated trust funds in enforcing this Bond agreement.
4. This Bond shall not apply to any debt of the Contractor existing prior to the effective date of this Bond.
5. The Surety named herein may cancel this Bond and be relieved of any further liability hereunder at any time after one year from the effective date of this Bond, except as to any liability incurred or accrued, and any damages or delinquencies committed, prior to the giving of sixty (60) days notice in writing to Bricklayers Local No. 3, and upon the giving of at least sixty (60) days notice in writing by certified mail, return receipt requested, to Bricklayers Local No. 3.
6. No right of action shall accrue under this Bond to or for the use of any person other than the obligee, Bricklayers Local 3, its successor Unions and their affiliated trust funds.

In Witness Whereof, the seal and signature of the Surety and the Principal is hereto affixed, and the corporate seal and name of said Surety is hereto affixed and attested by its duly authorized attorney-in fact,

In the City of \_\_\_\_\_, State of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
State Contractor's License Classification

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contractor's Address

\_\_\_\_\_  
Principal (Contractor)

\_\_\_\_\_  
State Contractor's License No.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney

All communications relative to the Bond shall be mailed to:

Bricklayers Local No. 3  
10806 Bigge Street  
San Leandro, CA 94577







# INSIDE AGREEMENT

## LOCAL 332

1  
2  
3  
4  
5 Agreement by and between the National Electrical Contractors Association  
6 (NECA) - Santa Clara Valley Chapter and Local Union No. 332, IBEW.

7  
8 It shall apply to **all firms** who sign a Letter of Assent to be bound by this  
9 Agreement.

10  
11 As used in this Agreement, the term "Employer" shall mean NECA and the  
12 term "Union" shall mean Local Union 332, IBEW.

13  
14 The term "Employer" shall also mean an individual firm who has been  
15 recognized by an assent to this Agreement.

16  
17 Words used in this Agreement in the masculine gender shall include the  
18 feminine.

### BASIC PRINCIPLES

19  
20  
21 The Employer and the Union have a common and sympathetic interest in the  
22 Electrical Industry. Therefore, a working system and harmonious relations  
23 are necessary to improve the beneficial relationship between the Employer,  
24 the Union, and the Public. Progress in the industry demands a mutuality of  
25 confidence between the Employer and the Union. The Union recognizes the  
26 desirability of dealing with reputable and stable Employers. The Employer  
27 recognizes the responsibility of supplying the public with services  
28 performed by experienced and trained personnel who can effectively install,  
29 service and maintain electrical installations in an efficient and safe manner  
30 as prescribed by the National Board of Fire Underwriters, Federal, State and  
31 local laws and ordinances. Therefore, the Employer desires to avail himself  
32 of a proven method of securing trained personnel on short notice and  
33 requests the Union to assist him in meeting this public responsibility. All  
34 will benefit by continuous peace by adjusting any differences by rational,  
35 common sense methods. Now, therefore, in consideration of the mutual  
36 promises and agreements herein contained, the parties hereto agree as  
37 follows:  
38



1 shall be submitted no later than the next regular meeting of the Council  
2 following the expiration date of this Agreement or any subsequent  
3 anniversary date. The Council's decisions shall be final and binding.

4  
5 (f) When a case has been submitted to the Council, it  
6 shall be the responsibility of the negotiating committee to continue to meet  
7 weekly in an effort to reach a settlement on the local level prior to the  
8 meeting of the Council.

9  
10 (g) Notice of a desire to terminate this Agreement  
11 shall be handled in the same manner as a proposed change.

12  
13 **Section 1.03** This Agreement shall be subject to change or supplement  
14 at any time by mutual consent of the parties hereto. Any such change or  
15 supplement agreed upon shall be reduced to writing, signed by the parties  
16 hereto, and submitted to the International Office of the IBEW for approval,  
17 the same as this Agreement.

18  
19 **Section 1.04** During the term of this Agreement there shall be no  
20 stoppage of work either by strike or lockout because of any proposed  
21 change(s) in this Agreement or dispute over matters relating to this  
22 Agreement. All such matters must be handled as stated herein.

23  
24 **Section 1.05** There shall be a Labor-Management Committee of three  
25 (3) representing the Union and three representing the Employers. It shall  
26 meet regularly at such stated times as it may decide. However, it shall also  
27 meet within forty-eight (48) hours when notice is given by either party. It  
28 shall select its own Chairman and Secretary. The Local Union shall select  
29 the Union representatives and the Chapter shall select the management  
30 representatives.

31  
32 **Section 1.06** All grievances or questions in dispute shall be adjusted  
33 by the duly authorized representative of each of the parties to this  
34 Agreement. **In the event that these two (2) are unable to adjust any**  
35 **matter within forty-eight (48) hours, they shall refer the same to the**  
36 **Labor-Management Committee.**

37  
38 **Section 1.07** All matters coming before the Labor-Management  
39 Committee shall be decided by a majority vote. Four (4) members of the

1 Committee, two (2) from each of the parties hereto, shall be a quorum for  
2 the transaction of business, but each party shall have the right to cast the full  
3 vote of it's membership and it shall be counted as though all were present  
4 and voting.

5  
6 **Section 1.08** Should the Labor-Management Committee fail to agree  
7 or to adjust any matter such shall then be referred to the Council on  
8 Industrial Relations for the Electrical Contracting Industry for adjudication.  
9 The Council's decisions shall be final and binding.

10  
11 **Section 1.09** When any matter in dispute has been referred to  
12 conciliation or arbitration for adjustment, the provisions and conditions  
13 prevailing prior to the time such matters arose shall not be changed or  
14 abrogated until agreement has been reached or a ruling has been made.

15  
16 **Section 1.10** The time limit for filing grievances is ten (10) working  
17 days.

18  
19  
20 **ARTICLE II**  
21 **MANAGEMENT RIGHTS - UNION RIGHTS**

22  
23 **Section 2.01** (a) No member of the International Brotherhood of  
24 Electrical Workers, subject to employment (either working or on the books)  
25 by Employers operating under this Agreement, shall himself become a  
26 contractor for the performance of any electrical work. Any member  
27 possessing a C-10 license, while employed under the terms of this  
28 Agreement, shall maintain same on an **inactive** status. All parties signatory  
29 to this Agreement shall be responsible for enforcement of this Section.  
30 Violations, when observed, shall be reported to the Labor-Management  
31 Committee. The Union maintains its right to discipline its members.

32  
33 (b) Any employee covered by this Agreement having  
34 no work hours reported during a fringe benefit transmittal period, shall be  
35 terminated by the Employer unless prior approval is given by the Business  
36 Manager or his designated representative.

37  
38 **Section 2.02** The Union understands the Employer is responsible to  
39 perform the work required by the owner. The Employer shall, therefore,



1 have no restrictions except those specifically provided for in the Collective  
2 Bargaining Agreement, in planning, directing and controlling the operation  
3 of all his work, in deciding the number and kind of employees to properly  
4 perform the work, in hiring and laying off employees, in transferring  
5 employees from job to job within the Local Union's geographical  
6 jurisdiction, in determining the need and number as well as the person who  
7 will act as Foreman, in requiring all employees to observe the Employer's  
8 and/or owner's rules and regulations not inconsistent with this Agreement,  
9 in requiring all employees to observe all safety regulations, and in  
10 discharging employees for proper cause.

11

12 **Section 2.03** (a) The Employer shall have the right to determine the  
13 competency and qualifications of its employees and the right to discharge  
14 such Employees for any just and sufficient cause. The Union may institute a  
15 grievance procedure under the terms of this Agreement if it feels any  
16 employee has been unjustly discharged.

17

18 (b) All Employees covered by the terms of this  
19 Agreement shall be required to become and remain members of the Union  
20 as a condition of employment from and after the 8th day following the date  
21 of employment or the effective date of this Agreement, whichever is later. In  
22 the event that a worker fails to tender the admission fee or a member of the  
23 Union fails to maintain his membership in accordance with the provisions of  
24 this Section, the Union shall notify the Employer in writing and such written  
25 notice shall constitute a request to the Employer to discharge said individual  
26 worker within forty-eight (48) hours, (Saturdays, Sundays and Holidays  
27 excluded) for failure to maintain continuous good standing in the Union in  
28 accordance with its rules above referred to in this paragraph.

29

### 30 **UNION DUES DEDUCTIONS**

31 (c) The Employer agrees to deduct and forward to the  
32 Financial Secretary of the Local Union — upon receipt of a voluntary  
33 written authorization — the additional working dues from the pay of each  
34 IBEW member. The amount to be deducted shall be the amount specified in  
35 the approved Local Union Bylaws. Such amount shall be certified to the  
36 Employer by the Local Union upon request by the Employer.

37

38

## EMPLOYER QUALIFICATIONS

1  
2 **Section 2.04** (a) Certain qualifications, knowledge, experience, and  
3 financial responsibility are required of everyone desiring to be a signatory  
4 party to this Agreement. Therefore, an Employer who assents to this  
5 Agreement is a person, firm, partnership or corporation whose principle  
6 business is electrical contracting and who possesses the following  
7 qualifications and presents documented evidence substantiating them prior  
8 to becoming signatory hereto: "Municipal and governmental agencies are  
9 exempt."

10  
11 (b) Maintaining a legal place of business which means  
12 an office, shop or premises where the Employer or his representative can be  
13 reached by telephone, and where he receives his mail, conducts the ordinary  
14 tasks of operating his business, and maintains employee payroll records.  
15

16 (c) Shall employ at least one (1) Journeyman from the  
17 Hiring Hall who is not financially connected with the firm when performing  
18 electrical work.

19 (d) Posts the Payroll & Fringe Benefits Guarantee  
20 Deposit provided herein.  
21

22 (e) Shall comply with all Fringe Benefit Trust  
23 provisions.

24 (f) Maintains current, active, State of California  
25 Electrical Contractor's License (C-10).  
26

## DESIGNATED WORKING MEMBER

27  
28 **Section 2.05** (a) When a signatory incorporated firm employs one  
29 (1) Journeyman who is not financially connected with the firm, the  
30 signatory corporation may then designate, in writing, one (1) working  
31 member of the firm. Such designated working member of the employing  
32 corporation must be registered with the Local Union and the dispatching  
33 office and shall be governed by all the terms and conditions of this  
34 Agreement that are legally permissible. A sixty (60) day notice is required  
35 prior to changing the designated working member.  
36

37 The designated working member shall only share equally with the other  
38 workers any overtime work. Emergency and call-out overtime shall not be  
39 applicable to this rule.  
40

1 **In no case shall more than one (1) member of a corporation be**  
2 **permitted to perform any electrical work under the terms of this**  
3 **Agreement, and only when one (1) Journeyman who is not financially**  
4 **connected with the employing concern is employed.** In every case, the  
5 working member of the employing corporation must be listed with the Local  
6 Union and be governed by all the terms of this Agreement. The occasional  
7 transporting and delivery of tools and items of material shall not be  
8 construed as working.  
9

10 (b) Being aware of all applicable Federal and State  
11 laws fringe benefits shall be paid for each hour that the designated working  
12 member works for the signatory corporation regardless of whether said  
13 work is covered employment or otherwise. The Employer shall furnish to  
14 the Union or Representatives of the Trust Fund, Federal, and/or State  
15 quarterly tax returns periodically at the request of the Union or the Trustees  
16 not to exceed two (2) times a year. It shall be presumed that the number of  
17 hours worked shall be the gross wages reported on the quarterly Federal  
18 and/or State tax returns divided by the hourly wage rate in the current  
19 Collective Bargaining Agreement.  
20

21 **Section 2.06** For all Employees covered by this Agreement, the  
22 Employer shall carry Workers Compensation Insurance with a company  
23 authorized to do business in this State, Social Security and such other  
24 protective insurance as may be required by the laws of this State, and shall  
25 furnish satisfactory proof of such to the Union. The Employer shall also  
26 make payments to the Employment Development Department for all  
27 employees covered by the terms of this Agreement.  
28

29 **Section 2.07** It shall not be considered a violation of this Agreement  
30 nor shall the Employer discharge any worker if he recognizes a labor  
31 organization's bona fide picket line. Such individual recognition may  
32 include both crossing and/or working behind a picket line, which has been  
33 sanctioned by the local Central Labor Council or the Building Trades  
34 Council. The Union will notify the Employer as soon as possible if an  
35 organization secures such sanction.  
36

37 **Section 2.08** Should workers leave a job where a recognized picket  
38 line is sanctioned by the Central Labor Council or the Building Trades  
39 Council, or any other reason, such workers shall notify the Employer or the

1 immediate supervisor, shall carefully put away all tools, material, and  
2 equipment or other property of the Employer in a safe manner. The Union  
3 will be financially responsible for any loss to the Employer by members of  
4 the Union for neglect in carrying out this provision, but only when a safe  
5 place is provided for such property by the Employer.

#### 6 7 **NON-RESIDENT EMPLOYEES**

8 **Section 2.09** (a) An Employer signatory to a Collective Bargaining  
9 Agreement or to a Letter of Assent to an Agreement with another IBEW,  
10 Local Union, who signs an assent to this Agreement may bring up to four  
11 bargaining unit employees employed in that Local Union's jurisdiction into  
12 this Local's jurisdiction and up to two bargaining unit employees per job  
13 from that Local's jurisdiction to this Local's jurisdiction for specialty or  
14 service and maintenance work. All charges of violations of this section shall  
15 be considered as a dispute and shall be processed in accordance with the  
16 provisions of this Agreement for the handling of grievances with the  
17 exception that any decision of a Local Labor-Management Committee that  
18 may be contrary to the intent of the parties to the National Agreement on  
19 Employee Portability, upon recommendation of either or both the  
20 appropriate IBEW International Vice President or NECA Regional  
21 Executive Director, is subject to review, modification, or rescission by the  
22 Council on Industrial Relations.

23  
24 (b) The Employer shall not loan or cause to be loaned,  
25 the workers covered under the terms of this Agreement in his employ to any  
26 other Employer without first securing permission of the Union and then  
27 only after applicants possessing the required skill are not available under the  
28 referral procedure.

#### 29 30 **FAVORED NATIONS**

31 **Section 2.10** The Union agrees that if, during the life of this  
32 Agreement, it grants to any other Employer in the Electrical Contracting  
33 Industry on work covered by this Agreement, any better terms or conditions  
34 than those set forth in this Agreement, such better terms or conditions shall  
35 be made available to the Employer under this Agreement and the Union  
36 shall immediately notify the Employer of any such concession.

37  
38

## STEWARDS

1  
2 **Section 2.11** (a) The Union shall have the right to appoint a  
3 Steward at any shop or on any job where workers are employed under the  
4 terms of this Agreement. Such Stewards shall see that all sections of this  
5 Agreement and working conditions are observed by employee and Employer  
6 and he/she shall be allowed sufficient time to perform these duties during  
7 regular working hours.

8  
9 Under no circumstances shall an Employer dismiss or otherwise  
10 discriminate against an employee for making a complaint or giving evidence  
11 with respect to an alleged violation of any provisions of this Agreement.  
12 The Union is required to notify the Employer, in writing, of the name of the  
13 shop and/or job Steward.

14  
15 (b) There shall be no job assignment discrimination  
16 against a Steward. The Steward shall be offered all overtime. The Steward  
17 on overtime shall not be considered as part of the crew size. When the  
18 Steward is present, the Steward shall represent all IBEW workers on the  
19 site.

20 (c) The Employer shall cooperate with the Steward,  
21 Business Manager or his representative in adjusting grievances arising in  
22 the shop or on the job.

23  
24 The Business Manager or his representative along with the Chapter  
25 Manager shall have the right to visit the Employer's place of business during  
26 any working hours to inspect the time cards of the employees covered by  
27 this Agreement. The job Steward shall be notified of all terminations at least  
28 two (2) hours prior to any lay-off.

29  
30 (d) A job Steward shall remain on the job until its  
31 completion, or until not more than three (3) employees are left on the job  
32 after his termination, unless removed by the Business Manager. This  
33 requirement shall not apply when a job is shut down. Stewards may be  
34 discharged for cause upon twenty-four (24) clock hours notice by phone or  
35 fax, to the Business Manager, but subject to review by the Labor-  
36 Management Committee. The Steward shall share in overtime with other  
37 employees on the job. The representative of the Union shall be allowed  
38 access to any job at any reasonable time where employees are employed  
39 under the terms of this Agreement.

1  
2 (e) All Employees, when asked for their “Dues  
3 Receipt,” shall present it to the person asking to see it. Provided the person  
4 requesting it shall present his/her dues receipt.  
5

6 **Section 2.12** The policy of the Local Union and its members is to  
7 promote the use of materials and equipment manufactured, processed or  
8 repaired under economically sound wage, hour and working conditions by  
9 their fellow members of the International Brotherhood of Electrical  
10 Workers.  
11

12 The refusal by an individual employee to perform work on lighting fixtures  
13 not bearing the Union IBEW label shall not be considered a violation of the  
14 terms of this Agreement, nor shall any such employee be discharged as a  
15 result thereof.  
16

#### 17 **SUBCONTRACTING/ANNULMENT**

18 **Section 2.13** The Local Union is a part of the International  
19 Brotherhood of Electrical Workers and any violation or annulment by an  
20 individual Employer of the approved Agreement of this or any other Local  
21 Union of the IBEW, other than violations of Paragraph 2 of this Section,  
22 will be sufficient cause for the cancellation of his Agreement by the Local  
23 Union after a finding has been made by the International President of the  
24 Union that such a violation or annulment has occurred.  
25

26 The subletting, assigning, or transfer by an individual Employer of any work  
27 in connection with electrical work to any person, firm or corporation not  
28 recognizing the IBEW or one of its Local Unions as the collective  
29 bargaining representative of his employees on any electrical work in the  
30 jurisdiction of this or any other Local Union to be performed at the site of  
31 the construction, alteration, painting or repair of a building, structure or  
32 other work, will be deemed a material breach of this Agreement.  
33

34 All charges of violations of Paragraph 2 of this Section shall be considered  
35 as a dispute and shall be processed in accordance with the provision of this  
36 Agreement covering the procedure for the handling of grievances and the  
37 final and binding resolution of disputes.  
38

1 **Section 2.14** The obligations of this Agreement shall not be affected  
2 by the nature or form of doing business by any Employer party hereto; and  
3 the obligations herein shall also extend to any person, firm or corporation  
4 under control or common control with any signatory Employer and which  
5 entity engages in any work covered by this Agreement or any work under  
6 the State Contractors License of the signatory Employer or otherwise.  
7  
8

### 9 **ARTICLE III**

#### 10 **HOURS - WAGE PAYMENT - WORKING CONDITIONS**

11  
12 **Section 3.01** (a) The Normal Work Week shall be forty (40) hours,  
13 Monday through Friday (excluding Saturday and Sunday). Eight (8) hours  
14 work between the hours of 8:00 AM and 4:30 PM with thirty (30) minutes  
15 for lunch period between 11:00 AM and 12:30 PM constitutes a normal  
16 work day Monday through Friday (excluding Saturday and Sunday). The  
17 lunch period shall be established by the first worker employed on the job  
18 site.

19 (b) The Shop or Job workday may be adjusted to start  
20 specifically at 7:00, 7:30, or 8:00 AM, with a half-hour lunch break  
21 occurring four (4) hours from the start of the workday.  
22

23 (c) The employee's time cards must show the starting  
24 time. The Employers who become signatory to this Agreement after July 1,  
25 1985, and establish a Shop in this area must specify the starting time of the  
26 shop at the time they sign the Agreement.  
27

28 The job start time for out of area, Employers will be determined by the  
29 initial job call.

30 (d) The adjusted work hours can only be changed at  
31 the beginning or ending of Daylight Savings Time.  
32

33 (e) All job processing or security and automobile  
34 clearances shall be obtained and performed on the Employer's time.  
35

36 (f) All work performed on 3 and 4 day  
37 weekend/holidays shall be paid at the double-time rate of pay.  
38

1 (g) All other work performed outside the regular work  
2 hours and work on Saturdays, Sundays and the following Holidays: New  
3 Year's Day; Martin Luther King, Jr's Birthday observed the third Monday in  
4 January; Washington's Birthday, the third Monday in February; Memorial  
5 Day, the last Monday in May; fourth of July; Labor Day, the first Monday in  
6 September; Veteran's Day in November; Thanksgiving Day, the fourth  
7 Thursday in November; the day after Thanksgiving Day, and Christmas  
8 Day, December 25; the 11th Holiday will be set on a year to year basis as  
9 per the agreed upon calendar; such Holiday selected will provide for no  
10 more than four (4) days off in succession; or days celebrated as such; or  
11 such Holidays as recognized by the Local Building Trades Council, shall be  
12 paid for at double the regular straight-time rate of pay. Should any of the  
13 above-named Holidays fall on Saturday or Sunday, the Friday before or the  
14 following Monday shall be observed as the holiday.

15

16 (h) In accordance with a calendar schedule agreed to  
17 by the parties, there can be four (4) non-work days scheduled per year  
18 (creating five 4-day weekends). The following are the non-work days:

19

20 **2008**

21 Friday - February 15 (non-work day)  
22 Friday - May 23 (non-work day)  
23 Monday - July 7 (non-work day)  
24 Friday - August 29 (non-work day)  
25 Friday - December 26 (floating holiday)

26

27 **2009**

28 Friday - January 2 (floating holiday)  
29 Friday - February 13 (non-work day)  
30 Friday - May 22 (non-work day)  
31 Friday - September 4 (non-work day)  
32 Thursday - December 24 (non-work day)

33

34 **2010**

35 Friday - February 12 (non-work day)  
36 Friday - May 28 (non-work day)  
37 Friday - July 2 (floating holiday)  
38 Monday - July 5 (non-work day)  
39 Friday - September 3 (non-work day)

40



1 **2011**

- 2 Friday - February 18 (non-work day)  
 3 Friday - May 27 (non-work day)  
 4 Friday - July 1 (non-work day)  
 5 Friday - September 2 (non-work day)  
 6 Friday - December 23 (floating holiday)

7

8 **2012**

- 9 Friday - February 17 (non-work day)  
 10 Friday - May 25 (non-work day)  
 11 Friday - August 31 (non-work day)  
 12 Monday - December 24 (non-work day)  
 13 Monday - December 31 (floating holiday)

14

15

16 **REDUCED WORKWEEK**

- 17 (i) When twenty percent (20%) of the Inside  
 18 Wiremen that reside in Santa Clara County and are qualified to sign the  
 19 Group One (book one) out of work list become unemployed for fifteen (15)  
 20 consecutive work days, **the Labor-Management Committee will give**  
 21 **consideration to an adjusted work week.** The hours and conditions of the  
 22 adjusted workweek will be by mutual agreement between the parties.

23

24

**OVERTIME**

- 25 **Section 3.02** (a) The first two (2) hours of overtime worked before  
 26 or after the regular work day Monday through Friday shall be paid at time  
 27 and one-half (1-1/2) of the straight-time rate of pay up to ten (10) hours per  
 28 week.

29

30

31

32

33

34

35

36

37

38

39

1997 Language: A maximum of eight (8) hours of  
 overtime at the time and one half (1 1/2) rate is  
 allowed for work performed on Saturday. If

1 overtime is worked Monday through Friday,  
2 subtract that amount of time from the time allowed  
3 at time and one half (1 1/2) on Saturday.  
4

5 (c) When overtime is required by the Employer, the  
6 electrical employee shall receive a one-half (1/2) hour meal period with pay  
7 after the first two (2) hours of overtime work when overtime is required  
8 beyond that two (2) hour period. After each additional four (4) hours of  
9 overtime is worked, the employee shall receive a one-half (1/2) hour meal  
10 period with pay when overtime is required beyond that four (4) hour period.  
11 This is not applicable to the first eight (8) hours worked on Saturdays,  
12 Sundays or Holidays. When meals are not readily available, the Employer  
13 shall allow one member of the crew time to obtain meals for the worker  
14 prior to the meal period, providing the employee did not receive notification  
15 of the overtime two (2) hours prior to reporting to work. Employees will be  
16 responsible for food expense.  
17

18 (d) When it is necessary to work overtime on any job  
19 covered in this jurisdiction, workers working on the job shall be given first  
20 preference.  
21

22 The Employer or employee is obligated to report any scheduled overtime to  
23 the local Union prior to the work being performed. (This in no way requires  
24 overtime permits.) Non-scheduled or emergency overtime shall be reported  
25 on the next workday.  
26

27 (e) Overtime wages for employees in all  
28 classifications shall be computed at the straight time, white, wage rate.  
29

30 (f) All overtime shall be shared as equally as possible  
31 among the workers on the job.  
32

33 (g) When workers are required to work under  
34 compressed air or where gas masks are required, or to work on ladders,  
35 scaffolds, stacks, "Bosun's Chairs," or other structures and where they are  
36 not protected by permanent guard rails at a distance of forty (40) to sixty  
37 (60) feet from the ground or supporting structures, they shall be paid at a  
38 rate of one and one-half (1 1/2) times the straight-time rate of pay. On  
39 structures of sixty (60) feet or over, (as described above), the rate shall be

1 two (2) times the straight time rate of pay. An assignment of thirty (30)  
2 minutes or more, to work referred to in this section, shall entitle the worker  
3 to the premium rate for that half day.

4  
5 (h) A work assignment in this section shall not  
6 commence until the Employer or his representative is notified.

7  
8 (i) When a worker has worked four (4) hours or more  
9 immediately previous to starting the regular workday, he/she shall receive  
10 the overtime rate of pay until relieved of duty.

11  
12 (j) If an employee is directed by the Employer to  
13 work through his/her lunch break they shall receive double the hourly rate  
14 of pay.

#### 15 16 **OCCUPIED REMODEL AND RENOVATION WORK**

17 (k) Occupied Remodel and Renovation Work. When  
18 so elected by the contractor, a single shift of work for eight (8) hours may  
19 be performed Monday through Friday, excluding Saturdays, Sundays and  
20 Holidays.

21  
22 The shift work must be performed outside regular work hours as defined in  
23 Article III, Section 3.01(a). The shift start time is any time after 3:30 PM.

24  
25 The shift shall be eight (8) hours of work between the hours of 3:30 PM and  
26 8:00 AM. Workers shall be paid for a minimum of eight (8) hours for the  
27 shift, regardless of hours worked.

28  
29 The thirty (30) minute lunch period is to be taken at the end of four (4)  
30 hours of work.

31  
32 For hours worked between 3:30 PM and 12:00 midnight workers shall  
33 receive the regular hourly rate plus 10%.

34  
35 For hours worked between 12:00 midnight and 8:00 AM, workers shall  
36 receive the regular hourly rate plus 15%.

37  
38 Overtime before or after the shift shall be two times (2 x) the regular hourly  
39 rate.

1  
2           **SERVICE STAND-BY, ON-CALL OR EMERGENCY CALLS**

3           (1)   Service Stand-by - On-call or Emergency calls:  
4 Employees designated by their Employer on weekends or holidays shall  
5 receive two (2) hours of stand-by pay at 1½ times their hourly straight time  
6 rate of pay per day.  
7

8   **Section 3.03**       No work shall be performed on Labor Day except in the  
9 case of an emergency (protection of life and/or property). This work shall  
10 only be done after the Business Manager of the Union or his representative  
11 gives permission.  
12

13   **SHIFT WORK**

14 **Section 3.04**       (a)   When so elected by the contractor, multiple shifts  
15 of eight (8) hours for at least five (5) days duration may be worked. When  
16 two (2) or three (3) shifts are worked:  
17

18       The first shift (day shift) shall consist of eight (8) consecutive hours worked  
19 between the hours of 8:00 AM and 4:30 PM. Workmen on the "day shift"  
20 shall be paid at the regular hourly rate of pay for all hours worked.  
21

22       The second shift (swing shift) shall consist of eight (8) consecutive hours  
23 worked between the hours of 4:30 PM and 1:00 AM. Workmen on the  
24 "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for  
25 all hours worked.  
26

27       The third shift (graveyard shift) shall consist of eight (8) consecutive hours  
28 worked between the hours of 12:30 AM and 9:00 AM. Workmen on the  
29 "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4%  
30 for all hours worked.  
31

32                           (b)   The Employer shall be permitted to adjust the  
33 starting hours of the shift by up to two (2) hours in order to meet the needs  
34 of the customer.

35                           (c)   If the parties to the Agreement mutually agree, the  
36 shift week may commence with the third shift (graveyard shift) at 12:30 AM  
37 Monday to coordinate the work with the customer's work schedule.  
38 However, any such adjustment shall last for at least a five (5) consecutive  
39 day duration unless mutually changed by the parties to this Agreement.  
40

1                   (d) An unpaid lunch period of thirty (30) minutes  
2 shall be allowed on each shift. All overtime work required before the  
3 established start time and after the completion of eight (8) hours of swing or  
4 graveyard shift, any shift shall be paid at one and one-half times the "shift"  
5 hourly rate.

6                   (e) There shall be no pyramiding of overtime rates  
7 and double the straight rate shall be the maximum compensation for any  
8 hour worked.

9  
10 There shall be no requirement for a day shift when either the second or third  
11 shift is worked.

12

## ARTICLE III

### Section 3.05 (a)

**Effective June 1, 2008**

**Increase Wages \$3.00**

Classification	Wage	H & W	Pension	NEBF	AMF	Total	JATC	**JEIF
*Journeyman Wireman	47.57	8.98	8.35	1.427	0.238	\$ 66.57	0.85	0.14
* Foreman	54.71	8.98	8.35	1.641	0.274	\$ 73.96	0.85	0.14
* General Foreman	61.84	8.98	8.35	1.855	0.309	\$ 81.33	0.85	0.14
* Cable Splicer	54.71	8.98	8.35	1.641	0.274	\$ 73.96	0.85	0.14
*Journeyman Technician	47.57	8.98	8.35	1.427	0.238	\$ 66.57	0.85	0.14

### INSIDE APPRENTICES

1st Period 45%	21.41	8.98	0	0.642	0.107	\$ 31.14	1.35	0.14
2nd Period 50%	23.79	8.98	0	0.714	0.119	\$ 33.60	1.35	0.14
3rd Period 55%	26.16	8.98	4.59	0.785	0.131	\$ 40.65	1.35	0.14
4th Period 60%	28.54	8.98	5.01	0.856	0.143	\$ 43.53	1.35	0.14
5th Period 65%	30.92	8.98	5.43	0.928	0.155	\$ 46.41	1.35	0.14
6th Period 70%	33.30	8.98	5.85	0.999	0.167	\$ 49.30	1.35	0.14
7th Period 75%	35.68	8.98	6.26	1.070	0.178	\$ 52.17	1.35	0.14
8th Period 80%	38.06	8.98	6.68	1.142	0.190	\$ 55.05	1.35	0.14
9th Period 85%	40.43	8.98	7.10	1.213	0.202	\$ 57.93	1.35	0.14
10th Period 90%	42.81	8.98	7.52	1.284	0.214	\$ 60.81	1.35	0.14

\* Refer to Section 8.03.

**Day School:** Employers employing Apprentices shall pay One Dollar and Thirty Five Cents (\$1.35) per hour to the JATC for Employers Apprenticeship Fund for Day School. There shall be separate accounting for this fund. This fund will provide for lost wages for students attending Day School.

\*\* Does not reflect the additional .06 cents per hour deduction for the Joint Electrical Industry Fund (JEIF)

1 **Effective December 1, 2008**

2  
3 **Increase H&W \$0.75 and Pension \$0.25**

4

Classification	Wage	H & W	Pension	NEBF	AMF	Total	JATC	**JEIF
*Journeyman Wireman	47.57	9.73	8.60	1.427	0.238	\$ 67.57	0.85	0.14
*Foreman	54.71	9.73	8.60	1.641	0.274	\$ 74.96	0.85	0.14
*General Foreman	61.84	9.73	8.60	1.855	0.309	\$ 82.33	0.85	0.14
*Cable Splicer	54.71	9.73	8.60	1.641	0.274	\$ 74.96	0.85	0.14
*Journeyman Technician	47.57	9.73	8.60	1.427	0.238	\$ 67.57	0.85	0.14

INSIDE APPRENTICES

1st Period 45%	21.41	9.73	0	0.642	0.107	\$ 31.89	1.35	0.14
2nd Period 50%	23.79	9.73	0	0.714	0.119	\$ 34.35	1.35	0.14
3rd Period 55%	26.16	9.73	4.73	0.785	0.131	\$ 41.54	1.35	0.14
4th Period 60%	28.54	9.73	5.16	0.856	0.143	\$ 44.43	1.35	0.14
5th Period 65%	30.92	9.73	5.59	0.928	0.155	\$ 47.32	1.35	0.14
6th Period 70%	33.30	9.73	6.02	0.999	0.167	\$ 50.22	1.35	0.14
7th Period 75%	35.68	9.73	6.45	1.070	0.178	\$ 53.11	1.35	0.14
8th Period 80%	38.06	9.73	6.88	1.142	0.190	\$ 56.00	1.35	0.14
9th Period 85%	40.43	9.73	7.31	1.213	0.202	\$ 58.89	1.35	0.14
10th Period 90%	42.81	9.73	7.74	1.284	0.214	\$ 61.78	1.35	0.14

5  
6 \* Refer to Section 8.03.

7  
8 **Day School:** Employers employing Apprentices shall pay One Dollar and  
9 Thirty Five Cents (\$1.35) per hour to the JATC for Employers  
10 Apprenticeship Fund for Day School. There shall be separate accounting for  
11 this fund. This fund will provide for lost wages for students attending Day  
12 School.

13  
14 \*\*Does not reflect the additional .06 cents per hour deduction for the Joint  
15 Electrical Industry Fund (JEIF)

16  
17 Effective 6/1/06 – Does not reflect the additional .10 cents per hour for JEIF

18  
19

1 **Effective June 1, 2009**

2 \$1.00 Increase to Pension

3

4 **Effective December 1, 2009**

5 \$0.75 Increase to Pension

6 \$0.25 Increase to H&W

7

8 **Effective June 1, 2010**

9 \$3.00 to be allocated

10

11 **Effective December 1, 2010**

12 \$0.85 to be allocated

13

14 **Effective June 1, 2011**

15 \$2.00 to be allocated

16

17 **Effective December 1, 2011**

18 \$2.00 to be allocated

19

20 **Section 3.05** (b) No Employer, or worker, or their agents shall give  
21 or accept, directly or indirectly, any rebate of wages. No Employer shall  
22 directly or indirectly or by any subterfuge sublet or contract with any  
23 worker, any or all of the labor services required by such contract of such  
24 Employer. Any Employer found violating any one of these provisions shall  
25 be subject to having his Agreement terminated upon written notice thereof,  
26 being given by the Union.

27

28 **Section 3.06** (a) Each Wednesday, wages shall be paid by the  
29 electrical Employer by whom the worker is employed. The Employer shall  
30 end the payroll week on Sunday at 12:00 midnight of each week. (This  
31 allows three (3) days to make up the time and disburse the checks). If  
32 payday falls on a holiday, the preceding day becomes payday. The payroll  
33 check stub shall contain the complete date - month, day and year, including  
34 company name and home office city, all deductions itemized and gross and  
35 net wages. The Employer shall pay wages on the job or allow Employees  
36 sufficient time to reach the shop on payday before the close of working  
37 hours.

38



1 Any worker laid-off or discharged by the Employer shall be paid all his  
2 wages and be given his termination slip immediately. **In the event he is not**  
3 **paid off, waiting time at the regular rate shall be charged until payment**  
4 **is made.**

5  
6 If an Employer shall give a check or checks as wages to an employee  
7 covered by this Agreement and the same is dishonored by the Employer's  
8 bank, **the Employer involved must immediately, on demand, present to**  
9 **the Employee a certified check for the amount involved.** Failing to do so  
10 the Employer shall be in violation of this Agreement.  
11

12 (b) Supervising workers shall be allowed sufficient  
13 time during working hours to arrange to have the Employee's time reported  
14 in to the office of the Employer.  
15

16 (c) All Employee remittances covered under the terms  
17 of this Agreement shall be drawn on a bank located within a one hundred  
18 (100) air-mile radius from First and Santa Clara Streets, San Jose,  
19 California.

20 (d) Individual Employers who fail to remit as  
21 provided shall be subject to having his/her Agreement terminated upon  
22 seventy-two (72) hours notice in writing being served by the Union,  
23 provided the individual Employer fails to show satisfactory proof that all  
24 wages and the required payments have been paid to the appropriate fringe  
25 benefit trusts.

26 (e) Upon mutual agreement between the Employer  
27 and the Employee, a direct deposit of the weekly payroll check will be  
28 permitted.  
29

30 Employers and Employees participating in direct deposit payroll shall  
31 adhere to all provisions of Article III, Section 3.06.  
32

### 33 FOREMAN CLAUSE

34 **Section 3.07** (a) A Foreman shall be required on any job where  
35 three (3) or more workers are required. On jobs requiring three (3) or more  
36 workers for more than fifteen (15) accumulated days, the Foreman shall  
37 receive the Foreman rate of pay from the time the third worker is placed on  
38 the job to the finish of the job.  
39

1 **Foremen shall receive an additional fifteen (15%) percent differential**  
2 **above the Journeyman Wireman's rate of pay.**  
3

4 (b) A Foreman may work with the tools until seven  
5 (7) journeymen are under his supervision. When seven (7) or more are under  
6 his supervision, a Foreman shall act in a supervisory capacity only.  
7

8 (c) The Employer shall have the right to call a Foreman  
9 by name provided:  
10

- 11 1. The Employee has not quit his previous Employer  
12 within the past two weeks.
- 13
- 14 2. The Employer shall notify the Business Manager in  
15 writing of the name of the individual who is to be  
16 requested for employment as a Foreman. Upon such  
17 request, the Business Manager shall refer said  
18 Foreman provided the name appears on the highest  
19 priority group.  
20
- 21 3. When an Employee is called as a Foreman, he must  
22 remain as a Foreman for one thousand (1,000) hours  
23 or must receive a reduction in force.  
24
- 25 4. The Employee must have completed the Labor  
26 Studies class, a COMET class and have a current first  
27 aid and CPR certification.  
28
- 29 5. The Employee must have completed the Electrical  
30 Supervision Program course at the JATC to qualify  
31 for a Foreman Name Call.  
32

33 (d) A Foreman shall handle no more than nine (9)  
34 workers except that where a General Foreman has been set up, the first  
35 Foreman may supervise twelve (12) workers. As soon as the second  
36 Foreman has been set up, a Foreman shall not supervise more than nine (9)  
37 workers. Another Foreman shall be named as soon as additional workers are  
38 employed; **however, each Foreman must have at least seven (7)**  
39 **workmen under him before the next Foreman is set up, unless the work**  
40 **assignments are in isolated parts of the job.**  
41

1 Any Foreman may handle material. On all jobs requiring a Foreman, the  
2 Foreman shall not give orders to workers other than those under his/her  
3 direct supervision. The only exception to the above is in the case of an  
4 emergency.

5  
6 No worker shall be allowed to work as a Foreman on more than one (1) job  
7 at a time.

### 8 9 **GENERAL FOREMAN CLAUSE**

10 **Section 3.08** (a) A General Foreman shall not supervise more than  
11 six (6) Foremen (or sixty [60] workers). Whenever a job has two (2) or more  
12 Foremen, a General Foreman shall be assigned to that job only. A job  
13 General Foreman shall not give orders to anyone other than foremen under  
14 his direct supervision. The only exception to the above is in case of an  
15 emergency. A General Foreman shall not handle any material or work with  
16 the tools. No job shall have more than one (1) nonworking Foreman/General  
17 Foreman.

18  
19 (b) A General Foreman shall receive an additional  
20 thirty (30%) percent differential above the Journeyman Wireman's  
21 rate of pay.

### 22 23 **SHOW-UP PAY**

24 **Section 3.09** When Employees are directed to report to work and are  
25 not allowed to start work, they shall receive a minimum of two (2) hours  
26 pay, unless they are notified one (1) hour before starting time that work has  
27 been cancelled. This provision would be non-operable in the case of  
28 inclement weather.

29  
30 **Section 3.10** (a) When Employees commence work and are laid off  
31 or terminated permanently or temporarily, they shall receive pay for four (4)  
32 hours, if laid off or terminated after having worked more than four (4) hours  
33 they shall receive pay for eight (8) hours.

34  
35 (b) Terminations shall be made in the shop or on the  
36 job-site only, except a worker who has failed to report for work may be  
37 terminated by telephone or fax and have his wages paid by mail. Terminated  
38 Employees shall be given a "Termination Slip."  
39

### AGE RATIO

1  
2 **Section 3.11** On all jobs requiring five (5) or more Journeymen, at  
3 least every fifth (5<sup>th</sup>) Journeyman, if available, shall be fifty (50) years of  
4 age or older.

### TOOLS

5  
6 **Section 3.12** (a) It shall be the responsibility of the Employer to  
7 provide tool insurance. In case of fire, theft through forcible entry, or  
8 damage to a locked employee's tool box while in the locked custody of the  
9 Employer or his representatives, said tools shall be replaced immediately  
10 after any loss incurred has been reported to the proper law enforcement  
11 agencies by the parties involved. Members of the National Electrical  
12 Contractors Association may contribute annually into a tool protection fund.  
13 All Employers who are not a party to this tool replacement fund shall be  
14 held responsible for the replacement of the employee's tools.

15  
16 **No worker shall supply tools other than those listed in subsection (b).**  
17 In no case will an Employer be responsible for tools other than those stated  
18 on the required list for Inside Wiremen. Apprentices shall supply  
19 themselves with tools as needed. An apprentice must keep an inventory list  
20 of his tools; periodically this list must be given to his Employer for  
21 verification; the apprentice tools in case of loss will be replaced to comply  
22 with the list he has given his Employer.

23  
24 (b) Inside Wiremen shall provide themselves with and  
25 keep in first-class condition a kit of the following tools. Failure to do so will  
26 be a violation of this Agreement and will void the tool insurance.

27  
28

- 1 **TOOL BOX - 20" X 8-1/2" X 9" minimum with lock**  
2  
3 **PLIERS:**  
4 **Wire Strippers**  
5 **Sidecutters 8" or 9" Klein type**  
6 **Long nose**  
7 **Diagonal cutters (2 allowed)**  
8 **Pump (Channel locks) (2 allowed)**  
9 **Stak-On**  
10 **CRESCENT WRENCHES - 6" and 12" (one of each)**  
11 **ALLEN WRENCHES - small set not over 7/16"**  
12 **SPIN TITE WRENCH SET - up to 1/2"**  
13 **TAP WRENCH - up to 1/4"**  
14 **CHISELS:**  
15 **Wood 1" maximum**  
16 **Cold 1/2 maximum**  
17 **CENTER PUNCH**  
18 **AWL**  
19 **PLUMB BOB, 8oz.**  
20 **TRI SQUARE**  
21 **LEVEL - (1) 18" maximum**  
22 **CHALK LINE BOX**  
23 **TIN SNIPS - (1) 10" airplane shears**  
24 **KNIFE**  
25 **TAPE MEASURES - (2) to 30' maximum**  
26 **SCREWDRIVERS:**  
27 **Stubby (2) 1 blade and 1 Phillips**  
28 **Phillips (2) 6" and 8"**  
29 **Offset (2) blade and Phillips**  
30 **Blade (3) 6", 8" and 12"**  
31 **HACKSAW FRAME**  
32 **KEYHOLE SAW**  
33 **HAMMER - claw**  
34 **TESTER – Voltage - Square D Knopf, non solenoid type, or equal**  
35 **TOOL POUCH (optional)**  
36 **ONE-PIECE FLASHLIGHT (1)**  
37 **NATIONAL ELECTRICAL CODE (current)**  
38

39 If tools are permanently confiscated because of radiation exposure, such  
40 tools will be replaced by the Employer.  
41

1 **Section 3.13** Workers shall not be asked to install electrical work in  
2 an unsafe or unworkmanlike manner. All work shall be required to be in  
3 accordance with applicable codes.

4  
5 **TRAVEL CLAUSE**

6 **Section 3.14** (a) On all jobs requiring the employees to remain  
7 away from home overnight, the Employer will also furnish board and  
8 lodging and other necessary expense or a minimum of \$45.00 per day, per  
9 worker, on a seven (7) day per week basis being considered a minimum  
10 amount except where adequate subsistence or lodging is furnished on the  
11 job. The Employer may elect to pay full expenses over weekends or pay  
12 travel time at the straight time rate and furnish transportation to and from  
13 the Employer's home base.

14  
15 (b) When workers report to the Employer's shop, as  
16 defined herein within the jurisdiction of the Union without travel expense,  
17 the Employer shall furnish transportation and pay for time from shop to job,  
18 job to shop, job to job.

19  
20 A job site is considered to be the physical location where employees report  
21 for their work assignments. The Employer's shop (service center) is  
22 considered to be a separate, single job site. All other physical locations  
23 where workers report for work are each considered to be a single, separate  
24 job site.

25 (c) For traveling from job to job during the regular  
26 working hours where the worker provides his or her own transportation, the  
27 worker shall be paid their regular rate plus one dollar (\$1.00) per road-mile  
28 traveled.

29 (d) Traveling time shall be paid at one and one-half  
30 times the regular straight-time rate of pay to any worker who is driving the  
31 Employer's vehicle, for the Employer's convenience to and from any job  
32 within the jurisdiction of the Union when workers are ordered to travel on  
33 other than their regular work hours.

34  
35 (e) A joint venture by two (2) or more firms signatory  
36 to this Agreement shall be considered a new Employer.

37  
38 (f) "Shop" as used in this Agreement shall mean an  
39 established place of business as defined in ARTICLE II, Section 4 hereof.

1 When an Employer, signatory to this Agreement, establishes another place  
2 of business as herein defined, within the jurisdiction of the Union,  
3 recognition of such a "shop" shall be determined by Local  
4 Union 332, IBEW.

5  
6 When such a second shop is recognized by the Union, any job, which the  
7 Employer has in progress, shall continue to operate with no change in place  
8 of reporting, travel allowance or per diem until its completion.

9  
10 Any dispute over refusal by the Union to recognize an Employer's  
11 established place of business as a "shop" shall be subject to the grievance  
12 procedure set forth in this Agreement.

13  
14 (g) Additional workers shall be employed in the same  
15 manner as local Employers and all such workers shall receive the wages and  
16 conditions as outlined in this Agreement.

17  
18 (h) The last worker or workers, employed by an  
19 outside firm, shall receive at the time of layoff, a notice of immediate  
20 deposit that all fringe benefit funds have been paid to the appropriate  
21 agency accompanied by an approved transmittal.

22  
23 Employers covered by this section shall notify the Local Union Office when  
24 their work is completed.

## 25 26 VEHICLES

27 Section 3.15 (a) No worker shall use his vehicle in any manner  
28 detrimental to the best interest of other workers nor shall any worker use his  
29 vehicle to transport the Employer's tools, materials or plan sets.

## 30 31 SIGNS ON TRUCKS

32 (a) Each signatory contractor to this IBEW  
33 Agreement shall have legible identification signs, seals, decals, or stickers  
34 of not less than 12 inches by 18 inches permanently attached on each  
35 exterior side of his truck(s). No worker shall drive company trucks without  
36 approved signs unless such unmarked trucks have been reported to the  
37 Local Union by the Employer, such reporting shall only be valid for a sixty  
38 (60) day period.

39

## SAFETY

1  
2 **Section 3.16** (a) On changes or additions to energized circuits or  
3 equipment carrying four hundred and forty (440) volts or over, as a safety  
4 measure, two or more journeymen must work together, both wearing PPE  
5 (personal protective equipment), one standing by.

6  
7 (b) Due to the serious recognized hazards to  
8 employees and risks to facilities and equipment, IBEW/NECA strongly  
9 supports the control and elimination of energized electrical work whenever  
10 possible. In the limited instances where work meets the criteria established  
11 in NFPA 70E, Article 130 (Justification for Work on or Near Live Parts)  
12 and OSHA 1910.333 (Selection and Use of Work Practices) adequate safety  
13 or protection devices including Fire-rated clothing (in the appropriate size)  
14 shall be supplied by the Employer in accordance with the Safety Orders of  
15 the Department of Industrial Relations and the CAL-OSHA Standard for  
16 Electrical Safety in the workplace. Workers shall observe and comply with  
17 all Employer policies and procedures in matters of Safety.

18  
19 (c) Where a question of safety arises and leads to a  
20 dispute that cannot be settled on the job then the question shall be settled  
21 according to Article I, Section 1.06 of this Agreement. Workers working  
22 under terms of this Agreement shall not be discharged for revealing unsafe  
23 conditions on a job or for refusing to work on that portion of a job before a  
24 decision has been rendered. The employee may be issued a temporary layoff  
25 if no other work is available.

## IMPROPER WORKMANSHIP

26  
27 **Section 3.17** A Journeyman shall be required to make corrections on  
28 improper workmanship for which he is responsible on his own time and  
29 during regular working hours, unless errors were made by orders of the  
30 Employer or the Employer's representative. Employers shall notify the  
31 Union of workers who fail to adjust improper workmanship. The Union  
32 assumes responsibility for the enforcement of this provision for its members  
33 only. Correction to be made only after a fair investigation by the Employer  
34 and the Business Manager of the Union.

## SCOPE OF WORK

35  
36  
37 **Section 3.18** (a) Workers employed under the terms and conditions  
38 of this Agreement shall do all electrical work that is not covered by the 9<sup>th</sup>  
39



1 District Sound and Communications Agreement. The following list is  
2 comprehensive but not all inclusive. Any related electrical equipment and/or  
3 materials are to be installed and maintained by workers working under the  
4 terms and conditions of this Agreement:

- 5
- 6     ▪ Electric lighting, electric heating, electric cooling and electric power  
7       systems;
  - 8
  - 9     ▪ Temporary lighting and power systems;
  - 10
  - 11    ▪ Construction, installation, pre-weld heating, welding, brazing,  
12      burning, cutting, fitting, bending, drilling, shaping, and erection of all  
13      copper, channel iron, angle iron, I-beams, brackets, supports, or  
14      fittings that are fabricated or pre-fabricated **which are specific parts**  
15      **of the installation of the electrical work or equipment on the**  
16      **jobsite** and the maintenance thereon, this in no way includes shared  
17      brackets, hanger systems or support racks;
  - 18
  - 19    ▪ Electrical equipment, such as motor control centers, transformers,  
20      power supplies and storage cells that are to be wired and installed on  
21      a jobsite;
  - 22
  - 23    ▪ Meggering and hi-potting of all control devices, overloads, control  
24      wiring and the phase rotation tests;
  - 25
  - 26    ▪ Electrical work related to the connecting of fixtures, motors, and  
27      controllers;
  - 28
  - 29    ▪ Computer power floor cables (\* see below) and connections, under  
30      carpet raceways, connections to electrified furniture partitions,  
31      electrical devices and trim;
  - 32
  - 33    ▪ Electrical/electronic instrumentation (\*\* see below) (not pneumatic),  
34      electrical connections to conveyor systems, robotics and  
35      programmable controllers;
  - 36
  - 37    ▪ Electrical connections of electrified cranes and trolleys;
  - 38
  - 39    ▪ Sound and fire pads, fire caulking resultant to the electrical  
40      installation;
  - 41
  - 42    ▪ Life safety and emergency systems;
  - 43

- 1     ▪ UPS and clean power systems, medium voltage distribution systems,  
2       electrical bus ducts, electrical gutters, electrical cable tray and  
3       electrical grounding systems;  
4
  - 5     ▪ Solar photovoltaic systems and sinology principles are to be included  
6       (such as all solar panels, related conduit and wiring and the related  
7       electronic devices associated with a photovoltaic installation);  
8
  - 9     ▪ On-site underground power distribution systems (including PVC  
10       and/or rigid conduit) and all supports, fiber optic system raceways,  
11       including the setting of underground pull boxes and vaults;  
12
  - 13    ▪ Conduit and related work for street lighting, traffic signals and other  
14       related electrical equipment;  
15
  - 16    ▪ Related items above and below grade including electrical and  
17       communications duct banks;  
18
  - 19    ▪ Electrical work related to trade shows (rigging, lighting, temporary  
20       wiring, etc.);  
21
  - 22    ▪ The operation of motorized equipment (gas or electric) related to the  
23       installation of electrical work (fork lifts, GLG's, man lifts, ditch  
24       witches, etc.);  
25
  - 26    ▪ It will not be a breach of this Agreement to use prefabricated  
27       catalogue items which are available to the Employers in the electrical  
28       industry;  
29
  - 30    ▪ Prefabrication, when performed by the Employer, shall be done by  
31       workers working under the terms and conditions of this Agreement;  
32
  - 33    ▪ Items listed or inferred in the above list shall, when delivered to a  
34       shop or jobsite, be off-loaded, received and transported thereafter by  
35       members of the IBEW;  
36
- 37       (\*) unless designated otherwise by the Customer
- 38
- 39       (\*\*) may not include commissioning, calibration,  
40       programming or "parts & smarts"
- 41

42 The Employers and the Union agree to mutual cooperation to ensure the  
43 "Scope of Work" provisions work to the benefit of the Electrical Industry.

1  
2 (b) No electrical equipment installed under this  
3 section shall be energized while in a definite hazardous condition after  
4 normal working hours unless under the supervision of a qualified  
5 electrician.  
6

#### 7 CABLE SPLICING

8 (c) Cable splicing: All work of joining, splicing, and  
9 insulating, where wiped lead joints are necessary, shall be performed by  
10 cable splicers. Journeyman wiremen shall be used in assisting cable splicers  
11 in all manhole work and where wiped lead joints are necessary, and may  
12 place flame proof covering.  
13

14 The splicing or joining of synthetic cable of such insulation or application  
15 characteristic, which requires skill and experience not possessed by the  
16 average Journeyman Wireman, shall carry the cable splicer rate. The  
17 necessity for an assistant to the cable splicer shall be determined by the job.  
18

19 (d) Cable splicers shall not be required to work on  
20 wires or cables when the difference in potentials is over three hundred (300)  
21 volts between any two (2) conductors or between any conductor and ground,  
22 unless assisted by a Journeyman Wireman. In no case shall cable splicers be  
23 required to work on energized cables carrying in excess of four hundred and  
24 forty (440) volts.  
25

26 (e) If not supplied by the Employer, the cable splicer  
27 shall receive four dollars (\$4.00) per day tool allowance, and be reimbursed  
28 for the amount of gas used.  
29

#### 30 WELDING

31 (f) A Journeyman who is required to weld shall  
32 receive a bonus of five dollars (\$5.00) per day. An assignment of one (1)  
33 hour shall entitle an employee to this daily bonus.  
34

35 Where certified welders are required, they shall receive the Foreman's  
36 rate of pay.  
37

38 The Employer shall furnish all necessary equipment -- hoods, goggles,  
39 gloves, capes, and adequate protective clothing.

## PAID PARKING

1  
2  
3 **Section 3.19** (a) In the Metropolitan Areas of Santa Clara County,  
4 **where free parking is not available within six (6) blocks of the job** or  
5 project, the Employer shall reimburse Employees at the lowest rate available  
6 within said six (6) block area, provided the Employee presents a signed and  
7 dated receipt for each parking expenditure, or the Employer may opt to  
8 furnish transportation from a central location within fifteen (15) minutes of  
9 the job-site, prior to starting time and return to the central location by the  
10 regular quitting time.

11  
12 (a) On new construction projects (Building Trades  
13 Jobs) where specific areas are designated as assigned parking areas, and  
14 where such areas are **more than 1/4 mile (1320 feet) from the work area**,  
15 the Employer shall provide transportation from the assigned parking area no  
16 earlier than ten (10) minutes prior to starting time, and shall be returned to  
17 the parking area ten (10) minutes prior to quitting time.

## ARTICLE IV INSIDE APPRENTICESHIP

18  
19  
20  
21  
22  
23 **Section 4.01** There shall be a local Joint Apprenticeship and Training  
24 Committee (JATC) consisting of a total of either six or eight (6 or 8)  
25 members who shall also serve as Trustees to the local apprenticeship and  
26 training trust. An equal number of members either three or four (3 or 4)  
27 shall be appointed, in writing, by the local chapter of the National Electrical  
28 Contractors Association (NECA) and the Local Union of the International  
29 Brotherhood of Electrical Workers (IBEW).

30  
31 The local apprenticeship standards shall be in conformance with national  
32 guideline standards and industry policies to ensure that each apprentice has  
33 satisfactorily completed the NJATC required hours and course of study. All  
34 apprenticeship standards shall be registered with the NJATC before being  
35 submitted to the appropriate registration agency.

36  
37 The JATC shall be responsible for the training of apprentices, journeymen,  
38 installers, technicians, and all others (un-indentured, intermediate  
39 journeymen, etc.)

1

2 **Section 4.02** All JATC member appointments, reappointments, and  
3 acceptance of appointments shall be in writing. Each member shall be  
4 appointed for a three (3) year term, unless being appointed for a lesser period  
5 of time to complete an un-expired term. The terms shall be staggered, with  
6 one (1) term from each side expiring each year. JATC members shall  
7 complete their appointed term unless removed for cause by the party they  
8 represent or they voluntarily resign. **All vacancies shall be filled**  
9 **immediately.**

10

11 The JATC shall select from its membership, but not both from the same  
12 party, a Chairman and a Secretary who shall retain voting privileges. The  
13 JATC will maintain one (1) set of minutes for JATC committee meetings and  
14 a separate set of minutes for trust meetings.

15

16 The JATC should meet on a monthly basis, and also upon the call of the  
17 Chairman.

18

19 **Section 4.03** Any issue concerning an apprentice or an apprenticeship  
20 matter shall be referred to the JATC for its review, evaluation, and resolve;  
21 as per standards and policies. If the JATC deadlocks on any issue, the matter  
22 shall be referred to the Labor-Management Committee for resolution as  
23 outlined in Article I of this Agreement; except for trust fund matters, which  
24 shall be resolved as stipulated in the local trust instrument.

25

26 **Section 4.04** There shall be only one (1) JATC and one (1) local  
27 apprenticeship and training trust. The JATC may, however, establish joint  
28 subcommittees to meet specific needs, such as residential or  
29 telecommunications apprenticeship. The JATC may also establish a  
30 subcommittee to oversee an apprenticeship program within a specified area  
31 of the jurisdiction covered by this Agreement.

32

33 All subcommittee members shall be appointed, in writing, by the party they  
34 represent. A subcommittee member may or may not be a member of the  
35 JATC.

36

37 **Section 4.05** The JATC may select and employ a part-time or a full-  
38 time Training Director and other support staff, as it deems necessary. In  
39 considering the qualifications, duties and responsibilities of the Training

1 Director, the JATC should review the Training Director's Job Description  
2 provided by the NJATC. All employees of the JATC shall serve at the  
3 pleasure and discretion of the JATC.

4  
5 **Section 4.06** To help ensure diversity of training, provide reasonable  
6 continuous employment opportunities and comply with apprenticeship rules  
7 and regulations, the JATC, as the program sponsor, shall have full authority  
8 for issuing all job training assignments and for transferring apprentices from  
9 one Employer to another. **The Employer shall cooperate in providing**  
10 **apprentices with needed work experiences. The Local Union referral**  
11 **office shall be notified, in writing, of all job-training assignments.** If the  
12 Employer is unable to provide reasonable continuous employment for  
13 apprentices, the JATC is to be so notified.

14  
15 **Section 4.07** All apprentices shall enter the program through the JATC  
16 as provided for in the registered apprenticeship standards and selection  
17 procedures.

18  
19 An apprentice may have their indenture canceled by the JATC at any time  
20 prior to completion as stipulated in the registered standards. Time worked  
21 and accumulated in apprenticeship shall not be considered for Local Union  
22 referral purposes until the apprentice has satisfied all conditions of  
23 apprenticeship. Individuals terminated from apprenticeship shall not be  
24 assigned to any job in any classification, or participate in any related  
25 training, unless they are reinstated in apprenticeship as per the standards, or  
26 they qualify through means other than apprenticeship, at sometime in the  
27 future, but no sooner than two (2) years after their class has completed  
28 apprenticeship, and they have gained related knowledge and job skills to  
29 warrant such classification.

30  
31 **Section 4.08** The JATC shall select and indenture a sufficient number  
32 of apprentices to meet local manpower needs. The JATC is authorized to  
33 indenture the number of apprentices necessary to meet the job site ratio as  
34 per Section 4.12.

35  
36 **Section 4.09** Though the JATC cannot guarantee any number of  
37 apprentices; if a qualified Employer requests an apprentice, the JATC shall  
38 make every effort to honor the request. If unable to fill the request within ten  
39 (10) working days, the JATC shall select and indenture the next available

1 person from the active list of qualified applicants. An active list of qualified  
 2 applicants shall be maintained by the JATC as per the selection procedures.

3  
 4 **Section 4.10** To accommodate short-term needs when apprentices are  
 5 unavailable, the JATC shall assign un-indentured workers who meet the  
 6 basic qualifications for apprenticeship. **Un-indentured workers shall not**  
 7 **remain employed if apprentices become available for OJT assignment.**  
 8 Unindentured workers shall be used to meet job site ratios except on wage-  
 9 and-hour (prevailing wage) job sites.

10  
 11 Before being employed, the unindentured person must sign a letter of  
 12 understanding with the JATC and the Employer — agreeing that they are not  
 13 to accumulate more than two thousand (2,000) hours as an unindentured, that  
 14 they are subject to replacement by indentured apprentices and that they are  
 15 not to work on wage-and-hour (prevailing wage) job sites.

16  
 17 Should an unindentured worker be selected for apprenticeship, the JATC  
 18 will determine, as provided for in the apprenticeship standards, if some  
 19 credit for hours worked as an unindentured will be applied toward the  
 20 minimum OJT hours of apprenticeship.

21  
 22 The JATC may elect to offer voluntary related training to un-indentured;  
 23 such as Math Review, English, Safety, Orientation/Awareness, and  
 24 Introduction to OSHA, First-Aid, and CPR. Participation shall be voluntary.

25  
 26 **Section 4.11** The Employer shall contribute to the local Health and  
 27 Welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf  
 28 of all apprentices and unindentured. Contributions to other benefit plans may  
 29 be addressed in other sections of this Agreement.

30  
 31 **Section 4.12** Each job site shall be allowed a ratio of two (2)  
 32 apprentice(s) for every three (3) Journeyman Wiremen.

33  
 34  
 35

Number of Journeymen	Maximum Number of Apprentices/Un-indentured
1 to 3	2
4 to 6	4
etc.	etc.

36  
 37  
 38  
 39  
 40

1 **The first person assigned to any job site shall be a**  
2 **Journeyman Wireman.**

3  
4 A job site is considered to be the physical location where employees report  
5 for their work assignments. The Employer's shop (service center) is  
6 considered to be a separate, single job site. All other physical locations  
7 where workers report for work are each considered to be a single, separate  
8 job site.

9  
10 **Section 4.13** An apprentice is to be under the supervision of a  
11 Journeyman Wireman at all times. This does not imply that the apprentice  
12 must always be in sight of a Journeyman Wireman. Journeymen are not  
13 required to constantly watch the apprentice. Supervision will not be of a  
14 nature that prevents the development of responsibility and initiative. Work  
15 may be laid out by the employer's designated supervisor or Journeyman  
16 based on their evaluation of the apprentice's skills and ability to perform the  
17 job tasks. Apprentices shall be permitted to perform job tasks in order to  
18 develop job skills and trade competencies. Journeymen are permitted to  
19 leave the immediate work area without being accompanied by the  
20 apprentice.

21  
22 Apprentices' who have satisfactorily completed the first four years of  
23 related classroom training using the NJATC curriculum and  
24 accumulated a minimum of 6,500 hours of OJT with satisfactory  
25 performance, shall be permitted to work alone on any job site and receive  
26 work assignments in the same manner as a Journeyman Wireman.

27  
28 **An apprentice shall not be the first person assigned to a job site and**  
29 **apprentices shall not supervise the work of others.**

30  
31 **Section 4.14** Upon satisfactory completion of apprenticeship, the  
32 JATC shall issue all graduating apprentices an appropriate diploma from the  
33 NJATC. The JATC shall encourage each graduating apprentice to apply for  
34 college credit through the NJATC. **The JATC may also require each**  
35 **apprentice to acquire any electrical license required for journeymen to**  
36 **work in the jurisdiction covered by this Agreement.**

37  
38 **Section 4.15** The parties to this Agreement shall be bound by the Local  
39 Joint Apprenticeship and Training Trust Fund Agreement which shall



1 conform to Section 302 of the Labor-Management Relations Act of 1947 as  
2 amended, ERISA and other applicable regulations.

3  
4 The Trustees authorized under this Trust Agreement are hereby empowered  
5 to determine the reasonable value of any facilities, materials, or services  
6 furnished by either party. All funds shall be handled and disbursed in  
7 accordance with the Trust Agreement.

8  
9 **Section 4.16** All Employers subject to the terms of this Agreement  
10 shall contribute the amount of funds specified by the parties signatory to the  
11 local apprenticeship and training trust agreement. The current rate of  
12 contribution is One Dollar and Thirty Five Cents (\$1.35) per hour for each  
13 hour worked. This sum shall be due the Trust Fund by the same date as is  
14 their payment to the NEBF under the terms of the Restated Employees  
15 Benefit Agreement and Trust.

16  
17  
18 **ARTICLE V**  
19 **National Electrical Benefit Fund – (NEBF)**  
20

21 **Section 5.01** It is agreed that in accord with the Employees Benefit  
22 Agreement of the National Electrical Benefit Fund ("NEBF"), as entered  
23 into between the National Electrical Contractors Association and the  
24 International Brotherhood of Electrical Workers on September 3, 1946, as  
25 amended, and now delineated as the Restated Employees Benefit Agreement  
26 and Trust, that unless authorized otherwise by the NEBF the individual  
27 Employer will forward monthly to the NEBF's designated local collection  
28 agent an amount equal to 3% of the gross monthly labor payroll paid to, or  
29 accrued by, the employees in this bargaining unit, and a completed payroll  
30 report prescribed by the NEBF. The payment shall be made by check or  
31 draft and shall constitute a debt due and owing to the NEBF on the last day  
32 of each calendar month, which may be recovered by suit initiated by the  
33 NEBF or its assignee. The payment and the payroll report shall be mailed to  
34 reach the office of the appropriate local collection agent not later than  
35 fifteen (15) calendar days following the end of each calendar month.

36  
37 The individual Employer hereby accepts, and agrees to be bound by, the  
38 Restated Employees Benefit Agreement and Trust.

39

1 An individual Employer who fails to remit as provided above shall be  
2 additionally subject to having his Agreement terminated upon seventy-two  
3 (72) hours' notice in writing being served by the Union, provided the  
4 individual Employer fails to show satisfactory proof that the required  
5 payments have been paid to the appropriate local collection agent.

6  
7 The failure of an individual Employer to comply with the applicable  
8 provisions of the Restated Employees Benefit Agreement and Trust shall  
9 also constitute a breach of this Agreement.

10  
11  
12 **ARTICLE VI**  
13 **REFERRAL PROCEDURES**  
14

15 **Section 6.01** In the interest of maintaining an efficient system of  
16 production in the Electrical Industry, providing for an orderly procedure of  
17 referral of applicants for employment, preserving the legitimate interests of  
18 the employees in their employment status within the area and of eliminating  
19 discrimination in employment because of membership or non membership in  
20 the Union, the parties hereto agree to the following system of referral of  
21 applicants for employment.

22  
23 **Section 6.02** The Union shall be the sole and exclusive source of  
24 referral of applicants for employment.

25  
26 **Section 6.03** The Employer shall have the right to reject any  
27 applicant for employment.

28  
29 **Section 6.04** The Union shall select and refer applicants for  
30 employment without discrimination against such applicants by reason of  
31 membership or non-membership in the Union and such selection and referral  
32 shall not be affected in any way by rules, regulations, by-laws, constitutional  
33 provisions or any other aspect or obligation of Union membership policies or  
34 requirements. All such selection and referral shall be in accord with the  
35 following procedure.

36  
37 **Section 6.05** The Union shall maintain a register of applicants for  
38 employment established on the basis of the Groups listed below. Each

1 applicant for employment shall be registered in the highest priority Group  
2 for which he qualifies.

3  
4  
5 **JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN**  
6

7 **GROUP I** All applicants for employment who have four or more  
8 years' experience in the trade, are residents of the  
9 geographical area constituting the normal construction  
10 labor market, have passed a Journeyman Wireman's  
11 examination given by a duly constituted Inside  
12 Construction Local Union of the IBEW or have been  
13 certified as a Journeyman Wireman by any Inside Joint  
14 Apprenticeship and Training Committee, and, who have  
15 been employed in the trade for a period of at least one  
16 year in the last four years in the geographical area  
17 covered by the Collective Bargaining Agreement.  
18

19 **GROUP II** All applicants for employment who have four (4) or more  
20 years experience in the trade and who have passed a  
21 Journeyman Wireman's Examination given by a duly  
22 constituted Inside Construction Local Union of the IBEW  
23 or have been certified as a Journeyman Wireman by any  
24 Inside Joint Apprenticeship and Training Committee.  
25

26 **GROUP III** All applicants for employment who have two (2) or more  
27 years' experience in the trade, are residents of the  
28 geographical area constituting the normal construction  
29 labor market, and who have been employed for at least  
30 six (6) months in the last three (3) years in the  
31 geographical area covered by the Collective Bargaining  
32 Agreement.  
33

34 **GROUP IV** All applicants for employment who have worked at the  
35 trade for more than one (1) year.  
36

37 **Section 6.06** If the registration list is exhausted and the Local Union is  
38 unable to refer applicants for employment to the Employer within forty-eight  
39 (48) hours from the time of receiving the Employer's request, Saturdays,

1 Sundays and Holidays excepted, the Employer shall be free to secure  
2 applicants without using the Referral Procedure, but such applicants, if  
3 hired, shall have the status of "temporary employees."  
4

5 **Section 6.07** The Employer shall notify the Business Manager  
6 promptly of the names and Social Security numbers of such "temporary  
7 employees" and shall replace such "temporary employees" as soon as  
8 registered applicants for employment are available under the Referral  
9 Procedure.

#### 10 11 SANTA CLARA COUNTY

12 **Section 6.08** (a) "Normal construction labor market" is defined  
13 to mean the following geographical area plus the commuting distance (30 air  
14 miles from the County line) adjacent thereto, which includes the area from  
15 which the normal labor supply is secured.

16  
17 (b) The above geographical area is agreed upon by the  
18 parties to include the areas defined by the Secretary of Labor to be the  
19 appropriate prevailing wage areas under the Davis-Bacon Act to which this  
20 Agreement applies.

21  
22 (c) "**Resident**" means a person who has maintained  
23 his permanent home in the above defined geographical area for a period of  
24 not less than one (1) year or who, having had a permanent home in this area,  
25 has temporarily left with the intention of returning to this area as his  
26 permanent home.

#### 27 EXAMINATIONS

28 **Section 6.09** An "Examination" shall include experience rating tests if  
29 such examination shall have been given prior to the date of this procedure,  
30 but from and after the date of this procedure, shall include only written  
31 and/or practical examinations given by a duly constituted Inside  
32 Construction Local Union of the IBEW Reasonable intervals of time for  
33 examinations are specified as ninety (90) days. An applicant shall be eligible  
34 for examination if he has four (4) years' experience in the trade.

35  
36 **Section 6.10** The Union shall maintain an "Out-of-Work List" which  
37 shall list the applicants within each Group in chronological order of the dates  
38 they register their availability for employment.  
39

## SHORT CALL

1  
2 **Section 6.11** An applicant who is hired and who receives, through no  
3 fault of his own, work of forty (40) hours or less shall, upon re-registration,  
4 be restored to his appropriate place within his Group.

5  
6 **Section 6.12** Employers shall advise the Business Manager of the  
7 Local Union of the number of applicants needed. The Business Manager  
8 shall refer applicants to the Employer by first referring applicants in GROUP  
9 I, in order of their place on the "Out-of-Work List" and then referring  
10 applicants in the same manner successively from the "Out-of-Work List" in  
11 GROUP II, then GROUP III, and then GROUP IV. Any applicant who is  
12 rejected by the Employer shall be returned to his appropriate place within his  
13 GROUP and shall be referred to other employment in accordance with the  
14 position of his GROUP and his place within his GROUP.

15  
16 **Section 6.13** The only exceptions which shall be allowed in this order  
17 of referral are as follows:

18  
19 (a) When the Employer states bona fide requirements  
20 for special skills and abilities in his request for applicants, the Business  
21 Manager shall refer the first applicant on the register possessing such skills  
22 and abilities.

23  
24 (b) The age ratio clause in the Agreement calls for the  
25 employment of an additional employee or employees on the basis of age.  
26 Therefore, the Business Manager shall refer the first applicant on the  
27 register satisfying the applicable age requirements provided, however, that  
28 all names in higher priority Groups, if any, shall first be exhausted before  
29 such overage reference can be made.

## REFERRAL APPEALS COMMITTEE

30  
31  
32 **Section 6.14** (a) An Appeals Committee is hereby established  
33 composed of one (1) member appointed by the Union, one (1) member  
34 appointed by the Employer or by the Association, as the case may be, and a  
35 Public Member appointed by both of these members.

36  
37 (b) An applicant who is discharged for cause two (2)  
38 times within a 12-month period shall be referred to the neutral member of  
39 the Appeals Committee for a determination as to the applicant's continued

1 eligibility for referral. The neutral member of the Appeals Committee shall,  
2 within three (3) business days, review the qualifications of the applicant and  
3 the reasons for the discharges. The neutral member of the Appeals  
4 Committee may, in his or her sole discretion: (1) require the applicant to  
5 obtain further training from the JATC before again being eligible for  
6 referral; (2) disqualify the applicant for referral for a period of four (4)  
7 weeks, or longer, depending on the seriousness of the conduct and/or  
8 repetitive nature of the conduct; (3) refer the applicant to an employee  
9 assistance program, if available, for evaluation and recommended action; or  
10 (4) restore the applicant to his/her appropriate place on the referral list.

11

12 (c) It shall be the function of the Appeals Committee  
13 to consider any complaint of any employee or applicant for employment  
14 arising out of the administration by the Local Union of Sections 6.04  
15 through 6.15 of the Agreement. The Appeals Committee shall have the  
16 power to make a final and binding decision on any such complaint which  
17 shall be complied with by the Local Union. The Appeals Committee is  
18 authorized to issue procedural rules for the conduct of its business but it is  
19 not authorized to add to, subtract from, or modify any of the provisions of  
20 this Agreement and its decisions shall be in accord with this Agreement.

21

22 **Section 6.15** A representative of the Employer or of the Association, as  
23 the case may be, designated to the Union in writing, shall be permitted to  
24 inspect the Referral Procedure records at any time during normal business  
25 hours.

26

27 **Section 6.16** A copy of the Referral Procedure set forth in this  
28 Agreement shall be posted on the Bulletin Board in the offices of the Local  
29 Union and in the office of the Employers who are parties to this Agreement.

30

31 **Section 6.17** Apprentices shall be hired and transferred in accordance  
32 with the Apprenticeship provisions of the Agreement between the parties.

33

34



1 hour worked for each employee working under the terms of this Agreement  
2 to the Health and Welfare Trust so established for the benefits of such  
3 employees. **Current contribution rate is found on the wage pages.**  
4

5 The Trust, jointly established and administered, shall operate in compliance  
6 with Federal and State regulations governing Health & Welfare. The terms  
7 of said Trust Agreement are incorporated herein by reference and are as  
8 effective as if fully set forth herein.  
9

### 10 PENSION CATEGORIES

11 **Section 8.03** (a) Effective February 27, 1990, there shall be four (4)  
12 pension categories under this Agreement. Category is based upon industry  
13 seniority under the Collective Bargaining Agreement, and the attainment of  
14 advanced levels of experience at the trade. The terms and conditions of this  
15 Agreement shall be applied in accordance with attained category.  
16

17 Category 4 (White) shall consist of all apprentices and journeymen wiremen  
18 and technicians who have worked at the trade for one (1) year or less.  
19

20 Category 3 (Green) shall consist of journeymen wireman and journeymen  
21 technicians who have worked at the trade for more than one (1) year.  
22

23 Category 2 (Yellow) shall consist of journeymen wiremen and journeymen  
24 technicians who have three (3) or more years' experience in the trade.  
25

26 Category 1 (Blue) shall consist of journeymen wiremen and journeymen  
27 technicians who have five (5) or more years' experience in the trade.  
28

29 **Overtime wage for employees in all categories shall be computed at the**  
30 **White wage rate.**  
31

32 (b) Effective June 1, 2008 every Employer shall  
33 contribute the sum of Eight Dollars and Thirty-Five cents (\$8.35) per hour  
34 for each hour worked for each employee working under the terms of this  
35 Agreement \*\* to the Local Union #332 Pension Trust so established for the  
36 benefit of such employees.  
37  
38



1 **Current contribution rates are found on the wage pages.**

2

3           Category 1 (Blue)           \$14.35

4           Category 2 (Yellow)       \$12.35

5           Category 3 (Green)         \$10.35

6           Category 4 (White)         \$ 8.35

7

8 Such benefits shall be paid monthly into the Trust Fund. Future changes in  
9 the pension Plan shall be either deducted from or added to (in the event of  
10 elimination of a benefit), the basic employee wage.

11

12 \*\* With the exception of Probationary Apprentices.

13

1 Effective June 1, 2008

2

Category Wage H & W \* Pension NEBF AMF Total JATC JEIF

**Journeyman**

**Wireman**

<b>Blue</b>	41.57	8.98	14.35	1.427	0.238	66.57	0.85	0.14
<b>Yellow</b>	43.57	8.98	12.35	1.427	0.238	66.57	0.85	0.14
<b>Green</b>	45.57	8.98	10.35	1.427	0.238	66.57	0.85	0.14
<b>White</b>	47.57	8.98	8.35	1.427	0.238	66.57	0.85	0.14

**Foreman**

<b>Blue</b>	48.71	8.98	14.35	1.641	0.274	73.96	0.85	0.14
<b>Yellow</b>	50.71	8.98	12.35	1.641	0.274	73.96	0.85	0.14
<b>Green</b>	52.71	8.98	10.35	1.641	0.274	73.96	0.85	0.14
<b>White</b>	54.71	8.98	8.35	1.641	0.274	73.96	0.85	0.14

**General Foreman**

<b>Blue</b>	55.84	8.98	14.35	1.855	0.309	81.33	0.85	0.14
<b>Yellow</b>	57.84	8.98	12.35	1.855	0.309	81.33	0.85	0.14
<b>Green</b>	59.84	8.98	10.35	1.855	0.309	81.33	0.85	0.14
<b>White</b>	61.84	8.98	8.35	1.855	0.309	81.33	0.85	0.14

**Cable Splicer**

<b>Blue</b>	48.71	8.98	14.35	1.641	0.274	73.96	0.85	0.14
<b>Yellow</b>	50.71	8.98	12.35	1.641	0.274	73.96	0.85	0.14
<b>Green</b>	52.71	8.98	10.35	1.641	0.274	73.96	0.85	0.14
<b>White</b>	54.71	8.98	8.35	1.641	0.274	73.96	0.85	0.14

**Journeyman**

**Technician**

<b>Blue</b>	41.57	8.98	14.35	1.427	0.238	66.57	0.85	0.14
<b>Yellow</b>	43.57	8.98	12.35	1.427	0.238	66.57	0.85	0.14
<b>Green</b>	45.57	8.98	10.35	1.427	0.238	66.57	0.85	0.14
<b>White</b>	47.57	8.98	8.35	1.427	0.238	66.57	0.85	0.14

3

4 Taxes owed such as Social Security, etc. will be calculated at the reduced  
5 wage rate selected by the Employee. Overtime, overtime shift rates, dues,  
6 NEBF and NECA shall be computed at the White wage rate.

7

8 \*7% Union dues must be computed on gross wages before any wage  
9 reduction.

10

1 Effective December 1, 2008

2

**Category      Wage   H & W \* Pension   NEBF   AMF   Total   JATC   JEIF**

**Journeyman**

**Wireman**

<b>Blue</b>	41.57	9.73	14.60	1.427	0.238	67.57	0.85	0.14
<b>Yellow</b>	43.57	9.73	12.60	1.427	0.238	67.57	0.85	0.14
<b>Green</b>	45.57	9.73	10.60	1.427	0.238	67.57	0.85	0.14
<b>White</b>	47.57	9.73	8.60	1.427	0.238	67.57	0.85	0.14

**Foreman**

<b>Blue</b>	48.71	9.73	14.60	1.641	0.274	74.96	0.85	0.14
<b>Yellow</b>	50.71	9.73	12.60	1.641	0.274	74.96	0.85	0.14
<b>Green</b>	52.71	9.73	10.60	1.641	0.274	74.96	0.85	0.14
<b>White</b>	54.71	9.73	8.60	1.641	0.274	74.96	0.85	0.14

**General Foreman**

<b>Blue</b>	55.84	9.73	14.60	1.855	0.309	82.33	0.85	0.14
<b>Yellow</b>	57.84	9.73	12.60	1.855	0.309	82.33	0.85	0.14
<b>Green</b>	59.84	9.73	10.60	1.855	0.309	82.33	0.85	0.14
<b>White</b>	61.84	9.73	8.60	1.855	0.309	82.33	0.85	0.14

**Cable Splicer**

<b>Blue</b>	48.71	9.73	14.60	1.641	0.274	74.96	0.85	0.14
<b>Yellow</b>	50.71	9.73	12.60	1.641	0.274	74.96	0.85	0.14
<b>Green</b>	52.71	9.73	10.60	1.641	0.274	74.96	0.85	0.14
<b>White</b>	54.71	9.73	8.60	1.641	0.274	74.96	0.85	0.14

**Journeyman**

**Technician**

<b>Blue</b>	41.57	9.73	14.60	1.427	0.238	67.57	0.85	0.14
<b>Yellow</b>	43.57	9.73	12.60	1.427	0.238	67.57	0.85	0.14
<b>Green</b>	45.57	9.73	10.60	1.427	0.238	67.57	0.85	0.14
<b>White</b>	47.57	9.73	8.60	1.427	0.238	67.57	0.85	0.14

3

4 Taxes owed such as Social Security, etc. will be calculated at the reduced  
5 wage rate selected by the Employee. Overtime, overtime shift rates, dues,  
6 NEBF and NECA shall be computed at the White wage rate.

7

8 \*7% Union dues must be computed on gross wages before any wage  
9 reduction.

10

1 The Pension Trust, jointly established and administered, shall operate in  
2 compliance with Federal and State regulations governing Pension Plans.  
3 The terms of said Trust Agreement are incorporated herein by reference and  
4 are as effective as if fully set forth herein.

5  
6 **JOINT ELECTRICAL INDUSTRY FUND - (JEIF)**  
7 **Labor-Management Cooperation Committee – (LMCC)**

8 **Section 8.04** The parties agree to participate in a Labor-Management  
9 Cooperation Fund, under authority of Section 6(b) of the Labor  
10 Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section  
11 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9).  
12 The purposes of this Fund include the following:

- 13  
14 1. To improve communications between  
15 representatives of Labor and Management;  
16  
17 2. To provide workers and employers with  
18 opportunities to study and explore new and  
19 innovative joint approaches to achieving  
20 organizational effectiveness;  
21  
22 3. To assist workers and employers in solving  
23 problems of mutual concern not susceptible to  
24 resolution within the collective bargaining  
25 process;  
26  
27 4. To study and explore ways of eliminating  
28 potential problems which reduce the  
29 competitiveness and inhibit the economic  
30 development of the electrical construction  
31 industry;  
32  
33 5. To sponsor programs which improve job  
34 security, enhance economic and community  
35 development, and promote the general welfare of  
36 the community and industry;  
37  
38 6. To engage in research and development  
39 programs concerning various aspects of the  
40 industry, including, but not limited to, new  
41 technologies, occupational safety and health,

1 labor relations, and new methods of improved  
2 production;  
3

4 7. To engage in public education and other  
5 programs to expand the economic development  
6 of the electrical construction industry;  
7

8 8. To enhance the involvement of workers in  
9 making decisions that affect their working lives;  
10 and,  
11

12 9. To engage in any other lawful activities  
13 incidental or related to the accomplishment of  
14 these purposes and goals.  
15

16 The Fund shall function in accordance with, and as provided in, its  
17 Agreement and Declaration of Trust and any amendments thereto and any  
18 other of its governing documents. Each Employer hereby accepts, agrees to  
19 be bound by, and shall be entitled to participate in the LMCC, as provided  
20 in said Agreement and Declaration of Trust.  
21

22 Each Employer shall contribute the sum of six cents (\$.06) per hour.  
23 Payment shall be forwarded monthly, in a form and manner prescribed by  
24 the Trustees, no later than fifteen (15) calendar days following the last day  
25 of the month in which the labor was performed. The Santa Clara Valley  
26 Chapter, NECA, or its designee, shall be the collection agent for this Fund.  
27

28 If an Employer fails to make the required contributions to the Fund, the  
29 Trustees shall have the right to take whatever steps are necessary to secure  
30 compliance. In the event the Employer is in default, the Employer shall be  
31 liable for a sum equal to 15% of the delinquent payment, but not less than  
32 the sum of twenty dollars (\$20.00), for each month payment of contributions  
33 is delinquent to the Fund, such amount being liquidated damages, and not a  
34 penalty, reflecting the reasonable damages incurred by the Fund due to the  
35 delinquency of the payments. Such amount shall be added to and become a  
36 part of the contributions due and payable, and the whole amount due shall  
37 bear interest at the rate of ten percent (10%) per annum until paid. The  
38 Employer shall also be liable for all costs of collecting the payment together  
39 with attorneys' fees.  
40

## **ADMINISTRATIVE MAINTENANCE FUND – (AMF)**

1                   **Section 8.05**       Effective January 1998 transmittal period, which starts  
2                   on December 29, 1997, all Employers signatory to this labor Agreement  
3                   with the Santa Clara Valley Chapter, NECA designated as their collective  
4                   bargaining agent shall contribute one half of one percent (.5%) per hour for  
5                   each hour worked by each employee covered by this Labor Agreement to  
6                   the Administrative Maintenance Fund. The monies are for the purpose of  
7                   administration of the Collective Bargaining Agreement, grievance handling,  
8                   and all other management duties and responsibilities in this Agreement. The  
9                   fund is to be administered solely by the Employers. The Administrative  
10                  Maintenance Fund contribution shall be submitted with all other fringe  
11                  benefits covered in the Labor Agreement by the 15th of the month and shall  
12                  be bound to the same delinquency requirements under this Labor  
13                  Agreement. The enforcement for delinquent payments to the fund shall be  
14                  the sole responsibility of the fund or the Employers and not the Local  
15                  Union. The fund may not be used in any manner detrimental to the Local  
16                  Union or the IBEW.

17  
18  
19                  **Section 8.06**       It shall not be considered a violation of this  
20                  Agreement for the Local Union to remove employees from a job and/or  
21                  shop of a signatory firm who is delinquent in fringe payments to the  
22                  various trusts for a period of fifteen (15) days. After the Union serves  
23                  such contractor with a seventy-two (72) hour notice of their intention to take  
24                  removal action, the seventy-two (72) hour notice shall be by certified mail.  
25                  Weekends and holidays shall not be included in establishing the seventy-  
26                  two (72) hours.

## **PAYROLL AND FRINGE BENEFITS GUARANTEE TRUST FUND**

27  
28  
29                  **Section 8.07**       Each electrical contractor employing workmen under the  
30                  terms of this Agreement shall deposit Three Hundred Dollars (\$300.00),  
31                  free of interest, for a payroll and fringe benefits guarantee up to Twenty  
32                  Thousand Dollars (\$20,000.00) of payroll, but not over the amount, with the  
33                  Trustees who shall function under a Trust Agreement to be agreed upon  
34                  between the parties. If at any time the interest accrued in the Payroll and  
35                  Fringe Benefits Guarantee Trust Fund is depleted, each signatory contractor  
36                  shall make an additional deposit into such fund of any amount up to Three  
37                  Hundred Dollars (\$300.00), making a total of Six Hundred dollars (\$600.00)  
38

1 maximum. Notice of such additional deposit shall be by the Joint Labor-  
2 Management Committee.

3  
4 Net payroll checks shall be paid by the Electrical Industry Payroll and  
5 Fringe Benefits guarantee Trust Agreement to be agreed upon between the  
6 parties. Net payroll checks shall be paid by the Electrical Industry Payroll  
7 and Fringe Benefits Guarantee Trust Fund in a total amount not to exceed  
8 Three Thousand Dollars (\$3,000.00) maximum per employee.

9  
10 The parties to this Agreement reserve the right to demand a payroll bond if  
11 special conditions exist that warrant the need for such a bond. The amount  
12 of the payroll bond will be set by the Business Manager and Chapter  
13 Manager.

14  
15 This payroll and fringe benefits deposit is in no respect a bond covering the  
16 contractor's payroll and fringe benefits obligations, but only an emergency  
17 fund to relieve employees' financial strain caused by issuing of bad checks  
18 or failure of contractors to meet payroll, or failure of contractors to make  
19 fringe benefit contributions as provided in this Agreement. If the contractor  
20 defaults in the foregoing, his liability shall be as set forth in the Trust  
21 Agreement but shall, in any event, include the following:

- 22  
23 1. The contractor shall be liable for cost of enforcing  
24 collection, including but not limited to court costs,  
25 attorney fees, loss of earnings of an employee not paid,  
26 fringe benefits lost to an employee and any other  
27 expenses as determined by the Trustees to be the fault of  
28 such delinquent contractor.
- 29  
30 2. The trustees are authorized to institute whatever federal  
31 or state, civil or criminal actions as are necessary to  
32 enforce collection. Upon collection of defaulted payroll,  
33 or a bad check, employees must reimburse the Payroll  
34 and Fringe Benefits Guarantee Trust Fund. Employees  
35 shall cooperate in every manner in regard to the  
36 collection of defaulted payroll, as requested by the  
37 trustees.
- 38

1 3. The contractor must, within five (5) calendar days after  
2 notice from the Business Manager of Local Union 332,  
3 IBEW, make good any defaulted wages to his/her  
4 employees. Failure to do so shall subject the contractor  
5 to immediate cancellation of his/her Agreement with  
6 Local Union No.332, IBEW.

7  
8 4. On the first default of payroll payments and/or fringe  
9 benefit payments the defaulting contractor shall, upon  
10 notice from the Trustees, furnish a surety or cash bond in  
11 the amount of Twenty Thousand Dollars (\$20,000.00) as  
12 guarantee that wage payments and fringe benefit  
13 payments will be regularly made. On the second default  
14 of payroll and/or fringe benefit payments, the defaulting  
15 contractor shall furnish a bond in an amount to be set by  
16 the Trustees using the following formula:

17  
18 Four (4) times the weekly wages and fringe  
19 benefits for all of said signatory contractors  
20 employees covered by this Agreement for previous  
21 twelve (12) month period.

22  
23 However, the amount of bond required in this  
24 instance shall not be less than Twenty Thousand  
25 Dollars (\$20,000.00). Failure to furnish the above-  
26 referred-to bond shall constitute cause for  
27 immediate cancellation of the Collective  
28 Bargaining Agreement at the option of the Local  
29 Union and the processing of all legal procedures  
30 necessary to enforce collection of defaulted  
31 amount, plus collection costs and interest  
32 involved. It shall not be a violation of this  
33 Agreement for the Union to refuse to permit  
34 persons covered by this Agreement to work on  
35 said job or project until all such wages and/or  
36 fringe benefits have been paid.

37  
38 5. Whenever a contract for a job that has been partially  
39 completed by another contractor he shall notify the Local



1 Union in writing, before starting work. On any job or  
 2 project which has been partially completed by one  
 3 contractor and work there-on has stopped because of the  
 4 failure of the contractor to meet his current obligations  
 5 and money is due and payable to employees as wages  
 6 and has not been paid, and/or money is due and payable  
 7 to existing fringe benefit funds and has not been paid, it  
 8 shall not be a violation of this Agreement for the Union  
 9 to refuse to permit persons covered by this Agreement to  
 10 work on said job or project until all such wages and  
 11 fringe benefits have been paid.  
 12

- 13 6. It is understood and agreed that this Payroll and Fringe  
 14 Benefits Guarantee Trust Fund is considered a joint fund  
 15 covering the workmen working under the Inside  
 16 Agreement.  
 17

#### 18 **DEFAULTED PAY PROVISION**

19 Any and all disputes, claims, or grievances relating to defaulted wage  
 20 payments must be filed with the Local Union and NECA Chapter office  
 21 within seven (7) calendar days after the regular payroll period in question.  
 22 In the case of non-negotiable payroll checks, the time requirement shall be  
 23 within twenty-four (24) hours of the employee receiving the bad check  
 24 notice.  
 25  
 26

#### 27 **ARTICLE IX** 28 **SEPARABILITY CLAUSE** 29

30 Should any provision of this Agreement be declared illegal by any court of  
 31 competent jurisdiction, such provisions shall immediately become null and  
 32 void, leaving the remainder of the Agreement in full force and effect and the  
 33 parties shall, thereupon, seek to negotiate substitute provisions which are in  
 34 conformity with the applicable laws.  
 35

36 (Both parties agree if we are unable to negotiate new language, it will be  
 37 referred back to the grievance procedure contained in the Agreement).  
 38  
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## ARTICLE X SUBSTANCE ABUSE

4 The dangers and costs that alcohol and other chemical abuses can create in  
5 the electrical contracting industry in terms of safety and productivity are  
6 significant. The parties to this Agreement resolve to combat chemical abuse  
7 in any form and agree that, to be effective, programs to eliminate substance  
8 abuse and impairment should contain a strong rehabilitation component.  
9 The local parties recognize that the implementation of a drug and alcohol  
10 policy and program must be subject to all applicable federal, state, and local  
11 laws and regulations. Such policies and programs must also be administered  
12 in accordance with accepted scientific principles, and must incorporate  
13 procedural safeguards to ensure fairness in application and protection of  
14 legitimate interests of privacy and confidentiality. To provide a drug-free  
15 workforce for the Electrical Construction Industry, each IBEW local union  
16 and NECA chapter shall implement an area-wide Substance Abuse Testing  
17 Policy. The policy shall include minimum standards as required by the  
18 IBEW and NECA. Should any of the required minimum standards fail to  
19 comply with federal, state, and/or local laws and regulations, they shall be  
20 modified by the local union and chapter to meet the requirements of those  
21 laws and regulations.

24  
25  
26

## ARTICLE XI EQUAL EMPLOYMENT OPPORTUNITY COMMISSION – (EEOC)

27 It is the stated policy of the parties to this Agreement to provide equal  
28 employment opportunities to all persons as their rights are set forth under  
29 State and Federal Law, and to correct all violations thereof (Grievances or  
30 Charges).

31  
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36

## ARTICLE XII NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE – (NLMCC)

37 Section 12.01 The parties agree to participate in the NECA-IBEW  
38 National Labor-Management Cooperation Fund, under authority of Section  
39 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C., 175(a)

1 and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C.,  
2 186(c)(9). The purposes of this Fund include the following:

- 3
- 4 (1) To improve communication between representatives  
5 of labor and management;  
6
- 7 (2) To provide workers and employers with opportunities  
8 to study and explore new and innovative joint  
9 approaches to achieving organization effectiveness;  
10
- 11 (3) To assist workers and employers in solving problems  
12 of mutual concern not susceptible to resolution within  
13 the collective bargaining process;  
14
- 15 (4) To study and explore ways of eliminating potential  
16 problems which reduce the competitiveness and  
17 inhibit the economic development of the electrical  
18 construction industry;  
19
- 20 (5) To sponsor programs which improve job security,  
21 enhance economic and community development, and  
22 promote the general welfare of the community and the  
23 industry;  
24
- 25 (6) To encourage and support the initiation and operation  
26 of similarly constituted local labor-management  
27 cooperation committees;  
28
- 29 (7) To engage in research and development programs  
30 concerning various aspects of the industry, including,  
31 but not limited to, new technologies, occupational  
32 safety and health, labor relations, and new methods of  
33 improved production;  
34
- 35 (8) To engage in public education and other programs to  
36 expand the economic development of the electrical  
37 construction industry;  
38
- 39 (9) To enhance the involvement of workers in making  
40 decisions that affect their working lives; and  
41

- 1 (10) To engage in any other lawful activities incidental or  
2 related to the accomplishment of these purposes and  
3 goals.  
4

5 **Section 12.02** The funds shall function in accordance with, and as  
6 provided in, its' Agreement and Declaration of Trust, and any amendments  
7 thereto and any other of its governing documents. Each Employer hereby  
8 accepts, agrees to be bound by, and shall be entitled to participate in the  
9 NLMCC, as provided in said Agreement and Declaration of Trust.  
10

11 **Section 12.03** Each Employer shall contribute one (1) cent per hour  
12 worked under this Agreement up to a maximum of 150,000 hours per year.  
13 Payment shall be forwarded monthly, in a form and manner prescribed by  
14 the Trustees, no later than fifteen (15) calendar days following the last day  
15 of the month in which the labor was performed. The Santa Clara Valley  
16 Chapter, NECA, or its designee, shall be the collection agent for this Fund.  
17

18 **Section 12.04** If an Employer fails to make the required contributions  
19 to the Fund, the Trustees shall have the right to take whatever steps are  
20 necessary to secure compliance. In the event the Employer is in default, the  
21 Employer shall be liable for a sum equal to 15% of the delinquent payment,  
22 but not less than the sum of twenty dollars (\$20.00), for each month  
23 payment of contributions is delinquent to the Fund, such amount being  
24 liquidated damages, and not a penalty, reflecting the reasonable damages  
25 incurred by the Fund due to the delinquency of the payments. Such amount  
26 shall be added to and become a part of the contributions due and payable,  
27 and the whole amount due shall bear interest at the rate of ten percent (10%)  
28 per annum until paid. The Employer shall also be liable for all costs of  
29 collecting the payment together with attorneys' fees.  
30

### 31 **CODE OF EXCELLENCE**

32 **Section 12.05** The parties to this Agreement recognize that to meet the  
33 needs of our customers, both Employer and Employee must meet the highest  
34 levels of performance, professionalism, and productivity. The Code of  
35 Excellence has proven to be a vital element in meeting the customers'  
36 expectations. Therefore, each IBEW Local Union and NECA Chapter shall  
37 implement a Code of Excellence Program. The program shall include  
38 minimum standards as designed by the IBEW and NECA.  
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**FOR THE NATIONAL ELECTRICAL  
CONTRACTORS ASSOCIATION,  
SANTA CLARA VALLEY CHAPTER**

**William T. Barrow  
Chapter Manager**

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**FOR THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL #332**

**Robert V. Tragni  
Business Manager**

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**NATIONAL ELEVATOR BARGAINING ASSOCIATION AGREEMENT**  
**WITH**  
**INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS**

**July 9, 2007 to July 8, 2012**

Whenever any words are used in this Agreement in the masculine gender they shall be construed as though they are also used in the feminine gender or neuter gender in all situations where they would so apply.

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## ARTICLE I

### Parties to the Agreement

This Agreement, made by and between the National Elevator Bargaining Association (hereinafter referred to as "NEBA") and the INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS (hereinafter referred to as "IUEC" or the "Union"), for the purpose of establishing harmonious relations and facilitating peaceful adjustment of wage schedules and working conditions. The INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS makes this Agreement for and on behalf of its affiliated local unions and a list of the local unions for which the International negotiates and executes this Agreement is attached hereto and made a part hereof. NEBA makes this Agreement for and on behalf of its employer members (hereinafter referred to individually as the "Company" or the "Employer"), and a list of the Employers for which NEBA negotiates and executes this Agreement is attached hereto and made a part hereof.

## ARTICLE II

### Recognition Clause

**Par. 1** The Union claims and the Employer acknowledges and agrees that the Union has supplied proof that a majority of its Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices have authorized the Union to represent them in collective bargaining with the Employer.

The Employer recognizes the Union as the exclusive Section 9(a) bargaining representative for all Elevator Constructor Mechanics and Elevator Constructor Helpers and Elevator Constructor Apprentices (hereinafter referred to sometimes as "Mechanics, Helpers and Apprentices") in the employ of the Employers engaged in the installation, repair, modernization, maintenance and servicing of all equipment referred to in Article IV, Par. 2 and Article IV (A).

**Par. 2** The Union recognizes that it is the responsibility of the Company in the interest of the purchaser, the Company and its employees to maintain the highest degree of operating efficiency and to continue technical development to obtain better quality, reliability, and cost of its product provided, however, that this provision is not intended to affect the work jurisdiction specified in Article IV and other Articles of the Agreement.



## ARTICLE III

### Membership Requirements

**Par. 1** All Mechanics, Helpers and Apprentices covered by this Agreement shall, as a condition of employment obtain and maintain membership in a local union of the International Union of Elevator Constructors on and after the thirtieth (30th) day following the beginning of their employment or the date this Article becomes effective, whichever is later.

**Par. 2** The Company shall be obligated under this Article, after it becomes effective as above provided, to terminate the employment of any employee who fails to obtain or maintain membership in a local union as required by this Article, upon receipt of a written request for such termination from his local union: except that the Company shall have the right to refuse such request if it has reasonable grounds for believing (1) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or (2) that membership has been denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

**Par. 3** Employees working in any state which prohibits the execution or application of Agreements requiring membership in a labor organization as a condition of employment have the right to join or refrain from joining the International Union of Elevator Constructors. Employees who decide not to join the Union, however, and who are covered by this Agreement shall, as a condition of employment, be required to pay a monthly service fee to the Union. The service fee shall be the employees' prorata share of costs of collective bargaining and the handling of grievances and arbitrations. The service fee shall not include any prorata share of costs of items other than collective bargaining and handling of grievances and arbitrations, and under no circumstances will the service fee be used by the Union for any purpose other than to meet the expenses of collective bargaining and handling of grievances and arbitrations.

On and after the thirtieth (30th) day following the date of this Agreement or on and after the thirtieth (30th) day following the date of commencement of employment by an employee, whichever is later, regular tendering of the service fee shall be a condition of employment, subject to the rights of employees and obligations of parties under the law.

Service fees shall be payable on or before the first day of each month.

**Par. 4** All of the provisions of this Article shall be effective to the extent permitted by applicable law.

## ARTICLE IV

### Work Jurisdiction

**Par. 1** It is agreed by the parties to this Agreement that all work specified in Article IV shall be performed exclusively by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices in the employ of the Company.

**Par. 2**

(a) The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a fork lift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Paragraph 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field by Elevator Constructor Mechanics, Helpers and Apprentices either before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory.

The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators shall be performed by Elevator Constructor Mechanics, Helpers and Apprentices.

(d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.

(e) The erecting of all guide rails.

(f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.

(g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.

(h) The setting of all templates.

(i) All foundations, either of wood or metal, that should take the place of masonry.

(j) The assembly of all cabs complete.

(k) The installation of all indicators.

(l) The erecting of all electrical or mechanical automatic or semi - automatic gates complete.

(m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.

(n) The installation of all devices for opening and closing, and locking of elevator car and hoistway doors and gates.

(o) The drilling of doors for mounting of closing devices.

(p) The drilling of angle supports for mounting of closing devices except one template hole.

(q) The drilling of sills for sill trips.

(r) The operating of temporary cars.

(s) The setting of all elevator pressure open or pit tanks.

(t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.

(u) All air cushions with the exception of those built of brick or those put together with hot rivets.

(v) Landing door entrances.

### **Par. 3**

(a) Nothing contained in Article IV shall preclude the Company from preassembling and prefabricating the following:

(1) Temporary elevators

A temporary elevator is defined as a nonpermanent elevator installed prior to or during construction work inside or outside buildings. The assembly, disassembly and moving of temporary elevators from job to job or area to area may be accomplished in the most economical fashion provided, however, whatever work is required to be performed at the job site in connection therewith shall be performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices.

(2) Residence elevators

Residence elevators shall mean elevators installed solely for use in a single family residence and not for general public use. Single family residences may be part of a multi-unit structure.

(3) Dumbwaiters

(4) Dock elevators

(5) Parking garage elevators (such as Bowser, Pigeon Hole or similar types of elevators)

(6) Apartment House elevators

Apartment house elevators shall mean an elevator installed in a multi - unit, multifamily structure, (excluding condominiums) but not to exceed three (3) stories in height (i.e. 36 ft.) and the elevator shall not make more than three (3) stops nor exceed a capacity of 2500 lbs.

(7) Preassembled plug connectors may be used to interconnect the solid state components of the elevator systems (solid state to solid state only), and to connect any component in and on the car (excluding traveling cable).

When the use of fiber optics is applied to the elevator system, preassembled plugs/coupling devices may be used to maintain the integrity of the connection(s).

It is understood and agreed that the connecting and/or coupling of devices will be done by the Elevator Constructor whether accomplished by external wiring or preassembled plug connectors as provided in this Paragraph.

(8) Limited Use/Limited Access Elevators which shall mean elevators described under the scope of Limited Use/Limited Access Elevators as defined in A.S.M.E. A17.1.

Incline stairway chair lifts and incline and vertical wheelchair lifts shall mean lifts described under the scope of A.S.M.E. A17.1.

Limited Use/Limited Access Elevators, incline stairway chair lifts, inclined and vertical wheelchair lifts, and residence elevators may be installed in the most economical fashion, provided there is no factor of safety involved. Whatever work is required to be performed at the job site in connection therewith shall be performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices.

(9) Landing door entrance assemblies which will be limited to struts, sills, headers, frames and associated hardware for installation purposes: door header including tracks, hangers, and all relating devices (adjusting and aligning to be done in the field).

(10) Car-top inspection station which may only include pre-wired service light, gate switch, alarm device and inspection station.

(a) Pre-wired canopies with lights and fans.

**Par. 3** (b) It is understood and agreed that the preassembly and/or prefabrication of electric walks, Trav-o-lators, speed ramps or similar type of moving walks, (limited to 15° incline per ANSI Code), shall include the following:

(1) Truss sections with drive units, machines, handrail drive sheaves and drive chains installed and aligned.

(2) Truss sections with tracks installed and aligned.

(3) Balustrade brackets may be shipped attached but not aligned.

(4) Setting of all controllers and all wiring and conduit from controllers.

Work to be done in the field shall include setting and aligning of truss sections and supports, installation of pallets (platforms and belting), handrails, handrail idler sheaves, centering guides, combplates, balustrades and trim.

**Par. 4**

(a) It is agreed that when sinking, drilling, boring or digging cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, the Company shall employ Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices.

(b) On any job where the Company subcontracts the sinking, drilling, boring or digging of cylinder wells for hydraulic lifts, hydraulic elevators or screw lifts, one Elevator Constructor Mechanic shall be employed by the Company to supervise and assist in any and/or all work related to sinking, drilling, boring or digging of the cylinder well including the installation of the casing whether its sections be welded, screwed or riveted or by any other method joined.

(c) It is agreed that the work performed by the subcontractor shall be strictly limited to work in connection with the digging of the hole and the installation of the casing. It is understood that the Company will have the preceding sentence inserted in his contract with the subcontractor.

(d) The Company shall have the Elevator Constructor Mechanic on the job at the time the subcontractor arrives on the job for the drilling of the hole and during the entire time the subcontractor performs any work in connection with the drilling of the hole including the setting up and/or assembly and disassembly of the rig.

(e) If the Company violates the requirement defined in Par. (d) it shall be assessed and pay as liquidated damages a sum equal to double the total compensation of the Elevator Constructor Mechanic in the area for the number of hours an Elevator Constructor Mechanic should have been on the job and was not on the job in the sinking, drilling, boring or digging the cylinder well. This liquidated damage shall be paid by the Company to the said jointly administered trust fund.

In the case of a second offense, the liquidated damages shall be computed on the same basis as the first offense, except that the amount shall be tripled instead of doubled; for the third and subsequent offenses during the term of this Agreement, the liquidated damages shall be \$500 more than the second offense.

The Company's Regions shall constitute separate areas for the counting of repeated violations by the Company and only violations in the same district shall be counted for the purpose of imposing graduated penalties.

(f) Should a work stoppage or strike occur because of a dispute over the application or interpretation of this paragraph none of the foregoing penalties will be imposed.

**Par. 5**

(a) Where heavy material is to be hoisted or lowered outside of the structure, a derrick, crane or material hoist can be used under the supervision of Elevator Constructors in the employ of the Company. Heavy material under subparagraph (a) is confined to machines, controllers, generators, trusses, or sections of trusses, plungers and cylinders. (Where multiple sections of cylinders and plungers are used, they shall be connected in the field by Elevator Constructors. Exception: the Company's multiple sections of cylinders may be connected either in the field or factory up to thirty-eight (38) feet in length; where multiple sections of plungers are used, they shall be connected in the field by Elevator Constructors.) In addition to the foregoing, the Company shall have the right to utilize derricks, cranes or a material hoist to hoist or lower tools of the trade, gang boxes, welders, air and gas tanks, cutting torches, material handling equipment and safety equipment.

(b) Where conditions are such that the following heavy material can be hoisted up the hoistway, it shall be hoisted by the Elevator Constructors. Where conditions are such that the following heavy material cannot be hoisted up the hoistway, it can be hoisted with a crane or material hoist under the supervision of Elevator Constructors. Heavy material under subparagraph (b) is confined to beams, sheaves, bundles of rails and preassembled landing door entrances.

(c) The above heavy material in subparagraphs (a) and (b) shall be hoisted separately with the exception of plungers and cylinders, rails, beams, preassembled landing door entrances and where conditions warrant machines with beams, which may be hoisted together.

(d) All other material is to be hoisted or lowered by Elevator Constructors without the use of derrick or crane.

**Par. 6** The wrecking or dismantling of elevator plants shall be performed by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices. It is understood and agreed that the Union reserves the right to refuse to install any new elevators in any plant where the wrecking or dismantling of the old elevator plant has been done by other than Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices. Before the local union shall refuse to install a new elevator, such action must be first approved by the International. Elevator plants as referred to in this paragraph are understood to include elevators, escalators, moving stairways, dumbwaiters, moving walks and all other equipment coming under the jurisdiction of the Elevator Constructor.

**Par. 7** Where Elevator Constructor Mechanics are not available to lay car floor covering, it is agreed that the Company may employ others to do this work.

**Par. 8** Inserts and/or bond blocks are to be set by Elevator Constructor Mechanics in the primary jurisdictions of local unions at the option of the Company. Inserts may be set by others outside of the primary jurisdictions of local unions where a full day's work cannot be provided.

**Par. 9** No restrictions shall be imposed as to methods, tools, or equipment used.

**Par. 10** It is agreed that the work specified in Article IV has always been performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices in the employ of the Company at the site of the installation. It is agreed that effective July 9, 1977, the work specified in Article IV that is performed exclusively by Elevator Constructor Mechanics, Helpers and Apprentices may be performed at the site of the installation or at another assembly point provided that (1) the assembly point is not in or adjacent to the Company's manufacturing facility, (2) the assembly point is within the primary or secondary jurisdiction of the local union in whose jurisdiction the site of installation is located, and (3) the work is performed by Elevator Constructor Mechanics, Helpers and Apprentices of the local union in whose jurisdiction the site of installation is located. If the site of installation is located outside the jurisdiction of a local union (in open territory), it is agreed that (1) the assembly point must be within twenty - five (25) miles of the site of installation, (2) the assembly point is not in or adjacent to the Company's manufacturing facility, and (3) the work is performed by Elevator Constructor Mechanics, Helpers and Apprentices from the local union who ordinarily perform work for the Company in the vicinity of the site of the installation. The unloading and handling of all equipment coming under the jurisdiction of the Elevator Constructor at an assembly point shall be performed in accordance with Par. 2(a) of this Article.

**Par. 11**

(a) All differences and disputes concerning Article IV or Article IV(A) shall be settled in accordance with the grievance procedures in Article XV.

(b) While any question or dispute pertaining to Article IV or Article IV(A) is being processed the Company, where possible, shall assign the employees work other than the work in dispute. Where the work has progressed to a point where it is not possible to perform work other than the work in dispute, then the employee shall perform the disputed work pending final resolution as provided herein.

## **ARTICLE IV(A)**

### **Systems, Modular and Industrial Structures**

**Par. 1** Systems Building. Systems, modular, industrialized or similar structures are those whose superstructures and components are pre - assembled in sections, rooms, or floors, in whole or in part, in areas adjacent to or remote from the permanent site of the structure. The erection and assembly of elevator components in building modules is to be done by Elevator Constructor Mechanics, Helpers and Apprentices whether the assembly site is adjacent to the job or remote from the job. Where the Company has a choice or selection of the assembly site, such sites are to be mutually agreed upon by the General President of the International Union of Elevator Constructors and the Company. It is understood that if members of one local perform part of such work at an assembly site remote from the permanent job site, members of the local covering the permanent job site will perform the remainder of the work. The elevator work remaining to be done after modules have been put into permanent place, shall be performed by Elevator Constructor Mechanics, Helpers and Apprentices so that the jurisdiction of the Elevator Constructor as related to any other Building Trade, shall remain intact as outlined in the latest "Green Book" or "Plan for Settling Jurisdictional Disputes, Nationally & Locally" or its successor as approved by the Building & Construction Trades Dept., AFL-CIO.

**Par. 2** The work to be done by Elevator Constructors is as follows:

(a) The installation and assembly of all machine room equipment whether overhead or below on prefabricated machine room floors.

(b) Assemble car frames and cabs complete with door operating equipment, control, signal and operating devices.

(c) Connect electric traveling cables to either car, controller or half - way junction box. The connections to be prepared and/or made at both ends of assembly site.

(d) Shackle hoist, compensating and governor cables and pre - connect to car or counterweight hitches.

(e) The setting of templates.

(f) The installation of all grating and counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine rooms, overhead or below.

(g) All foundations, either of wood or metal, that should take the place of masonry.

(h) The installation and aligning of guide rails in hoistway modules.

(i) Erect and assemble doors, hangers, tracks, door locks or locking devices for opening or closing and all related equipment.

(j) Install corridor side operating and signal devices.

(k) Install hoistway wiring.

(l) Install all elevator equipment and devices in hoistway and hoistway modules including governor rope tension sheaves, control equipment, buffers and supports.

(m) The operating of temporary elevators.



(n) The installation and aligning of all pistons and cylinders on hydraulic elevators.

(o) Landing door entrances.

Unloading, handling, hoisting and lowering of material covered in (a) through (o) will be performed under the supervision of Elevator Constructors.

**Par. 3** Nothing in this Article is intended to change the practices either party has previously enjoyed in erection of elevators in conventional type buildings as related to Article IV.

## ARTICLE V

### Wages

**Par. 1** The rate of wages to be paid to Elevator Constructor Mechanics, Helpers and Apprentices shall be determined in accordance with the following schedule. Effective January 1, 2008 and every twelve (12) months thereafter, during the term of this agreement, each local's existing total package shall be increased according to the following schedule:

1st Year Gross Increase ----- 5.75%

2nd Year Gross Increase ----- \$3.00

3rd Year Gross Increase. ----- \$3.00

4th Year Gross Increase. ----- \$3.00

5th Year Gross Increase. ----- \$3.00

**Par. 2** Subtracted from the gross increase shall be the credits agreed upon in Paragraph 3 below. The remainder shall be the wage rate increase for the Elevator Constructor Mechanics in that Local.

**Par. 3** The amounts of credits for wage rate increases effective January 1, 2008 and every twelve months thereafter be as follows:

<u>Current Wage Rate Amount</u>		
<u>Contribution Level \$15.065</u>	<u>Fringe</u>	<u>Total</u>
<u>January 1, 2008.....</u>	<u>\$1.25</u>	<u>\$16.315</u>
<u>January 1, 2009.....</u>	<u>\$1.75</u>	<u>\$18.065</u>

<u>January 1, 2010.....</u>	<u>\$1.50</u>	<u>\$19.565</u>
<u>January 1, 2011.....</u>	<u>\$1.50</u>	<u>\$21.065</u>
<u>January 1, 2012.....</u>	<u>\$1.50</u>	<u>\$22.565</u>

The above gross increases will be reallocated and the above credit amounts increased or decreased accordingly after the effective date of this Agreement by whatever different amounts, if any, the Union determines are necessary to fund the Health Plan, the Pension Plan, Education Fund and Elevator Industry Work Preservation Fund by modifying the hourly contribution rate up to twenty five (\$.25) cents per fund per year at the recommendation of the joint trustees.

The above gross increase will be reallocated and the above credit amounts increased or decreased accordingly after the effective date of this Agreement by whatever different amounts, if any, the Union determines is necessary to fund the Annuity Fund by modifying the hourly contribution rate up to twenty five (\$.25) cents to the Annuity Fund per year at the discretion of the Union.

Par. 4 Subtracting the credits from the gross increases yields the following wage rate increases for the Elevator Constructor Mechanic:

<u>1<sup>st</sup> Year Wage Rate Increase</u>	<u>Subtract the \$1.25 per hour fringe contribution increase from the computed total package percentage, and the result will be the wage rate increase for the Elevator Constructor Mechanic.</u>
<u>2<sup>nd</sup> Year Wage Rate Increase</u>	<u>\$1.25</u>
<u>3<sup>rd</sup> Year Wage Rate Increase</u>	<u>\$1.50</u>
<u>4<sup>th</sup> Year Wage Rate Increase</u>	<u>\$1.50</u>
<u>5<sup>th</sup> Year Wage Rate Increase</u>	<u>\$1.50</u>

**Par.5** The wage rate for the Elevator Constructor Helpers shall be seventy (70) percent of the Elevator Constructor Mechanic's rate.

**Par. 6** The wage rate for Elevator Constructor Apprentices shall be the progressive scale of wages set forth below, and those progressive elevations shall become effective the next full pay cycle following September 1<sup>st</sup>, commencing September 1, 2003 and each year thereafter:

Probationary Apprentice,(0-6months): 50% of Mechanic's Rate.

First Year Apprentice, (7-12 months): 55% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement.

Second Year Apprentice, (13-24 months): 65% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement.

Third Year Apprentice, (25-36 months): 70% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement.

Fourth Year Apprentice, (37-48 months): 80% of Mechanic's Rate, plus fringe benefits as provided by the collective bargaining agreement.

**Par 7** When four (4) or more men, including the Elevator Constructor Mechanic-in-charge, are employed on new construction or modernization jobs, the Elevator Constructor Mechanic-in-charge of the job shall have his hourly rate increased 12 - 1/2% for all hours worked.

**Par 8** The wage rate of a given Local shall continue as long as satisfactory to both parties, but no change be made more often than twelve (12) months.

**Par 9** The gross increases set out in this Article shall apply to all Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices engaged in construction, repair, modernization and contract service work, as defined and covered in this Agreement.

## ARTICLE VI

### Holidays

**Par. 1** The following shall be designated as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

**Par. 2** In addition, each local may retain established unpaid holidays already agreed upon by past procedure or observed by local building trades councils or declared by State or National Governments. Any new Federal holidays such as President's Day and Columbus Day are not to be considered as paid or unpaid holidays unless previously celebrated by the parties to this Agreement.

**Par. 3** To be eligible for a paid holiday, an employee must have been on the Company's payroll within the calendar week, Sunday to Saturday inclusive, previous to the week in which the holiday occurs. "On the payroll" means that an employee must have performed actual work or have been on an authorized paid vacation. If an employee desires to extend his vacation beyond the earned paid vacation period, such extension of that time shall not be considered as "on the payroll."

**Par. 4** The holiday provisions of this Article shall apply to all Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices engaged in construction, repair, modernization and contract service work as defined and covered in this Agreement.

**Par. 5** Eligible employees shall be paid for the regular workday and the paid holidays enumerated in Par. 1 at the regular straight time rate of the classification worked prior to the observance of the holiday. The rate of pay for all work performed on paid holidays shall be at the double time rate in addition to the holiday pay. Any unpaid holidays observed as provided in Par. 2 shall be without pay, but if worked shall be double time rate.

**Par. 6** When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

**Par. 7** The Company shall not lay off or terminate an employee to circumvent holiday pay as provided herein.

**Par. 8** Employees who work on a holiday that falls on a Saturday or Sunday and that holiday is observed on a Friday or Monday, respectively, shall be paid at the specified overtime rates for work performed on Saturdays or Sundays. (i.e., if July 4th falls on Saturday it will be celebrated on Friday, July 3rd. Work performed on July 3rd will be double time (2X) and work performed on July 4th will be paid at the specified overtime rate).

## ARTICLE VII

### Construction Work

**Par. 1** Construction work is hereby defined as erecting and assembling of apparatus as enumerated in Article IV and Article IV (A) of this Agreement, except general repairs and modernization as defined in Article VIII and VIII (A). It is hereby agreed that all Construction Work as above defined shall be performed exclusively by Mechanics, Helpers and Apprentices.

**Par. 2** It is agreed that the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M., and 5 P.M., five (5) days per week, Monday to Friday, inclusive. Hours of work at each job site shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement as provided in Article XXVI). If the general contractor shuts down operations on a day not recognized as a holiday under this Agreement, the Company shall make every effort to place the affected employees on other work for that day.

**Par. 2A** Upon written notification to the Local Business Representative, the Company may establish hours worked on a job site for a four (4) ten (10) hour day workweek at straight time pay for construction work. It is agreed that the regular working day shall consist of ten (10) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday and Sunday and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid double the rate of single time.

When working in a per diem area and work continues on the same job site the following week, the employee shall receive per diem for Friday, Saturday and Sunday.

It is agreed that when a Holiday falls on Sunday to Thursday, it shall be observed on the day of the Holiday or per Article VI, Par.6 and, providing the employee complies with Article VI, Par.3, he/she will be paid ten (10) hours for that Holiday. If the Holiday falls on Friday or Saturday, the employee will be paid eight (8) hours for that Holiday.

**Par. 3** Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

**Par. 4** When any four (4) of the seven (7) Atlantic City Formula Trades obtain a six (6) hour day, the Union shall work a six (6) hour day, the working day to be between the hours of 6 A.M. and 5 P.M. When sufficient Mechanics, Helpers and Apprentices are not available, an eight (8) hour day shall be worked. Whenever a local union obtains a six (6)

hour day under this paragraph, the local union and the Company shall bargain as to the hours and overtime rates to be applied on the six (6) hour day.

**Par. 5**

(a) When a majority of the Atlantic City Formula Trades (this means there must be four (4) of the seven (7) union Atlantic City trades), on a job work a shift or shifts following the day shift, the Company may work the following shifts. However, trades who perform the work as per their regular overtime rates shall not be considered as shift work.

(b) It is agreed that the "Day Shift" shall consist of eight (8) hours between 8 A.M. and 4:30 P.M., five (5) days per week, Monday through Friday, inclusive.

(c) The shift following the "Day Shift" shall work 7 1/2 hours between the hours of 4:30 P.M. and 12:30 A.M. and shall receive eight (8) hours pay plus an additional 10% per hour. The shift preceding the "Day Shift" shall work seven (7) hours between the hours of 12:30 A.M. and 8 A.M. and receive eight (8) hours pay plus an additional 15% per hour.

Any and all work during hours other than the established hours for any one of the three shifts shall be paid at double the hourly wage rate including any premium rate of the assigned shift.

(1) When an employee is called in prior to the regular starting time for his shift or he works beyond the regular quitting time of his shift, he shall receive double the hourly wage rate of his assigned shift for all hours in excess of the established hours for his shift.

(2) When an employee is required to work hours that are not continuous with the established hours for his assigned shift he shall be paid for such hours at double the hourly wage rate of his assigned shift or double the hourly wage rate of the shift on which such excess hours are performed whichever rate is higher.

(3) When the Company assigns an employee to a shift the employee shall work that shift a minimum of five (5) consecutive days. However, should the Company reassign an employee to another shift prior to working five (5) consecutive days, or within twenty - four (24) hours of completing a shift, the employee shall receive the applicable overtime rate of the new shift he is assigned to for the first day only or the applicable overtime rate of the shift to which he had previously been assigned, whichever is higher, thereafter the employee shall receive the applicable rates for the new shift to which he is assigned. An employee who requests a shift reassignment and is reassigned as outlined herein, shall receive the applicable rates for the new shift to which he is assigned at single time only.

(4) When an employee has performed work on another job and he is directed to work on a shift job within twenty - four (24) hours after completing work on the other job, he shall receive the applicable overtime rate of his prior job or the applicable overtime rate of the shift to which he is assigned whichever rate is higher.

(d) Any work performed on Saturday, Sunday, or a Holiday shall be paid at double the hourly wage rate of the applicable shift including any premium rate.

(e) In the case of the second and third shifts and for the purpose of fringe benefit computations, each employee who works a full shift shall be considered to have worked eight (8) hours.

(f) The working hours set forth in Par. 3 and Par. 4 above may be changed by mutual agreement as provided in Article XXVI.

## ARTICLE VIII

### Repair Work

**Par. 1** Repair Work is hereby defined as general repairs on apparatus enumerated in Article IV and Article IV(A) of this Agreement. Repair work shall be exclusively performed by Mechanics, Helpers and Apprentices.

**Par. 2** General repairs are hereby defined as follows:

#### **Team repairs:**

Renewal of all ropes.

Renewal of brake linings (except small machines).

Shortening of all hoisting and counterweight cables.

Replacement of any traveling cable exceeding 50 feet in length.

Safety test where test weights are required.

Replacement of crosshead, counterweight or deflector sheave bearings.

Rescoring of sheaves or drums.

Replacement of worm and gears.

Rebabbiting of bearings.

Hydraulic repair work except cleaning, oiling, greasing, belts, small valves, adjusting and one man pressure relief valve test performed in accordance with Appendix A, item 22.

Adjusting or readjusting using test weights.

Realigning guide rails.

Replacing crossheads, stiles, safeties or equalizers.

Hoistway door closers with hydraulic or pneumatic checks.

All escalator and moving walk repair work must be done by a team. (Exception Article IX, Contract Service Work, callbacks and examination may be done by one person if there is no factor of safety).

Exception to above: Residence elevator as described in A.S.M.E. A17.1 code which shall be one person.

#### **One man repairs:**

Installing sound isolation.

Replacement of door hangers (except for freight bi-parting doors).

All door closer work (except for freight bi - parting doors).

Rewiring car switches, governors and selectors or any other apparatus in the car.

Refastening guide rails.

Replacing or repairing car floor covering.

Rewiring or reinstalling limit switches.

Replacing automatic rail or track oilers.



### **One or Two Man Repairs:**

Armature repairs.  
Renewing of car shoes or roller guides.  
Repairs to cab or car gate.  
Renewal of motor bearings.  
Replacing thrust bearings.  
Rewiring controllers.

Installation and/or replacement of the following (except when the completion of such work requires more than eight (8) hours, excluding travel time, it shall be performed by a team):

Proximity devices(door protection only).  
Emergency lighting(battery chargers and lights).  
Braille Plates.  
Telephones/Communication Devices(with existing wiring and box in place.  
Fixture Cover Plates(no wiring).  
Key switches/Security devices(with existing wiring, excluding full Fireman's Service Operation).  
Controller Wiring Changes (minor changes).  
Fixture Replacement (in existing locations only).  
Replacement of relays, timers, or mechanical devices with solid state devices and circuitry.  
The replacement of equipment on existing elevator installations.

Other repair work assignments not listed above may be one man assignments providing there is no factor of safety involved.

**Par. 3** When escalators are prepared and/or disassembled for cleaning, oiling, greasing, adjusting and minor replacement, (minor replacement meaning work requiring one (1) hour or less), the work shall not be classed as repair work.

When escalators are prepared and/or disassembled for cleaning, etc., purposes as mentioned above, and any replacement and/or repairs requiring more than one (1) hour, only the replacement and/or repairs shall be classed as repair work.

When escalators are prepared and/or disassembled primarily for replacement and/or repairs, all work shall be classed as repair work.

**Par. 4** When men who are employed on contract service work perform any of the repair work listed above during hours other than between 6 A.M. and 6 P.M., Monday to Friday, inclusive, it shall be paid for at double the rate of single time.(Exception: employees performing one man repair while on call - backs shall be paid at 1.7 times the single time rate).

**Par. 5** It is agreed the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. All other working time shall be classed as overtime and paid for at double the rate of single time.

## **ARTICLE VIII(A)**

### **Modernization Work**

**Par. 1** Modernization work is hereby defined as any and all work performed on apparatus enumerated in Article IV and Article IV(A) in any existing or occupied building, to bring equipment up to date, including general repairs which are a part of a modernization job. However, a job which the machine is changed out or rails are removed, or new rails are installed shall be construction work. An escalator modernization shall be defined as the replacement of any or all components except the truss including general repairs which may be a part of a modernization job. Any other general repairs and contract service work shall be excluded from this Article. Modernization work shall be exclusively performed by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices.

**Par. 2** It is agreed the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. All other working time shall be classed as overtime and paid for at double the rate of single time.

**Par. 3** Upon notification to the Local Business Representative or to the Regional Director, if the modernization job is outside the jurisdiction of a local union, the Company may establish shift work. Shift work shall not be permitted except in cases where at least two (2) shifts per day are established for at least five (5) or more consecutive days including Saturday, Sunday, or Holiday when worked. One of the shifts must be the "Day Shift" as defined in Par. 4 below. When special circumstances exist, such as production or operation needs of the customer, a second and third shift will be worked without any day shift when the Company and the Local Business Representative or Regional Director, if the modernization job is outside the jurisdiction of the local union, have mutually agreed that one of the two (2) shifts does not have to be the "Day Shift."

**Par. 4** It is agreed that the "Day Shift" shall consist of eight (8) hours between 8 A.M. and 4:30 P.M., five(5) days per week, Monday through Friday, inclusive.

**Par. 5** The shift following the "Day Shift" shall work 7 1/2 hours between the hours of 4:30 P.M. and 12:30 A.M. and shall receive eight (8) hours pay plus an additional 10% per hour. The shift preceding the "Day Shift" shall work seven (7) hours between the hours 12:30 A.M. and 8 A.M. and shall receive eight (8) hours pay plus an additional 15% per hour.

**Par. 6** Any and all work during hours other than the established hours for any one of the three shifts shall be paid at double the hourly wage rate including any premium rate of the assigned shift.

(a) When an employee is called in prior to the regular starting time for his shift or he works beyond the regular quitting time of his shift, he shall receive double the hourly wage rate of his assigned shift for all hours in excess of the established hours for his shift.

(b) When an employee is required to work hours that are not continuous with the established hours for his assigned shift he shall be paid for such hours at double the hourly wage rate of his assigned shift or double the hourly wage rate of the shift on which such excess hours are performed whichever rate is higher.

(c) When the Company assigns an employee to a shift the employee shall work that shift a minimum of five (5) consecutive days. However, should the Company reassign an employee to another shift prior to working five (5) consecutive days, or within twenty - four (24) hours of completing a shift, the employee shall receive the applicable overtime rate of the new shift he is assigned to for the first day only or the applicable overtime rate of the shift to which he had previously been assigned, whichever is higher, thereafter the employee shall receive the applicable rates for the new shift to which he is assigned. An employee who requests a shift reassignment and is reassigned as outlined herein, shall receive the applicable rates for the new shift to which he is assigned at single time only.

(d) When an employee has performed work on another job and he is directed to work on a shift job within twenty - four (24) hours after completing work on the other job, he shall receive the applicable overtime rate of his prior job or the applicable overtime rate of the shift to which he is assigned whichever rate is higher.

**Par. 7** Any work performed on Saturday, Sunday, or Holiday shall be paid at double the hourly wage rate of the applicable shift including any premium rate.

**Par. 8** In the case of the second and third shifts and for the purpose of fringe benefit computations, each employee who works a full shift shall be considered to have worked eight (8) hours.

**Par. 9** The working hours set forth in Par. 4 and Par. 5 above may be changed by mutual agreement as provided in Article XXVI.

## ARTICLE IX

### Contract Service

**Par. 1** Contract Service is hereby defined as any contract obtained by the Company for regular examination or care of apparatus enumerated in Article IV and Article IV(A) of this Agreement and general repairs as indicated in Article VIII, Par. 2 for a period of not less than one (1) month. Contract Service Work shall be exclusively performed by Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices.

**Par. 2** Two (2) helpers or apprentices to each three (3) mechanics may be employed in contract service work. The helper or apprentice when working with the mechanic shall perform all work assigned to him by the mechanic.

A 70% helper or a second year apprentice may work alone under the general supervision of the mechanic in his assigned district provided such helper or apprentice is met on the first job daily. The helper or apprentice shall notify the office and/or mechanic when changing jobs and at the completion of the work day.

When working alone the helper or second year apprentice shall perform only oiling, cleaning, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a helper or apprentice perform any other work or function normally performed by mechanics. The word "District" means the regular contract service route of the mechanic or mechanics to whom the helper or apprentice has been assigned that day.

**Par. 2A** When the Company obtains a contract that requires a Mechanic and Helper or Apprentice to be on the job and/or in a building at all times during the regular weekly working hours, such Helper or Apprentice shall not be considered as part of the two (2) to three (3) agreement mentioned above, provided no Probationary Helpers or Probationary Apprentices are assigned to such regularly scheduled work.

**Par. 2B** Where a Local Office has contract service work requiring more than two (2) Elevator Constructor Mechanics full time, the third Elevator Constructor employed in that office may be a Helper or Apprentice. A 70% helper or second year apprentice may work alone under the general supervision of the mechanic in his assigned district provided such helper or apprentice is met on the first job daily. The helper or apprentice shall notify the mechanic when changing jobs and at the completion of the work day. When working alone such helper or second year apprentice shall perform only cleaning, oiling, greasing, painting, replacing of combplate teeth, relamping and fixture maintenance, the inspection, cleaning and lubrication of hoistway doors, car tops, bottoms, and pits, observing operation of equipment and at no time when working alone shall such a helper or apprentice perform any other work or functions normally performed by mechanics. The word "District" means the regular contract service route of the mechanic or mechanics to whom the helper or apprentice has been assigned that day.

The phrase "Local Office" as mentioned in this paragraph means Local Representatives, Resident Mechanics, etc. performing contract service work as defined in Par. 1 of this Article, in a city outside the primary of a local union. (Local Representatives, Resident Mechanics, etc., as referred to above, shall be permitted to do one man or as a member of a team, team repairs, in accordance with Article VIII, Par. 2), and, as a member of a team, ADA modernization and unloading of construction material. However, where a local office is located within a zoned or per diem area of a local union, the employee(s) assigned to such office shall be paid expenses in accordance with the Local Travel and Expense Agreement when performing work, as a member of a team, team repairs, ADA modernization and unloading of construction materials.

Inasmuch as Local Representatives, are on call for extended periods of time, they shall, upon request, receive a minimum of six (6) weekends per year when they are relieved of their on-call obligation. These weekends are in addition to their accrued vacation. The Local Representative must give fourteen (14) calendar days notice before each requested weekend off.

**Par. 2c** Upon reasonable request of the International Office of the IUEC, the Company shall make available to the properly designated International Representative the information necessary to determine that all employees in a service office are being treated relative to wages, hours worked, straight time and overtime hours paid, Pension and Health Benefit Plan payments in accordance with the NEBA Agreement.

**Par. 3** It is agreed the regular working day shall consist of eight (8) consecutive work hours, with an unpaid lunch period, between 6 A.M. and 6 P.M., five (5) days per week, Monday to Friday, inclusive. Any Mechanic, Helper or Apprentice assigned regular hours beginning before 8 A.M. or ending after 5 P.M. shall be so assigned for a five (5) consecutive working day increment. It is agreed that for business reasons of the Company or personal reasons of the affected employee, the Company and the local union may modify these times.

It is agreed that in order for call - backs to be answered in downtown business areas or similar business areas, the Company may assign a Mechanic or Mechanics to remain at a mutually agreed building beyond regularly established working hours not to extend beyond 6:30 P.M. For all such work beyond his regularly established working hours the Mechanic or Mechanics shall be paid at the rate of time and one - half. Should such assigned Mechanic or Mechanics be authorized to continue work on a job when a call - back extends beyond 6:30 P.M., the man or men shall receive applicable travel time

and travel expense home. Where a paid or non - paid holiday occurs, Monday through Friday, inclusive, the work performed on Saturday during the week in which any holiday occurs shall be time and one - half the single time rates.

**Par. 4** Work performed on Sundays shall be classed as overtime and paid for at the rate of double time (2x). All other time worked before and after the regular working day or in excess of eight (8) consecutive work hours with an unpaid lunch period and on Saturdays shall be at the rate of time and one - half.

**Par. 5** Call - backs on contract service on overtime, except Sundays and holidays, shall be paid for at the rate of 1.7 times the rate of single time.

**Par. 6** Call - backs on contract service on Sundays and holidays shall be paid for at double the rate of single time.

**Par. 7** On contract service where the Company has a contract in one building only or adjacent buildings, for the examination and care of enough elevators to warrant keeping a man or men working continuously for sixteen (16) hours, the Company may establish a shift (s) from 5:00 pm to 12:00 am or 12:00 am to 7:00 am. Pay for this work will be eight (8) hour's pay for seven (7) hours worked at the regular rate of pay. Saturday, Sunday, and Holidays are classed as overtime and paid at the overtime rate. For the sixteen (16) hour calculation the seven (7) hour shift will be counted as an eight (8) hour shift.

**Par. 8**

(a) Employees engaged in contract service work agree they will respond to call - backs outside of their regular work hours. The Company, the local union, and the employees shall meet and cooperate in establishing a callback system, which will cover such issues as a list of employees available on designated dates to respond to overtime callbacks, the number of employees on call-back at any given time, replacements for vacations and holidays, and trading of on - call duty. In the event the local union, the employees, and the Company cannot agree on the establishment of the callback system, the Company and the IU EC will meet to establish the system.

Travel time from home to job and from job to home on overtime call - backs (starting after regular working hours and terminating before start of regular working hours) shall be paid for at the same overtime rate applying to the work. Travel expenses on overtime call - backs shall be paid as agreed in Local Expense Agreements.

When consecutive overtime call - backs occur, the employee shall receive the applicable overtime rate and travel expenses from home to job, from that job to one or more other jobs and then back home.

Men called out before the regular working hours shall receive the applicable travel time and travel expense from home to job. (Exception: The Company may call and instruct men to report to any given job at his regular starting time on his route in the primary.)

When call - backs made during regular working hours extend into overtime and the employee is authorized to continue work, he shall receive the applicable travel time and travel expense home.

(b) Employees who are designated to be available for overtime call - backs pursuant to paragraph (a) above, or who are called out before the regular working hours, or who are on call - backs that extend into overtime, shall be entitled to and receive such compensation as described below during the period of time that such employees are responding to call - backs outside of their regular hours of work:

The rate of pay for overtime call - backs shall not be less than 1.7 times the straight time rate of pay.

The premium pay described above is made in lieu of standby pay and in recognition of the fact that contract service employees agree to make themselves available for overtime calls.

(c) It is understood and agreed that employees who are available to respond to overtime call - backs are waiting to be engaged (as defined by the Fair Labor Standards Act) by the Company. Employees who are waiting to be engaged are free to participate in personal activities; are not required to remain at home, at the Company's premises or any other specified location during the period that they are on call. Employees who are "on call" may leave the location they have indicated as the place of their primary contact. However, such employees will be available for callout by either leaving another phone number where they can be contacted or by carrying on their person a communication device such as a pager, cellular telephone, two - way radio, or other such communication device which enables the Company to contact them.

## ARTICLE X

### Designation of Helper's and Apprentice's Work and Qualifications

**Par. 1** It is agreed by the Union that there shall be no restrictions placed on the character of work which a Helper or Apprentice may perform under the direction of a Mechanic. A Helper or Apprentice certified to weld shall be paid mechanic's rate when performing welding, (excluding tack welding). However, Helpers and Apprentices on contract service work are subject to the provisions of Article IX.

**Par. 2** The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams.

Further, the Company may use as many Helpers and Apprentices as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cables on existing elevator installations, the Company may use two Helpers or Apprentices to one Mechanic.

**Par. 3** A newly - hired employee without previous mechanical experience shall be classified as an Apprentice and shall work as a probationary employee in the status of an Apprentice for a period or periods totaling six (6) months within the aggregate period of not more than nine (9) months. The Company and the Union shall have the privilege of testing the ability of probationary employees during this six (6) month period. If they agree that the Apprentice during this probationary period does not display sufficient aptitude to become a first year Apprentice he shall be discharged.

Probationary Apprentices shall advance from the fifty (50) percent wage rate to the first year apprentice's wage rate upon completion of six (6) months in the elevator industry provided such Probationary Apprentices have worked a minimum of one hundred (100) hours in each thirty (30) day period during the six (6) months. The first year apprentice wage rate shall be effective at the beginning of the next weekly pay period following completion of the six (6) months.

It is understood that probationary employees during the probationary period above set out may be discharged or laid off at any time with or without cause and no reason need be assigned therefore, and no such discharge shall be construed as a grievance. The probationary period may be worked with more than one employer provided such employer has a labor contract with the IUFC, and the period of six (6) months probation may cover an aggregate period of not more than nine (9) months. A month shall be deemed worked when the probationary employee completes one hundred (100) hours in any thirty (30) day period.



**Par. 4** An Apprentice may work as a Temporary Mechanic provided he/she has completed a minimum of his/her first year apprenticeship requirements, and other requirements for Temporary Mechanics prescribed from time to time by NEIEP, and upon agreement of the Employer and the Union Representative, or Regional Director if he/she works outside the jurisdiction of the Local Union, and at the same scale as a regular Mechanic. Those selected first will be Apprentices who have completed all of their apprenticeship training and are waiting to take the Mechanic's Exam. Those selected second will be workmen who have completed all of their training and failed the Mechanic's Exam and are actively participating in the educational program, they must maintain attendance and passing requirements mandated by NEIEP. Those selected third will be fourth year Apprentices and those selected fourth will be third year Apprentices, followed by finally second year apprentices. Employers may select Apprentices and Helpers in its employ to work as Temporary Mechanics under the provisions of this paragraph if there are no qualified Mechanics available in that Local.

Apprentices serving as Temporary Mechanics will be put back to Apprentice Status when their temporary assignment is completed or within fifteen (15) working days of when the Employer is notified there is a qualified Mechanic available whichever comes first. The order for putting back Temporary Mechanics to Apprentice Status will be in reverse order; 1) second year apprentices, 2) third year Apprentices, 3) fourth year Apprentices and 4) workmen who have completed all their training and failed the Mechanic's Examination and are actively participating in the educational program and finally Apprentices who have completed all of their apprenticeship training and are waiting to take the Mechanic's Exam.

In order to administer this procedure, NEIEP will provide to the Company on a semi - annual basis a listing of all the Employer's eligible apprentices and helpers and the modules they have completed.

It is agreed that the withdrawal of or failure to issue a Temporary Mechanic's card will not be used by the Union to advance its position with respect to a dispute unrelated to this paragraph of Article X.

No Apprentice may qualify or be raised to the capacity of Mechanic until he has worked for a period of three (3) years in the elevator industry, has successfully completed the required NEIEP courses, has been certified by NEIEP that he has completed the necessary "on the job" training and has passed a Mechanic's Examination administered by the NEIEP Director's Office. Such examination shall only be administered by NEIEP no more or no less than once every twelve months in each local. The National Elevator Industry Education Program has developed and will periodically update a standardized Mechanic's Examination which will be used in each local. An Apprentice who has successfully passed a Mechanic's Examination shall become a Mechanic no later than eleven (11) Months after the date of the examination. Should he fail to qualify, he cannot again take the Mechanic's Examination for a period of one (1) year.

**Par. 5** Employees who enter the Military Service shall, upon re-employment, be accorded all rights provided by law.

Par. 6 Upon completion of the required classroom education program and mandatory on-the-job training (OJT) hours, all fourth (4<sup>th</sup>) year Apprentices will be afforded the opportunity to sit for the NEIEP Mechanic's Exam. Those who pass the exam are elevated to the status of Mechanic, as referred to in Article X, Paragraph 4.

Those who do not sit for or who do not pass the first two scheduled Mechanic's Exams, upon completion of the required classroom education program and mandatory on-the-job training (OJT) hours shall be reclassified as a 3<sup>rd</sup> year Apprentice for all purposes on the following January 1<sup>st</sup>. Those third (3<sup>rd</sup>) year Apprentices who do not sit for or who do not pass the third scheduled Mechanic's Exam will be treated as a Helper for purposes of layoff. They will be subject to the Apprenticeship Program for the purposes of eligibility for taking the NEIEP Mechanic's Exam.

This status shall continue for a period not to exceed the next scheduled NEIEP Mechanic's Exam. Those who do not pass the next scheduled NEIEP Mechanic's Exam will be ineligible for employment with any NEBA Employer at the discretion of the Employer.

## ARTICLE XI

### System of Payment

**Par. 1** It is agreed that all Mechanics, Helpers and Apprentices shall be paid weekly by check, which shall be sent to any address they elect to designate other than the Company's address. Mechanics, Helpers and Apprentices shall be given the option to be paid by direct deposit or by direct mail. However, there shall be no obligation on the part of any employee or the Company to participate in the direct deposit/direct mail program and no discrimination against either one if either should elect not to participate. Once enrolled, an employee in direct deposit/direct mail program may elect to discontinue enrollment by giving the Company ten (10) working days written notice. Should a change to a time ticket be required, the Company shall notify the mechanic and/or helper or apprentice in writing of the reason for such change within five (5) working days.

Mechanics, Helpers and Apprentices shall be paid by voucher on the next regular work day following the employee's regular pay day if the employee does not receive his regular pay check.

It is further agreed that in those instances where the Company is consistently unable to comply with the provisions of this paragraph, the Company shall pay each employee on the job or at the office on company time by cash or by check.

**Par. 2** Elevator Constructors shall receive at the time of weekly payment, a check stub containing the following information:

1. Employee's name and social security number.
2. Total hours worked - regular and overtime, accumulative.
3. Total wages - weekly and accumulative.
4. Federal income taxes withheld.
5. FICA taxes withheld.

6. Health Benefit Plan & Pension deductions weekly and accumulative.
7. Any other authorized or legitimate deductions.
8. Vacation pay - weekly and accumulative in amount of money.

and effective January 1, 2008:

9. Annuity contributions-weekly and accumulative in amount of money

10. 401- (k) deductions-weekly and accumulative in amount of money

At the time of weekly payment, at the employee's request, the Employer shall also provide the employee with a document, in writing, reporting the time the employee submitted to his Employer for that payment, regardless of whether the employee submitted his time on paper, electronically, or by any other medium.

Should the Company's payroll and/or accounting department experience a short work week due to a holiday or any other reason, the Company shall make any special arrangements necessary to insure employees receiving pay on schedule.

## ARTICLE XII

### Vacations

**Par. 1** The following plan is established for Vacation Pay: (a) A man who has worked less than five (5) years in the business shall receive Vacation Pay credit on the basis of 6% of his regular hourly rate for all hours actually worked. A man who has worked more than five (5) years in the business shall receive Vacation Pay credit on the basis of 8% of his regular hourly rate for all hours actually worked.

No Vacation Pay shall accrue for the first six (6) months worked in the business.

(b) The vacation pay accrued from January 1 of one year through June 30 of the same year shall be paid in full to the employee by July 15 of that year. The vacation pay accrued from July 1 of one year through December 31 of the same year shall be paid in full to the employee by January 15 of the succeeding year.

(c) A man with less than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation year shall receive at least 120 hours vacation pay. A man with more than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation year shall receive at least 160 hours vacation pay. The vacation year shall run from January 1 through December 31.

(d) Where vacation pay equal to ten (10) or more days has been accumulated for an employee with less than five (5) years of service, and fifteen (15) or more days for an employee with more than five (5) years of service such employees must take a minimum vacation of ten (10) and fifteen (15) days, respectively.

(e) The employee shall have the option of taking any additional vacation accrued in excess of the amount stated under Paragraph (d) above provided he has obtained prior approval from the Company.

(f) It is understood and agreed that work conditions must be taken into consideration when vacations are arranged.

Time off for vacation shall be taken as a full complete period whenever possible.

(g) Vacation Pay accrued will change from 6% to 8% on the first payroll period after the first month following completion of five (5) years in the business. These five (5) years include the six (6) months probationary period.

(h) The local union shall furnish the Company, on request, dates that Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices were first employed in the elevator industry.

(i) When a man leaves the Company the Vacation Pay shall be retained. He shall receive the retained amount due him at the time specified in (b) above.

(j) When a man retires from the industry, the Company shall pay any vacation pay he is owed within thirty (30) days after his retirement provided he notifies the Company in advance and in writing.

(k) Where vacations interfere by temporarily breaking up a team, the Company shall have the right to place the extra man to the Company's advantage. Serious interference shall be taken up with the Business Representative.

(l) Time spent outside the industry, whether or not a member of the local union, shall not count toward vacation eligibility status. An employee with at least one (1) year's service in the industry who takes time off for service in the Armed Services shall have such service time counted toward his vacation eligibility status upon return to the industry.

(m) Hours worked for the Company by a member of a local union, while outside of the jurisdiction of that local, shall count for vacation pay.

(n) Hours paid as holiday pay, vacation pay, or traveling time outside of the regular working hours are not to be counted as hours worked when computing vacation pay (Exception: traveling time on overtime callbacks, whether emergency maintenance or emergency repair work, shall be counted as hours worked when computing vacation pay).

(o) At the time vacation pay is paid, Federal and State taxes shall be withheld on the basis of the number of weeks of vacation or portion of a week of vacation the accrued vacation pay represents. The intent of this provision is that taxes will be withheld at weekly rates rather than the higher rates for a lump sum payment of vacation pay.

## ARTICLE XIII

### Traveling Time and Expenses

**Par. 1** When Elevator Constructors are sent outside the primary jurisdiction, but within the zoned area of the secondary, travel time and travel expense shall be paid in accordance with the Local Expense Agreement.

When Elevator Constructors are sent beyond the zoned area of the secondary jurisdiction or outside the secondary jurisdiction all travel time during the regular established work hours, Monday through Friday, inclusive, shall be paid at single time rates. Likewise, all travel time before and after the regular established work hours, Monday through Friday, inclusive, shall be paid at time and one - half rates. Further, all travel time on Saturdays, Sundays and Holidays shall be paid at time and one - half rates (as agreed to in Article IX, Contract Service, travel time on overtime call - backs is excepted from the above). Expenses incurred on trip to be paid by the Company in accordance with the Local Expense Agreement.

Employees operating vehicles provided by the Company shall not be entitled to payment of wages or commuting expenses for time spent driving before or after the regular working hours from the employee's home to the first job site of the regular work day or driving from the last job site of the regular work day to the employee's home. (Note: Employees shall be reimbursed for any tolls in excess of the toll charge for passenger vehicles). This is not intended to circumvent expenses or travel time paid pursuant to Art. IX or Art. XIII and/or a Local Travel and Expense Agreement or established local practice.

**Par. 2** Local Unions and NEBA Representatives are requested to establish zones within the secondary jurisdiction and traveling time and traveling expense allowances for each zone, consistent with existing arrangements.

**Par. 3** When the Local Union and the NEBA Representative are unable to resolve differences regarding local travel time and travel expense agreements and presently recognized primary and secondary jurisdiction, either party may request the General President, IUEC and the NEBA Executive Director to study the dispute. The General President, IUEC and the NEBA Executive Director, or their designees, shall entertain the request, and after investigation and study, are authorized to make recommendations to the Local Union and the NEBA Representative.

The General President, IUEC and the NEBA Executive Director, or their designees, may issue guidelines that the Local Union and the NEBA Representative may utilize in negotiating changes to and resolving disputes over local travel time and travel expense agreements.

All parties shall continue to work under the existing local travel time and local travel expense agreement for thirty (30) days from the date that NEBA and the IUEC are notified that the parties have reached an impasse. The General President, IUEC and the NEBA Executive Director, or their designees, may at their discretion extend the present Agreement for one additional thirty (30) day period.

## ARTICLE XIV

### Strikes and Lockouts

**Par. 1** It is agreed by both parties to this Agreement that so long as the provisions herein contained are conformed to, no strikes or lockouts shall be ordered against either party. It is understood that this Paragraph shall be applied and construed consistent with the provisions of Article IV, Par. 11 concerning Grievance and Arbitration procedure.

**Par. 2** No strike will be called against the Company by the Union unless the strike is approved by the International Office of the International Union of Elevator Constructors. Sufficient notice shall be given to the Company before a strike shall become effective. Except in the case of Contract Service Work as specified in Article IX of this Agreement, work stoppages brought about by lawful picketing or strikes by building trades local unions affiliated with Building Trades Councils shall not constitute a strike within the meaning of this Article.

**Par. 3** In the event of a strike, work stoppage or lockout affecting Mechanics, Helpers and Apprentices on New Construction or Repair Work, men working on Contract Service shall not be affected by such strike, work stoppage or lockout, and the Union will supply competent men to the Company to do all work covered under Contract service whether such men are continuously employed in this work or not prior to the strike, work stoppage or lockout.



## ARTICLE XV

### Arbitration

**Par. 1** Any difference or dispute regarding the application and construction of this Agreement, shall be referred to as a "grievance" and shall be resolved under the following procedure. Both parties commit to making an earnest effort to resolve differences in accordance with the procedure outlined below:

**Par. 2 Oral Step.** Any employee, local union, or the Employer with a grievance (hereinafter called the "grievant"), shall discuss the grievance with the designated Employer Representative (or Local Union Business Representative) within ten (10) working days after the cause of the grievance is known or should reasonably have been known. The Employer shall designate to each local union the Employer's Representative(s) for the purpose of responding to grievances at this step. If the grievance is initiated by an employee, the Local Business Representative shall be present during the discussion.

Within three (3) working days after the above discussion, the Employer's Representative shall notify the employee and the Local Union Business Representative of his disposition of the matter.

The Local Business Representative shall similarly respond to the Employer's grievance.

**Par. 3 Written Step One.** If the issue remains unresolved after the conclusion of the Oral Step, the grievant, within ten (10) working days of the conclusion of the Oral Step, may submit in writing on provided forms a brief statement of the grievance, including the Article and paragraph of the Agreement allegedly violated (if known), and the remedy requested.

Within fifteen (15) working days after the written grievance is received by the Employer (or the Union), a meeting will be held to discuss the grievance. The Employer shall be represented by the Regional Field Manager, Field Employee Relations or his designee and the designated Employer Representative described in Paragraph 2. The union shall be represented by the IUEC Regional Director or other Representative designated by the General President and the Local Business Representative described in Paragraph 2.

At the meeting (or any continuation thereof agreed to by the parties), the Employer (or the Union) shall give its written answer to the grievance on the provided form. Within ten (10) working days of that disposition, the Employer or the Union shall indicate on the grievance form whether it appeals therefrom. If the grievance disposition is not appealed, it shall be final and binding on all parties.

**Par. 4 Written Step Two.** If the grievance is appealed it shall be placed on the agenda of a scheduled meeting of the National Arbitration Committee. The Employer shall be represented by the NEBA Executive Director or his designee and a panel of two (2)

additional Employer Representatives. The Union shall be represented by the General President or his designee and two (2) additional representatives.

The National Arbitration Committee shall meet once per calendar quarter. Each party shall submit an agenda not less than seven (7) working days prior to the meeting.

The NEBA Executive Director or his designee (or the General President, IUEC or his designee) shall render a disposition of the grievance in writing at the National Arbitration Committee Meeting. If the grievance disposition is accepted, it shall be final and binding on all parties.

Par. 4(A) NEBA and the Union agree to the following program for Advisory Arbitration of grievances on a test basis. Either party may terminate the program upon ninety days' written notification to the other at any time after December 31, 2008:

1. Upon the request of either party a grievance not resolved at the National Arbitration Committee (NAC) may be submitted to Advisory Arbitration by written notification to the other party within fifteen (15) working days after receipt of the other party's written disposition at the NAC level.

2. There shall be a mutually designated panel of four Advisory Arbitrators, each of whom agrees to hear cases during a designated three-day week session (Tuesday through Thursday) in a designated location each year, which shall be at least thirty (30) days after receipt of the written notification that the case has been submitted to Advisory Arbitration. The thirty (30) day time limit may be waived by mutual agreement of the parties.

3. Each party (that is, NEBA and the Union) may present up to three (3) cases at each three-day session. Should either party not use its full complement of cases that week, and should the parties mutually agree, the other party may use the other's unused allotment to present additional cases.

4. Each party will be limited to three attendees (counsel included) during the presentation of any case. Hearings shall be informal and the rules of evidence will not apply. No record, stenographic or tape recordings of any session will be made.

5. The parties will not use the traditional means of presenting evidence—there will be no witness testimony, either direct or cross examination. The spokesman for each side will present its case by way of summary presentation that combines elements of opening statement, proffers of evidence, and closing argument, all in a single narrative. The spokesman may offer documents (without formal authentication), and summarize the testimony of potential witnesses. A pre-hearing brief limited to ten pages in length may be offered at the hearing. Each side's initial presentation will be limited to one hour, with an opportunity provided for rebuttal and follow-up. The Advisory Arbitrator may ask questions of anyone present. Each case shall be concluded within four hours. There will be no post-hearing briefs.

6. At the conclusion of the hearing in any case, the Advisory Arbitrator shall endeavor to advise the parties orally what his Advisory Opinion would be in the case. At the request of any party, the Advisory Arbitrator shall issue a written Advisory Opinion which shall be labeled in bold letters at

the top of the opinion "Advisory Non-Binding Opinion", within 30 days, which shall be an opinion of ten pages or less.

7. Nothing said by the parties or their representatives during the Advisory Arbitration process, nor any pre-hearing brief or position statement introduced during a case, can be used or introduced by the other party during Impartial Arbitration proceedings or in any other proceeding. Nor may the Advisory Arbitrator's Advisory Opinion, whether delivered orally or in writing, be used, introduced or disclosed during Impartial Arbitration or in any other proceeding.

8. It is the mutual intent and desire of the parties that following the presentation of a case at Advisory Arbitration, the parties themselves will agree upon final resolution of the case, in accordance with the Advisory Arbitrator's Advisory Opinion, or some variation thereof. However, should that not result, either party may refer a case heard at Advisory Arbitration to Impartial Arbitration under Paragraph 5 of this Article, by written notice to the other party within thirty days of the Advisory Arbitration hearing or receipt of the Advisory Arbitrator's written Advisory Opinion, whichever is later, unless the parties mutually agree to extend said time.

Any Advisory Arbitrator hearing a case at Advisory Arbitration shall be disqualified from hearing the same case at Impartial Arbitration.

9. The cost of the Advisory Arbitrators and the hearing arrangements shall be mutually borne by the parties.

**Par. 5 Impartial Arbitration.** If the grievance is not settled by the National Arbitration Committee, the Union or the Employer, within fifteen (15) working days of the Employer's (or Union's) disposition as outlined in Paragraph 4, may appeal the grievance to impartial arbitration. Such appeal shall take the form of a letter to the NEBA Executive Director (or the General President, IUEC).

**Par. 6** The parties shall mutually agree upon the selection of an impartial arbitrator. If, within fifteen (15) days, the parties are unable to agree on the person to be selected as arbitrator, the parties shall jointly request to submit the matter to arbitration conducted in accordance with the Labor Arbitration Rules and Procedures of the American Arbitration Association and by an arbitrator who is a member of the National Academy of Arbitrators.

The arbitrator shall render his decision immediately upon the close of the record if the parties mutually agree otherwise the decision shall be rendered within thirty (30) days of the close of the record or the receipt of the briefs if the parties desire to file briefs. In an arbitration, either party may rely upon Articles in the Agreement other than those set forth in the original grievance form. The decision of the impartial arbitrator shall be final and binding on all parties.

**Par. 7** It is understood that the arbitrator does not have the authority to add to, subtract from or modify in any way the provisions of this Agreement.

**Par. 8** Grievances of the Union or the Employer shall originate at Written Step Two by submission to the NEBA Executive Director (or the General President, IUEC). The grievance of an IUEC Regional Director shall be filed and processed beginning at Written Step One of the procedure.

**Par. 9** Discharge Grievances Expedited Impartial Arbitration. Recognizing the special nature of cases involving the discharge of an employee, the parties agree that such case(s) shall be handled as follows:

(a) Any discharge grievance not resolved at the Written Step One meeting may immediately be referred by either party to the NEBA Executive Director or his designee and the General President, Union or his designee for their immediate review and discussion. Such grievance need not wait to be placed on the agenda of the scheduled National Arbitration Committee, but rather shall be discussed, either in person or by telephone, by the parties within ten (10) working days of the referral from Written Step One. The parties shall make an earnest effort to resolve their differences at this meeting, but failing such agreement, either party may request immediate, expedited impartial arbitration.

(b) Within ten (10) working days of a request for impartial arbitration by either party, the parties shall mutually agree upon the selection of an impartial arbitrator who shall be obliged to schedule a hearing at the earliest possible available date on his/her schedule where both parties are available to present their respective cases. The arbitrator shall hear the case. Post hearing briefs must be submitted within two (2) weeks of the conclusion of the hearing. The arbitrator shall render the award within two (2) weeks of the submission of briefs. Post hearing briefs may be waived by mutual agreement of the parties.

**Par. 10** Compensation and expenses of the arbitrator shall be shared equally between the Employer and the Union.

**Par. 11** Any of the time limits contained herein may be mutually extended by the representatives of the parties. Failure to appeal the grievance within the time limits described above without mutual agreement shall be considered an abandonment of the grievance. If a grievance is not dispositioned within the above time limits, it shall be immediately processed to the next step of the procedure.

## ARTICLE XVI

### Jurisdictional Territory

**Par. 1** The primary jurisdiction of any local union shall include only that territory in which its members will agree to travel on their own time.

The secondary jurisdiction shall include the balance of the territory now within the jurisdiction of the local union.

**Par. 2** Any change to the present jurisdiction of a local must be approved by the International Union of Elevator Constructors and the NEBA Executive Director before becoming effective.

**Par. 3** The primary jurisdiction of Local No. \_\_\_\_\_ of the City of \_\_\_\_\_, relative to the wage scale and working conditions shall include the following territory:  
The secondary jurisdiction of Local No. \_\_\_\_\_ of the City of \_\_\_\_\_, relative to working conditions shall include the following territory:

**Par. 4** The parties agree that they meet annually and by mutual agreement more often, if necessary to discuss jurisdictional issues. The parties agree to fairly act upon justifiable written requests by Local Unions for extensions of existing jurisdictions. The Company and the IUEC shall advise a Local Union within sixty (60) days after the meeting at which the request is considered, of its disposition of the request.

When opening a Local Office the following steps shall be followed:

1. The Company shall notify the Local Business Manager/Representative when opening a new "Local Office" in a Local Union's secondary jurisdiction or open territory.

2. The Company shall bargain with the Local Business Manager/Representative or International when considering the assignment of a bargaining unit employee to a Local Office. No bargaining unit employee will negotiate directly with the Company.

3. The Company agrees to make forty (40) hours per week available to the first employee assigned to a Local Office. As each additional employee is assigned to such office thereafter, the Company agrees to make not less than thirty - two (32) hours of work available to the most recent addition and forty (40) hours per week available to all but the last employee so assigned.

4. Local Office employees will perform work per Article IX, Par. 1 and Article IX, Par. 2B.

5. Local Office employees shall not perform work in the primary of a local union unless mutually agreed to by the Company and the Local Business Manager/Representative.

6. Local Office Employees shall perform their work in accordance with the Company National Agreement at all times.

## ARTICLE XVII

### Health Benefit Plan

**Par. 1** The Health Benefit Plan covering life insurance, sickness and accident benefits, and hospitalization insurance, or any changes thereto that are in accordance with the National Elevator Industry Health Benefit Plan and Declaration of Trust, shall be a part of this Agreement and adopted by all parties signatory thereto.

**Par. 2** The Health Benefit Plan shall be financed by mutual contribution, of Employers and Elevator Constructor Mechanics, Helpers and Apprentices as provided herein. The Employer agrees to continue to pay and contribute eight dollars and twenty seven and one half cents (\$8.275) for each hour of work performed by all Elevator Constructor Mechanics, Helpers and Apprentices in its employ. The eight dollars and twenty seven and one half cents (\$8.275) hourly contribution rate shall increase upon every anniversary of the wage rate change of each Local Union, in accordance with the following (except as modified pursuant to Article V, Paragraph 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
January 1, 2008	\$0.50	\$8.775
January 1, 2009	\$0.75	\$9.525
January 1, 2010	\$0.50	\$10.025
January 1, 2011	\$0.50	\$10.525
January 1, 2012	\$0.50	\$11.025

Each Elevator Constructor Mechanic, Helper and Apprentice shall continue to contribute three and one - half cents (\$.035) per hour. Payments of said contributions by the Employer and Elevator Constructor Mechanics, Helpers and Apprentices shall be in accordance with the National Elevator Industry Health Benefit Plan and Declaration of Trust.

**Par. 3** It is understood and agreed that the contributions provided for in Par. 2 shall be used by the Trustees to maintain the plan of benefits provided by the Health Benefit Plan to the extent that it is feasible to do so on a sound financial basis without any increase in said hourly contribution rates during the term of this Agreement (except as modified by Article V, Par. 3).

**Par. 4** It is understood and agreed that the decision(s) to increase or decrease the benefits provided by the Health Benefit Plan are matters committed to the discretion of the Trustees, except that the Trustees should not make any change in the plan of benefits which would result in the need for an increase in the contribution rates set forth in Par. 2. It is further understood and agreed, that the Actuary of the Health Benefit Plan shall continuously monitor the financial condition of the Health Benefit Plan and shall promptly advise the Trustees whenever in the opinion of the Actuary, it is necessary for

the Trustees to modify benefits provided by the Health Benefit Plan in order to maintain the Health Benefit Plan in sound financial condition without any increase in the hourly contribution rates set forth in Par. 2. The Actuary shall report to the Trustees with respect to such matters at least once each year as soon as is feasible after the financial and actuarial information for the Health Benefit Plan as of the end of the plan year is available.

**Par. 5** In no event shall a contribution rate of the Company exceed the lowest contribution rate paid by any other contributor to the Health Benefit Plan for the type of work covered by this Agreement.

## ARTICLE XVIII

### Pension Plan

**Par. 1** The National Elevator Industry, Inc., and the International Union of Elevator Constructors shall continue the Pension Trust Fund known as the "National Elevator Industry Pension Plan," which is administered by a board of eight (8) Trustees, four (4) appointed by the National Elevator Industry, Inc., and four (4) appointed by the International Union of Elevator Constructors. The Board of Trustees have adopted a Declaration of Trust and Plan of Pension Benefits which shall be a part of this Agreement and binding on all parties signatory to this Agreement.

The normal retirement age of the Pension Plan is sixty - five (65) years of age.

**Par. 2** The Plan of Pension Benefits shall be financed by contributions as provided herein. The Company agrees to continue to pay and contribute four dollars and forty six cents (\$4.46) cents for each hour of work performed by all Elevator Constructor Mechanics, Helpers and Apprentices in its employ.

The four dollars and forty six cents (\$4.46) hourly contribution shall increase upon every anniversary of the wage rate change of each Local Union, in accordance with the following (except as modified pursuant to Article V, Paragraph 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
<u>January 1, 2008</u>	<u>\$0.50</u>	<u>\$4.96</u>
<u>January 1, 2009</u>	<u>\$0.50</u>	<u>\$5.46</u>
<u>January 1, 2010</u>	<u>\$0.50</u>	<u>\$5.96</u>
<u>January 1, 2011</u>	<u>\$0.50</u>	<u>\$6.46</u>
<u>January 1, 2012</u>	<u>\$0.50</u>	<u>\$6.96</u>

Payments of said contributions by the Company shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees. However, in no event shall contributions by the Company exceed the lowest contribution paid by any employer contributor to the Pension Plan for the type of work covered by this Agreement performed in the same geographical jurisdiction of a given local.

**Par. 3** Under the terms of this Agreement, including the agreed-upon contribution rate to the Pension Plan, it is the understanding and intention of the parties that the Trustees of the Plan, in fulfilling their duties as Trustees, will operate and administer the Pension Plan in a sound fiscal manner and in accordance with the Agreement and Declaration of Trust. It is the intention of the



parties that the Trustees will annually review the applicable benefit rates of the Plan, and following such review, may increase the benefit rate to a level such that the funding period will be fifteen (15) years or less, so that neither withdrawal liability nor an unfunded vested liability will be created and so that the Plan will remain comfortably in the “green zone” under the rules of the Pension Protection Act of 2006, that is, the Plan will stay outside of “endangered” and “critical” status as defined by the Pension Protection Act. Each year, as soon as feasible after the financial and actuarial information for the Plan as of the last day of the prior Plan Year is available, the Plan actuary shall advise the Trustees with respect to the funding of the Plan, taking into account the criteria set forth in this paragraph.

ARTICLE XVIII(A)

401 (k) Annuity

The National Elevator Industry 401(k) Retirement Plan shall have a provision added to enable the Plan to accept annuity contributions and shall be known as the Elevator Constructors Annuity and 401(k) Plan.

The Plan shall be administered by a board of eight (8) Trustees; four (4) appointed by the International Union of Elevator Constructors and four (4) appointed by the National Elevator Industry, Inc.

The Board of Trustees shall adopt a Declaration of Trust and Plan of Benefits which shall be part of this agreement and binding on all parties signatory to this agreement.

The annuity benefits shall be funded by Employer contributions as follows (except as modified pursuant to Article V, Paragraph 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
<u>January 1, 2008 .....</u>	<u>\$0.25</u>	<u>\$1.85</u>
<u>January 1, 2009 .....</u>	<u>\$0.50</u>	<u>\$2.35</u>
<u>January 1, 2010 .....</u>	<u>\$0.50</u>	<u>\$2.85</u>
<u>January 1, 2011.....</u>	<u>\$0.50</u>	<u>\$3.35</u>
<u>January 1, 2012.....</u>	<u>\$0.50</u>	<u>\$3.85</u>

## ARTICLE XIX

### Educational Fund

**Par. 1** The National Elevator Industry, Inc., and the International Union of Elevator Constructors have established an Education Trust Fund administered by a joint board of trustees. The Educational Trust Fund known as the "National Elevator Industry Education Program" shall provide an apprenticeship program for the education and training of apprentices as well as a continuing education program for elevator mechanics. Such Fund has been established pursuant to and in compliance with the provisions of Section 302 of the Labor - Management Relations Act, as amended.

**Par. 2** The apprenticeship program called for herein shall be for a period of four (4) years and shall in all respects conform to the regulations of the United States Department of Labor and/or applicable state apprenticeship councils governing registered apprenticeship programs. The pattern standards for the apprenticeship program are set forth in the National Guidelines for Apprenticeship Standards and are incorporated herein. Through coordination with the Director of the National Elevator Industry Education Program, local committees consisting of representatives of employers signatory to this agreement and IUEC Local Unions, shall prepare and submit for approval to the applicable state apprenticeship councils such documents as may be necessary to secure registration of the apprenticeship program called for herein. Upon the approval of the parties hereto, such committees may alter the program of apprenticeship set forth in the National Guidelines for Apprenticeship Standards if in their opinion such alterations are called for by applicable state law.

**Par. 3** The Board of Trustees of the Education Trust Fund shall have full authority and discretion to adopt Agreements and Declarations of Trust and educational and training programs which shall become a part of this Agreement and binding on all parties to the Agreement. Individuals, Companies and Local Unions may appeal decisions of a Local Joint Apprenticeship Committee to the Board of Trustees of the Educational Trust Fund which may review, modify or set aside such decision and order relief as appropriate. This provision of this Article shall be effective to the extent permitted by applicable law.

**Par. 4** The National Elevator Industry Education Program shall be financed by contributions by Employers as provided. Upon the effective date of this Agreement the Company agrees to continue to pay and contribute to such Fund fifty -five cents (\$.55) per hour for each hour of work performed by all Elevator Constructor Mechanics, Helpers and Apprentices. The amount of the Company contribution will be as follows (except as modified by Article V, Par. 3):

Effective Date	Amount of Increase	Hourly Contribution Rate
<u>July 9, 2007</u>	<u>\$0.00</u>	<u>\$0.55</u>
<u>January 1, 2008</u>	<u>\$0.00</u>	<u>\$0.55</u>

January 1, 2009	\$0.00	\$0.55
January 1, 2010	\$0.00	\$0.55
January 1, 2011	\$0.00	\$0.55
January 1, 2012	\$0.00	\$0.55

Payment of said contributions shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees. However, in no event shall contributions by the Company exceed the lowest contribution paid by any employer contributor to the Fund.

**Par. 5** It is understood and agreed that if prior to any calendar year the Trustees shall advise the IUEC and NEBA that the amount of the contributions set forth in Par. 4. above are providing more than sufficient funds to finance and maintain the existing education program, then the IUEC and NEBA shall meet to discuss and agree upon whether the amount of the Companies' contributions to the Education Plan should be reduced and the wage rate of Elevator Constructor Mechanics, Helpers and Apprentices increased by the amount of any agreed upon reduction.

It is also understood and agreed that if at any time the Trustees of the Education Plan shall advise the IUEC and NEBA that the Education Plan does not have sufficient funds to maintain the existing education program, then the IUEC and NEBA shall meet to discuss and agree upon whether the amount of the Companies' contributions to the Education Plan shall be increased. In no event shall the Companies' contribution exceed the lowest contribution paid by any employer contributor to the Education Plan.

## ARTICLE XX

### ELEVATOR INDUSTRY WORK PRESERVATION FUND

**Par. 1** The Elevator Industry Work Preservation Fund shall be funded by a contribution of eighteen cents (\$0.18) per hour and continued each year thereafter for each hour of work performed by each employee covered by this Agreement to the Elevator Industry Work Preservation Fund (except as modified by Article V, Par. 3). Except for the transfer of contributions described in Section 5 below, the monies of the Fund shall be at all times segregated from other Union or Employer assets, and shall not be used or controlled by the Union or Employers party to this Agreement, but shall be administered solely by the Trustees and its duly authorized representatives for the purposes permitted.

**Par. 2** The Fund shall be governed by a written Trust Agreement and administered by a Board of Trustees, in accordance with, and so provided in, the governing documents of the Fund and subsequent amendments thereto.

**Par. 3** The assets of the Fund shall be used for any purpose authorized by Section 6(b) of the Labor - Management Cooperation Act of 1978 and Section 302(c)(9) of the Taft Hartley Act, 29 U.S.C. Section 186(c)(9). The Fund shall not be used for any other purpose, including a purpose which is inconsistent with the provisions of this Agreement, or used for the purpose of funding any lobbying effort or participation in any litigation, or administrative proceeding in which the Fund is seeking or supporting a result which is contrary to the interests of any Employer signatory to this Agreement, or used in connection with an organizational campaign to organize any employees of an Employer which is bound by the terms of this Agreement in a job classification other than the classifications of Elevator Constructor Mechanic, Elevator Constructor Helper and Elevator Constructor Apprentice.

**Par. 4** No Employer signatory to this Agreement shall be obligated to provide information to the Union or to the Fund with respect to any matter which the Fund may be reviewing or pursuing or otherwise related to the activities of the Fund, nor shall any Employer signatory to this Agreement be obligated to participate in any of the activities of the Fund in any other manner. The Trustees of the Fund shall not take any action which directly or indirectly changes any of the Articles or intent of this Agreement, nor shall any provision of this Article be construed to change the meaning or intent of any other Article of this Agreement.

**Par. 5** Contributions to the Elevator Industry Work Preservation Fund will be reported on and transferred on a monthly basis using the Monthly Remittance Report to the National Elevator Industry Benefit Funds (NEIBF), which will in turn segregate and deposit the contributions to the Work Preservation Fund in that Fund's separate account.

## ARTICLE XXI

### Payment for Lost or Stolen Tools

**Par. 1** The Company agrees that they should make every effort to provide a reasonably safe place for tools and likewise the employee shall make every effort to protect not only his own tools but also to protect the Company tools. The Company and the local union agree to jointly reimburse Elevator Constructor Mechanics, Elevator Constructor Helpers and Elevator Constructor Apprentices for tools lost on the job or stolen while in transit or stolen from any vehicle being used by the employee on the following basis:

a) Up to a maximum claim of \$200, the Company will pay 75% and the local union will pay 25%.

b) On claims of more than \$200, the local union will pay \$50 with the remainder, up to a maximum of \$900, paid by the Company.

Alternatively, the Company may elect to list those tools which its employees are required to utilize. In that event the Company shall not be required to reimburse its employees for other than those tools it shall require.

Actual receipts for replacement tools must be submitted, in either case, to the local union and the Company by the Employee claiming the loss before reimbursement can be authorized. The local union and the Company reserve the right to inspect replacement tools.

## ARTICLE XXI (A)

### Metric Tools

When and if the Company requires the use of metric tools by an employee in the course of his employment, the Company agrees, upon receipt from the employee, to reimburse the employee for all tools required or to provide such tools, at the Company's option.

## ARTICLE XXII

### Hiring, Layoffs and Transfers

**Par. 1** In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of employment of applicants and of preventing discrimination because of age, citizenship, disability, race, color, creed, sex, religion or national origin, the parties hereto agree to the following system of employment:

(a) The Union shall establish, maintain and keep current an open list for the employment of workmen qualified to perform the duties required. Such list shall be established, maintained and kept current on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, Union By-Laws, regulations or constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. Upon request such list shall be made available to the Company for inspection. An employee who does not meet the requirements set forth in the Substance Abuse Program will be deemed unqualified and not placed on any list for referral or referred out to any company.

(b) The Company shall hire experienced Mechanics, Helpers and Apprentices who permanently live in the area, are seeking employment and are qualified to perform the work required by the Company before hiring a transient employee or a new inexperienced employee. An employee shall be considered a transient until he makes a showing that he is permanently changing his home and residing in the territorial jurisdiction of the local with which he has registered for referral. The employee shall verify the change by providing to the local, a motor vehicle registration and drivers license with the new address. The employee shall send the change of address to the International in order to be registered with the local for referral. Provided the foregoing criteria are met, an employee's status as a transient shall continue for a period of six (6) months from the time he has registered with the local. When hiring an experienced mechanic, helper or apprentice the Company shall use the Union as the first source of applicants for employment. Upon the Company's request, the Union shall refer, on the basis set forth hereinafter, such an applicant within a period of 72 hours after such request, exclusive of Saturdays and Sundays. When seeking Apprentice applicants, the Company will utilize the list provided by the Local Joint Apprenticeship Committee. If the Union or JAC fails to refer qualified workmen within the specified period the Company may obtain workmen from any other available source. The Company has the

right to reject any and all applicants referred to it by the Union. The Company, where requested by the Union, shall give, in writing, the reason for any rejection. It is further understood and agreed that if any workman is continually rejected by the Company within a local union's jurisdiction or if the Company, as a matter of practice, repeatedly rejects applicants referred by the Union, the local union Business Representative or the Company may submit the matter of rejection to the designated Company Labor Relations Representative and IUEC Regional Director. Failing agreement, the matter may be referred to the National Arbitration Committee under Article XV. The Company Labor relations Representative and IUEC Regional Director, National Arbitration Committee or the impartial arbitrator shall have authority to decide the matter and impose an appropriate remedy. If they find that the continued rejection of a particular workman was justified, the appropriate remedy may include directing the removal of the named workman from the list for a period of time. If they find that the Company has unreasonably or discriminatorily exercised its right of rejection, the appropriate remedy may include directing that the Company not have a right of exercising his right of rejection for a period of time.

(c) The Union shall refer to the Company only workmen whose names appear on the open employment list and in so doing shall be governed by the following criteria:

(1) If the Company requests by name from the open employment list a particular workman previously employed by the Company, who permanently lives in the area, that workman shall be referred by the Union to the Company unless the workman is unwilling to accept employment with the Company.

(2) If the Company requests by name from the open employment list a particular work - man who has not previously been employed by the Company, who permanently lives in the area, that workman shall be referred by the Union to the Company unless the workman is unwilling to accept employment with the Company.

(3) When hiring an experienced Apprentice from the local open employment list, the Company will first hire those classified as fourth year Apprentices whose names appear on the open employment list. Thereafter, the Company may select and hire or reemploy any Apprentice. However, at its sole discretion, the Company may select and rehire or reemploy any Apprentice who has previously worked for the Company during the immediately preceding twelve- month period, irrespective of the availability of any fourth year Apprentice.

(4) In the event the General President of the IUEC shall be of the opinion that a severe unemployment situation exists in any local's jurisdiction, he shall contact the NEBA Executive Director and confer with him as to the problem and possible resolutions. Failing agreement the matter may be submitted to the impartial arbitrator as provided under Article XV. An agreement as to resolution of the problem between the General President of the IUEC and the NEBA Executive Director or the decision of the arbitrator may modify the provisions of subparagraph (1) and (2) above as may be deemed necessary under the circumstances.

(d) All Employment Practice provisions are to be posted in the Union Hall and in the Company's Personnel Office.



(e) As soon as practical the General President of the IUEC shall review all locals of the Union where there is a part - time Business Representative for the purpose of determining whether such Business Representative is able to establish and maintain an open employment list and to operate the procedures in this Article in a satisfactory manner. He shall then advise the NEBA Executive Director as to such determination and if there is any disagreement, they shall endeavor to resolve the matter. Failing agreement, the matter may be submitted to the impartial arbitrator provided under Article XV.

**Par.2** Applicants for apprenticeship shall be evaluated and ranked in accordance with the selection procedures contained in the pattern affirmative action plan set forth in the National Guidelines for Apprenticeship Standards, as they may be amended from time to time, or such similar procedures adopted to conform to applicable state laws or regulations, by local committees consisting of representatives of IUEC Local Unions and Employers signatory to this collective bargaining agreement. Employers seeking new employees shall contact the appropriate local committee for dispatch of an Apprentice in accordance with that committee's referral procedures. The Local Union and the Companies are entitled to a copy of the complete ranked applicant list. If applicants for Apprenticeship are not referred from the Apprentice applicant list, the Employer may obtain Apprentices from any other available source.

**Par. 3** When an Employer makes layoffs, the probationary apprentice will be laid off first; thereafter, any transient helper, then any transient apprentice, followed by any helper who permanently lives in the area; thereafter, a first year apprentice; thereafter, a second year apprentice; thereafter, a third year apprentice and thereafter, a fourth year apprentice. The employer will determine the order of lay off in each classification. Employees laid off shall be paid at the next weekly payroll period following the layoff.

The temporary mechanic shall be set back in the same order as mentioned in Article X, Par.4 prior to layoff of a transient mechanic, not including temporary transfers referred to in paragraph (4) below, and lastly those mechanics who permanently live in the area will be laid off.

**Par. 4** The Company shall have the right to transfer temporarily from one local union's jurisdiction to another, key mechanics (such as adjustor, certified welder, mechanic - in - charge, experienced escalator mechanic, mechanic trained to handle special equipment such as hydro drilling equipment, mechanic required to train or orient other employees in that local union's jurisdiction as to the Company's equipment, mechanic transferred temporarily to open an office). A mechanic - in - charge is only on a construction or modernization job where there are four (4) or more Elevator Constructors including the mechanic - in - charge. In addition, where the Company does not have a regular work force, the Company shall have the right to transfer mechanics temporarily on a one - to - one basis in the case of two (2) man jobs up to a maximum of three (3) such jobs at any given time. It is understood that the foregoing limitations shall not be applicable where there are no qualified mechanics available in the local union. Mechanics temporarily transferred under the above provisions may remain in the area only until completion of their work on the particular job for which they have been transferred.

The Company and the IUEC shall mutually decide upon what is a regular work force as used in this Par. 4 and that decision shall become incorporated in and a part of this Agreement.

**Par. 5** Where the Company is opening a new office in one local union's jurisdiction they may permanently transfer one mechanic from the jurisdiction of another local union to start the new office provided they have advised the Business Representative in advance of the transfer. The Company may permanently transfer an employee from one local union to work in the jurisdiction of another local union subject to the following conditions:

(a) Prior notice shall be given to the International Union.

(b) The Company shall consider the following factors in reaching a decision to transfer such an employee:

1. The availability of qualified personnel in the other local union.

2. The business necessity for such a transfer and other relevant considerations.

(c) The Company shall not permanently transfer any employee for the purpose of circumventing an expense agreement.

(d) Any dispute concerning such a transfer shall be subject to the grievance and arbitration procedure herein.

(e) It is understood and agreed that prior to terminating an employee for unsatisfactory performance who is to be replaced under this paragraph or any other employee, the Company will give a written warning to the employee with a copy to the Business Representative in order that the employee be given an opportunity to improve his work performance. Such a termination may be submitted as a grievance to the National Arbitration Committee as provided under Article XV as a final source of appeal.

**Par. 6** Whenever a building owner or other customer of the Employer requires persons working on its premises to provide personal identification as a condition of entering or working on the premises, the Employer will provide the employee with such identification for use on such jobs which will not contain the employee's Social Security, driver's license or any other personal identification numbers of the employee.

## **ARTICLE XXIII**

### **Scope and Terms of Agreement**

**Par. 1** This Agreement shall be binding upon all Employers and the local unions which are named in the attached lists. This Agreement shall be incorporated in and become a part of any Agreement entered into between the Employers and the local unions of the International Union and no local Agreements between the Employers and local unions shall be made changing this Agreement except as herein provided for in Article XXVI. No local union shall, through its by - laws, constitution, or otherwise, change any of the Articles or intent of this Agreement. Nor shall the Employers make any rules or issue any instructions that are contrary to this Agreement.

This Agreement defines the entire relationship between the parties for the term of this Agreement and, except as herein specifically provided for, neither party shall during the term of this Agreement have any obligation to bargain with respect to any matter not covered by this Agreement nor concerning any change or addition hereto.

## **ARTICLE XXIV**

### **Re - Opening Clause**

**Par. 1** NEBA and the Union agree that if the Labor Management Relations Act of 1947 is repealed, modified or amended in any respect, the Union and NEBA agree that upon service of a thirty (30) days notice by either party, this contract may be reopened for negotiation dealing with Union security or secondary strikes, that will be covered by the repeal, modification or amendment of that Act.

## **ARTICLE XXV**

### **Termination of Agreement**

**Par. 1** This Agreement shall become effective on the Ninth day of July 2007, and shall terminate at midnight on the Eighth day of July 2012.

## ARTICLE XXVI

### Local Option

**Par. 1** It is agreed between the Company and the Union that in order to more effectively compete or to address other local conditions to benefit the entire elevator industry, it is permissible for any local union to negotiate special conditions with the Company for the following classes of work, except that the wage rate as determined by Article V of this Agreement may not be changed:

1. Modernization Work
2. General Repairs
3. Contract Service
4. Construction Work

Special conditions include but are not restricted to such items as terms associated with Local Transportation and Expense Agreements, work jurisdiction associated with Article IV of this Agreement, staffing, premium rates of pay, shift work or working hours on Modernization, Construction, Repair and Contract Service. In the case of Contract Service, special conditions shall also include problems arising because of areas where an employee's physical well-being may be in jeopardy.

**Par. 2** The above mentioned special conditions shall be negotiated by a Committee of two (2) Representatives from the local Union, one (1) International Representative and three (3) Representatives from the Company and their decisions shall be binding on both parties.

**Par. 3** Agreement on special conditions shall continue as long as satisfactory to both parties, but no change shall be made more often than six (6) months except that changes in construction working hours may be changed more often if mutually agreed. Sixty (60) days notice in writing shall be given by the party desiring such changes and such written notice shall constitute cause for a meeting of both parties.

**Par. 4** Both parties commit to making an earnest effort to reach an agreement, however, when the Local Union Representative and the Company's designated representative are unable to resolve a dispute over changes in the Local Option Agreement as provided in this Article, either party may request the General President of the IUEC and the NEBA Executive Director to review, make recommendations or issue guidelines to resolve the dispute.

## ARTICLE XXVII

### Reporting Time, Subpoenaed Witnesses, Uniforms

**Par. 1** Whenever a Mechanic, Helper or Apprentice covered by this Agreement reports to work on a construction, service or maintenance job on request of the Company and there is no work available, except for reasons beyond the control of the Company, the employee shall receive two hours pay at straight time rates.

**Par. 2** Any employee who is covered by this Agreement who is subpoenaed to court by the Company or by the Company's Counsel shall be paid for all time at the straight time hourly wage rate, fringe benefits, and all reasonable expenses.

**Par. 3** When required by the Company, Elevator Constructor Mechanics, Helpers and Apprentices shall wear uniforms bearing the Company's name and/or trademark. Such uniforms shall be furnished by the Company at no cost to the employee.

**Par. 4** Whenever the Company asks an employee to work with cleaning solvents or other materials and substances that pose a risk to life or health, the Company will first advise the employee of the risks and train the employee in proper use or handling of the materials and substances. The contents of all such materials and substances and their possible risks and adverse effects shall be clearly marked on their containers. Suitable protective clothing and equipment must be provided to employees handling such materials and substances.

IN WITNESS WHEREOF, the parties hereunder have set forth their hand and seal on the date stated above.

National Elevator Bargaining Association

By: \_\_\_\_\_

E. James Walker

By: \_\_\_\_\_

Henry P. Bechard

By: \_\_\_\_\_

Michael Shields

By: \_\_\_\_\_

Joseph Zaffuto

Employer Members  
of  
National Elevator Bargaining Association

KONE Inc.

One Kone Court

Moline, IL 61265

Otis Elevator Company

One Farm Springs Road

Farmington, CT 06032

Schindler Elevator Corporation

20 Whippany Road

Morristown, NJ 07960-4539

**INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS**

By:

Dana A. Brigham,  
General President

Timothy R. Smith,  
Assistant General President

Kevin P. Stringer,  
General Secretary - Treasurer

Mike Avery,  
Labor Committee

James K. Bender II,  
Labor Committee

Bernie F. Carey,  
Labor Committee

Dale E. Coalmer,  
Labor Committee

Michael J. Langer,  
Labor Committee

Patrick J. McGarvey,  
Labor Committee

Larry J. McGann,  
Regional Director

William R. Johnston, Jr.,  
Secretary-Treasurer, IUEC Local #5

R. Allen Spears  
National Coordinator, EIWPF



**LOCAL UNIONS  
OF  
INTERNATIONAL UNION OF  
ELEVATOR CONSTRUCTORS**

Local No. 1, New York, NY  
Local No. 2, Chicago, IL  
Local No. 3, St. Louis, MO  
Local No. 4, Boston, MA  
Local No. 5, Philadelphia, PA  
Local No. 6, Pittsburgh, PA  
Local No. 7, Baltimore, MD  
Local No. 8, San Francisco, CA  
Local No. 9, Minneapolis, MN  
Local No. 10, Washington, DC  
Local No. 11, Cincinnati, OH  
Local No. 12, Kansas City, MO  
Local No. 14, Buffalo, NY  
Local No. 15, Milwaukee, WI  
Local No. 16, New Orleans, LA  
Local No. 17, Cleveland, OH  
Local No. 18, Los Angeles, CA  
Local No. 19, Seattle, WA  
Local No. 20, Louisville, KY  
Local No. 21, Dallas/Fort Worth, TX  
Local No. 23, Portland, OR  
Local No. 24, Birmingham, AL  
Local No. 25, Denver, CO  
Local No. 27, Rochester, NY  
Local No. 28, Omaha & Lincoln, NE and Council Bluffs, IA  
Local No. 30, Memphis, TN  
Local No. 31, Houston, TX  
Local No. 32, Atlanta, GA  
Local No. 33, Des Moines, IA  
Local No. 34, Indianapolis, IN  
Local No. 35, Albany, NY  
Local No. 36, Detroit, MI  
Local No. 37, Columbus, OH  
Local No. 38, Salt Lake City, UT  
Local No. 39, Providence, RI  
Local No. 41, Springfield, MA  
Local No. 44, Toledo, OH  
Local No. 45, Akron, OH

Local No. 48, Charleston, WV  
Local No. 49, Jacksonville, FL  
Local No. 51, Richmond, VA  
Local No. 52, Norfolk, VA  
Local No. 55, Peoria, IL  
Local No. 59, Harrisburg, PA  
Local No. 62, Syracuse, NY  
Local No. 63, Oklahoma City, OK  
Local No. 71, Miami, FL  
Local No. 74, Tampa, FL  
Local No. 79, Little Rock, AR  
Local No. 80, Greensboro, NC  
Local No. 81, San Antonio, TX  
Local No. 83, Tulsa, OK  
Local No. 84, Reading - Scranton, PA  
Local No. 85, Lansing, MI  
Local No. 91, New Haven, CT  
Local No. 93, Nashville, TN  
Local No. 124, Mobile, AL  
Local No. 126, Honolulu, HI  
Local No. 131, Albuquerque, NM  
Local No. 132, Madison, WI  
Local No. 133, Austin, TX  
Local No. 135, Charlotte, NC  
Local No. 138, Poughkeepsie, NY  
Local No. 139, Orlando, FL  
Local No. 140, Phoenix - Tucson, AZ

**APPENDIX A**  
**Decisions of the Joint Industry Committee**

The following decisions of the Joint Industry Committee were included as Appendix A to the Standard Agreement between NEII and the IUEC which expired on July 8, 2002. NEBA and the Union recognize these decisions as binding during the term of the present Agreement, except to the extent any of these decisions are in conflict with changes made to Article IV or Article IV (A) during negotiations for the present Agreement.

**1. Wiring of Car Stations**

After due consideration of all the information that the Executive Board could gather, back as far as 1948, it was the decision of the Board that the Manufacturers be permitted to do the internal wiring in the car stations to a terminal block within the car station.

**2. Pre - Drilled Overhead Beams**

Decision arrived at was that Otis would refrain from drilling holes on the bottom flange of the eye beam used to support the deflector sheave as soon as it was possible to stop the production line.

**3. Pre - Wiring of Controllers**

On the protest registered over the pre-wiring of controllers, the employers agreed that the pre-wiring of cross connections on controllers would be discontinued and in the future, auxiliary panels would go out without any leads for any wiring on them.

The employers further agreed that there would be no objection to a local removing the wiring, and replacing it, until the situation is corrected.

**4. Multi - Wire Cable**

The ruling of the Board was that the use of multi wire cable has become prevalent throughout the Industry and they can find no objection to its use.

**5. Key Hole Slots**

A review of past decisions and precedent established the fact that it had been previously agreed that key hole slots provided in car and/or landing doors are not a violation of Article IV of the Standard Agreement.

Also, it is found that it had previously been agreed that holes provided in the factory for mounting of interlocks, safety edges, detectors and photocells, are not a violation of Article IV of the Standard Agreement.

When Door Closer arms, lazy arms, or relating arms are fastened to the doors by means of drilled and/or tapped holes on the door such drilling and tapping shall be done in the field by Elevator Constructors. In cases where doors are delivered to the job site, pre - drilled or tapped for such devices as referred to in this paragraph, doors will not be installed until a satisfactory settlement between the employer and the Union is made.

**6. Escalators**

It is agreed that the escalator truss or parts of truss may be used as a shipping container for escalator components, such as tracks, sprockets, etc. Such components shall be secured within the truss with only sufficient fastenings to provide safe transit and shall not be permanently aligned.

It shall not be a requirement that tracks be removed from the truss prior to final alignment.

Connections between the straight inclined track system and the upper and lower end curved track systems shall be made in the field by Elevator Constructors.

Upper and lower sprockets or carriages are to be installed in the field by Elevator Constructors. See Article IV, Par. 2, Item C for additional information.

**7. Extended Wiring On Controllers**

Controllers are not to be shipped from the factory with extended wiring attached thereto.

In the case of escalator controllers, because of limited space available, extended wiring in the form of cables or separate wires may be connected at one end to the controller in the factory provided, however, that the other end of such extended wiring is not prepared for connections.

**8 Plug - in Connections Door Protection**

Prepared plug - in connections for door protection devices such as furnished on the photobell protection device is not a violation of Article IV of the Standard Agreement.

**9. DMR Plug - in Connection**

The plug connection presently being used on the DMR Regulating Unit will be discontinued. Factory installed wires leading out of the regulator shall have the loose ends unprepared for field connection by the Elevator Constructor.

It is agreed that the employer will use up present stock of regulators equipped with plugs. However, any regulators installed on new jobs after July 1, 1964, will be prepared as described in the above paragraph.

**10. Car Door Operators**

Haughton Type 'T' and 'TH' and Westinghouse Type 'E' and other similar car door operators shall have the external wiring to the motor and the door or gate contact installed in the field by Elevator Constructors.

**11. Wood Flooring**

When wood flooring on elevator platforms, including stage lifts, organ consoles and orchestra elevators, is to be installed in the field the work shall be done by Elevator Constructors.

**12. Door Operators**

(1) The pattern for the Industry, for shipping door operators would be based on the practice in existence at the time of the Joint Industry Committee's decision of December 12, 1963.

(2) As a guide for present and future Joint Industry Committees, it was determined that the following Exhibits would be used to settle any future dispute relative to the shipping of door operators and would be construed as examples of the practice in existence in December 9 - 12, 1963.

Exhibit 'A' (Haughton 'T' Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'B' (Haughton 'TH' Two - speed Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'C' (Haughton 'TH' Center - opening Operator as per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the gate switch shall be removed.

Exhibit 'D' (Westinghouse 'E' Line Operator as per photo 500581A, dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors and the magnetic locks shall be removed.

Exhibit 'E' (Dover Operator per photo dated 12/13/67)

Operators may be shipped as per this Exhibit except all external wiring, all greenfield, all greenfield connectors, the gate switch and the cams to actuate the safety edges shall be removed.

**13. Pre - Assembling of Machine to Machine Beams (Armor Elevator Co.)**

It was agreed by the Joint Industry Committee that the Armor Elevator Company is in violation of Article IV, Paragraph 2, sub - item "g" of the Standard Agreement by the method of pre - assembling the machine to the machine beams and the pre - drilling of the governor mounting plate.

**14. Holes Drilled in the Factory for the Mounting of Sight Guards**

shall not be considered a violation of Article IV of the Standard Agreement. The installation (and tapping if required), shall be done in the field by Elevator Constructors.

**15. Type M Hoistway Door Track Assembly (Haughton Elevator Company)**

It was mutually agreed that the spirator would be removed and that the pre - drilling and tapping was covered by Decision #1 of the Joint Industry Committee dated December 12, 1963.

**16. Pre - Fastening Booster or Blocking Beams to Machine Beams (General Elevator Company of Baltimore)**

The Joint Industry Committee finds that General Elevator of Baltimore method of pre - fastening booster or blocking beams, as established and shown on Exhibit 'A' entitled "Standard Machine Beam Detail with Booster Beam" dated May 7, 1968 is not a violation of Article IV.

**17. Dover Leveling Switches**

Dover Leveling Switches, as they are now constructed, are not a violation of the Standard Agreement.

**18. Westinghouse and Otis Basement Machines**

Westinghouse Basement Type #28 Geared Machine with deflector sheave attached as per DS Sheet 274D and Otis Basement Type 16BT machine with attached deflector sheave as per sheet 6588G are not in violation of Article IV of the Standard Agreement.

**19. Top Emergency Exit Switches (Otis)**

It was agreed that the switch could be removed in the field and remounted.

**20. Otis Integral Hanger**

That the primary function and responsibility of both the Union and the Industry is to assure a safe, reliable and workmanlike installation as regard door equipment. The employers agree that they cannot object to the dismantling of components if such becomes necessary to accomplish this.

(It continues:) There has been some question on interpretation of this clause, therefore, it has been agreed that the application of this decision requires that the mechanic - in - charge use his discretion with regard to removal of the hanger bar to accomplish the stated objective. Management supervisors should not be critical or attempt to penalize the mechanic for using such discretion but if he questions the decision, it should be adjusted between the Construction Manager and the Local Business Representative.

At the 1954 meeting of the International Executive Board and the Manufacturers' Labor Committee, it was mutually agreed that:

The Executive Board believes that when Article IV, Paragraph 8, that states "NO restrictions shall be imposed as to methods, tools, or equipment used" was written in the Standard Agreement, neither party, at the time, had in mind lethal tools, therefore; we believe the members of the International Union have a perfect right to refuse to use explosive powered tools.

**21. Cargo Masters 500 lbs. up to 1000 lbs.**

All door assembly units must be removed before installation of car.

Pre - wiring of Cargo Master to be limited to door and ejector operation.

Ejector unit must be shipped separately.

The above conditions apply specifically to the Cargo Master with a capacity of 500 lbs. to 1000 lbs. as manufactured by Guilbert, Inc., and are not to be applied to the D/W provision of Article IV, Paragraph 3, Item 3, of the Standard Agreement.

**22. Procedure For One Man Pressure Relief Valve Test**

At a meeting of the National Arbitration Committee held on February 8, 1984, at the Sheraton Bal Harbour, Bal Harbour, Florida, it was jointly agreed that pressure relief valve test work may be performed by one mechanic so long as the following procedure is followed:

Item 1. The elevator must be equipped with a quick release coupling to which a pressure gauge could be connected.

Item 2. The Elevator Constructor mechanic is to be supplied with a temporary run button (the cable is to be of a length which would permit the Elevator Constructor to position himself outside of the machine room or the hoistway while performing the test).

Item 3. With the elevator at the top floor, doors closed, shut off the main line disconnect.

Item 4. Disconnect one wire, which places the elevator on inspection, add one jumper on the directional limit, one jumper on the final limit, and connect the temporary run button to the appropriate terminals.

Item 5. Connect the pressure gauge to the quick release coupling.

Item 6. Put in the main line disconnect and position yourself outside of the machine room and/or hoistway and using the temporary run button, run the elevator up against the stop ring until you observe (hear) the bypass valve open.

Item 7. After checking the pressure gauge the mechanic is to open the bottom hoistway door and observe the cylinder and pipe for possible damage or leakage.

Item 8. If damage has occurred it will be repaired in the normal manner using a repair crew.

Item 9. The car will then be restored to normal service and observed as it runs the first few trips.

Dana Brigham, General President  
International Union of Elevator Constructors  
7154 Columbia Gateway Drive  
Columbia, MD 21046

Dear Mr. Brigham:

This is to confirm the understanding and agreement reached at the recent contract negotiations between NEBA and the Union.

It is understood and agreed that where a man has worked for more than one company and has worked at least 1750 hours entitles him to the minimum vacation pay guaranteed by Article XII. The obligation to pay minimum Vacation Pay shall be prorated between all the companies for whom the man worked based upon the hours the man worked for each company. The determination regarding a proration shall be made as of the end of the Vacation year December 31.

Very truly yours,  
E. James Walker

**AGREED:**  
Dana Brigham



Mr. Dana Brigham, General President  
International Union of Elevator Constructors  
7154 Columbia Gateway Drive  
Columbia, MD 21046

Dear Mr. Brigham:

At our recent contract negotiations the parties agreed that effective July 9, 2002 as part of the Company Management Training Program, the Company shall have the right to work up to twelve (12) salaried non - bargaining unit employees per year as Temporary Helpers for a total of three to eighteen months duration each with no more than one working per local per year; for which it shall pay \$1800.00 per person to the local union and \$180.00 per person to the International Union. The International shall be notified as to the names of the trainees and the location of their assignments.

Very truly yours,  
E. James Walker

**AGREED:**  
Dana Brigham

Dana Brigham, General President  
International Union of Elevator Constructors  
7154 Columbia Gateway Drive  
Columbia, MD 21046

Dear Mr. Brigham;

This is to confirm the understanding and agreement reached at the recent contract negotiations between NEBA and the Union, that the International Union of Elevator Constructors will hold the Company harmless in the event of administrative proceedings, arbitrations or litigations involving the applicability and/or enforcement of Article III, Par. 3.

Very truly yours,  
E. James Walker

**AGREED:**  
Dana Brigham

## MEMORANDUM OF AGREEMENT

This will confirm that during the negotiations for the collective bargaining agreement between NEBA and the IUEC to be effective July 9, 2007, the parties agreed to the following:

a) In the event that the Company experiences difficulties with employee response to emergency overtime call-backs in any local office, the Company shall inform the local union and the local union shall cooperate with the Company in establishing a call back system. In the event the Company and the local union cannot agree on the establishment of the call back system the Company and the IUEC shall establish a call back system.

b) Employees on contract service shall be required to carry and use beepers or any other designated communication devices that permit them to be contacted and informed of an emergency call while the employee is on the way to work at the beginning of the workday and while the employee is on the way home from work at the end of the workday.

**AGREED:**  
Dana Brigham

**AGREED**  
E. James Walker

**TRADE SECRET AGREEMENT**

During the term of my employment with the Company and thereafter, I will refrain from disclosing to other persons or entities, except with the Company's consent and for the Company's benefit during the course of such employment, any trade secrets or confidential information of the Company.

I will deliver to or leave with the Company all written and other materials containing The Company's trade secret, confidential, or proprietary information upon termination of my employment.

I acknowledge receipt of an executed copy of this agreement

By: \_\_\_\_\_  
Employee signature                      Print name

Date

By: \_\_\_\_\_  
For the Company

Mr. Dana Brigham, General President  
International Union of Elevator Constructors  
7154 Columbia Gateway Drive  
Columbia, MD 21046

Dear Mr. Brigham:

This will confirm the understanding reached during the recent contract negotiations concerning holidays that fall on Saturday or Sunday and that are celebrated on Friday or Monday, respectively.

The Union agrees that the Employer has an obligation to provide contract service to some of its customers on these Friday or Monday holidays. The Union further agrees that to provide such service it must require contract service employees to work on such days. It is agreed that the Employer shall have the right to schedule employees to work on such days in sufficient numbers needed to perform such work. The Employer agrees that it will make every effort to consider the desires of its employees when employees are scheduled to work such days.

Very truly yours,  
E. James Walker

**AGREED:**  
Dana Brigham

Dear Mr. Walker:

All new hires hired after July 8, 1997 will be classified as probationary apprentices.

This is to confirm our understanding and agreement that any individual with an industry date prior to July 9, 1997, who is still a helper as of the effective date of our new agreement, will receive 70% of Mechanic's rate, plus fringe benefit and will remain at that rate until such time as he is qualified and meets the requirements as a fourth year apprentice.

AGREED:

Dana Brigham

AGREED:

E. James Walker

Mr. Dana Brigham, General President  
International Union of Elevator Constructors  
7154 Columbia Gateway Drive  
Columbia, MD 21046

Dear Mr. Brigham:

This letter will confirm the transfer policy between the primary and subprimary of the newly merged locals will be as follows:

- a) Each merged local becomes a subprimary of the local with which it was merged.
- b) The current employees form the permanent bench in each subprimary and primary.
- c) The current expense Agreement in each affected local will remain in effect until replaced by a new expense Agreement negotiated between NEBA and the IUEC.
- d) An employee sent from the primary to the subprimary, or vice versa, on a temporary basis will be paid expenses as required by his/her permanent base expense Agreement.
- e) An employee who is transferred on a permanent basis from the primary to the subprimary, or vice versa, and this assignment does not require a household move shall receive four (4) weeks per diem from his/her old location expense Agreement, thereafter he/she is a permanent employee in the new location.
- f) An employee who is transferred on a permanent basis from the primary to the subprimary, or vice versa, and does require a household move shall receive six (6) weeks per diem from his/her old location expense Agreement, thereafter he/she is a permanent employee in the new location.
- g) When a person on the bench is hired in the primary and/or subprimary he/she shall be used in the new location by application of paragraphs (d), (e), or (f) above.
- h) When an employee is permanently transferred as outlined in paragraphs (e) and (f) above, he/she is guaranteed a total of six (6) months employment in the new location or he/she will be paid per diem for the entire period less the per diem already paid.

This provision (h) does not apply if the employee is discharged for cause.

Very truly yours,  
E. James Walker

**AGREED:**  
Dana Brigham

Letter of Understanding

The parties agree that no Local Joint Apprenticeship Committee may implement any rule that conflicts with any language of the Collective Bargaining Agreement.

For NEBA \_\_\_\_\_

For the Union

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Mr. Dana Brigham, General President  
International Union of Elevator Constructors  
7154 Columbia Gateway Drive  
Columbia, MD 21046

Dear Mr. Brigham:

This will confirm the understanding reached during our recent negotiations concerning local unions that may be merged or dissolved by the International Union of Elevator Constructors (IUEC) after January 1, 1992 and until the termination of the Agreement that will expire on July 8, 2012. NEBA agrees to meet and discuss the effects of such mergers on a local by local basis. Such discussions shall include but are not limited to hiring, expense agreements and open territory between the merged locals.

There shall be no change in any term or condition of employment under the Agreement or any local expense agreement until such time as the parties reach a mutual agreement as to such changes.

It is further agreed that such discussions are to begin as expeditiously as possible following the conclusion of negotiations for a new Agreement.

Very truly yours,  
E. James Walker

**AGREED:**  
Dana Brigham

## Merged Locals

Due to the wage disparity created by merging the following locals, for the benefit of both the Employer and the IUEC, we will use the language in the letter confirming the transfer policy between the Primary and Sub-Primary of the newly merged locals contained in this Agreement. Using the increase schedule that we have provided, parity will be achieved for all of the merged locals within two (2) years.

Receiving Local	Merged Local	Percentage of Parity	1st Wage Increase	2nd Wage Increase	3rd Wage Increase	4th Wage Increase	5th Wage Increase
93	64	96.60%	98%	100%			

Mr. Dana Brigham, General President  
International Union of Elevator Constructors  
7154 Columbia Gateway Drive  
Columbia, MD 21046

Re: Letter of Agreement

Dear Dana:

This memorandum details the agreement between the parties concerning potential conflicts between the Company's Alcohol and Drug Policy and those policies provided by customers as a precondition for securing contracts for the Company.

The Company will continue its practice of applying good faith efforts to apply its own policy. Should these efforts be unsuccessful and a customer insists on implementation of their own policy, the Company may institute such policies to the extent necessary to obtain the work.

Good faith efforts by the Company to avoid using the customer's policy will include:

1. Advising the customer that the Company has agreed with the IUEC to a comprehensive company wide policy that addresses the maintenance of a safe and healthy work environment for its employees, and that it does not wish to apply any additional or different regulations.
2. If written confirmation of the company's position fails to change the customer's position, the Company will attempt to obtain customer approval to as much of its policy as possible.
3. If the customer insists on the complete substitution of its policy for the Company's policy, the Company shall then seek volunteers to man said jobs.
4. The Company will not discipline, discharge or lay off employees solely due to their refusal to volunteer. However, such employees may be laid off if there is not sufficient other work to which they may be assigned.
5. The IUEC recognizes the importance of securing adequate volunteers and will cooperate in assisting in efforts to secure them.

This agreement shall remain in effect for one year unless extended in writing by the parties.

**AGREED:**

E. James Walker

Memorandum of Understanding

Except as otherwise agreed to by the parties, the terms of all agreements between the International Union of Elevator Constructors and/or its local Unions and the National Elevator Bargaining Association and its member Companies, including but not limited to local expense and local option agreements, that are in existence on the effective date of this Agreement shall continue in effect unless inconsistent with or superseded by this Agreement in which case the terms of this Agreement prevail.

AGREED:

Dana A. Brigham

AGREED:

E. James Walker

## SUBSTANCE ABUSE

**Par. 1** In order to eliminate substance abuse in the workplace; to assist employees with substance abuse related illnesses, to have a safe workplace and efficient work-force. Such Substance Abuse Program shall be subject to the conditions set forth in this Article.

**Par. 2** There shall be no random testing for drugs or alcohol for any reason other than stated in Paragraph 6. An employee who refuses to submit to random testing of any kind, for reasons other than stated in Paragraph 6, shall not be disciplined, nor shall that employee be refused access to the jobsite.

**Par. 3** Testing may be performed on new-hire applicants for employment as a condition of employment prior to placing them on the payroll. The employer shall have the right to require a drug test for any referral for employment if such referral has not worked for that employer within the past 12 months.

Testing of referrals will be considered a part of the employer's pre-employment process. The referral will be employed while the employer is awaiting the return of the test results. If the test result is positive, subject to paragraph 5, the employer has no responsibility to that referral and may terminate the referral without consequence. However, said individual shall become eligible for employment in the industry at such time that the individual complies with a recognized rehabilitation or counseling program under this Substance Abuse Policy.

**Par. 4** An employee may be tested when probable cause exists to believe that the employee is impaired on the job. Probable cause will be deemed to exist under the following circumstances:

(a) The employee's conduct or actions indicating alleged impairment shall be observed by one supervisor on the jobsite and confirmed by a second supervisor whenever possible. The supervisor(s) shall record their observations in writing stating the date, time, length of observation, jobsite and actions of the employee which they believe constitute drug or alcohol impairment. Such statements shall be signed; and

(b) A determination is made that the employee's conduct is symptomatic of alcohol or drug impairment by an independent physician or health care

professional qualified to make such a determination, following a consultation with the employee. The physician or health care professional shall be of the Employer's choosing and the cost of such consultation and determination shall be borne by the Employer if it is not covered by applicable insurance; or

(c) Any employee involved in an accident which results in professional medical treatment or damage to company property will be required to submit to a test for the presence of alcohol or drugs. This requirement will be waived when the injury or accident was solely the result of a third party's action, or where it can be determined that drugs or alcohol were not a contributing factor.

Par. 5 An employee who is properly requested to undergo testing in accordance with the minimum procedures set forth in paragraph 4 above shall be tested within 24 hours. If the employee refuses, the employee is subject to disciplinary action up to and including termination and the employee shall be deemed unqualified and barred from work within the industry until such time the employee successfully complies with a recognized rehabilitation or counseling program under paragraph 6 of this section.

The Company must use a recognized and reputable concern for testing, with sufficient facilities and quality control features to ensure accuracy in test diagnosis and the capability to store samples. Chain of custody procedures must be observed at all times. The Company will comply with any state laws concerning drug testing.

The results of the test of an employee who tests positive the first time must be confirmed by SAMHSA standards. For a positive, adulterated or substituted result reported on a single specimen or a primary specimen, the employee may request through the MRO that the same specimen (or split specimen) be tested by a second authorized (SAMHSA certified) laboratory. The employee has 72 hours (from the time the MRO notified the employee that the specimen was reported positive, adulterated or substituted to request a retest of the same specimen (or split specimen). If the independent retest indicates a negative result, the Employer may elect to retest the employee's initial sample. If the results are again negative, the employee will be put back to work immediately (if he is off work) and made whole for any loss of pay occasioned by the first positive test results.

**Par. 6** An employee whose final test results are positive (and who has not tested positive previously) will be referred to the Company's Medical Review Officer, (see attachment). Employee Assistance Program or some other recognized

and approved rehabilitation or counseling program. The cost of such programs may be offset by appropriate insurance coverage. If the employee enters such a program, his status as an employee will not be affected, except as provided for in paragraph 3 above, and he will be allowed access to the job under the conditions established by the program. An employee who refuses a proper request to enter, participate in and successfully comply with such a program shall be deemed unqualified and barred from returning to work within the industry. Employees may be disciplined, up to and including discharge, for subsequent positive test results. Employees who test positive two (2) times, and have been discharged by the Employer, shall be deemed unqualified and shall not return to work within the industry until he/she has successfully complied with a substance abuse program. Said individual, upon returning to work, may be randomly tested for substance abuse for a period of one year at the Employer's expense.

**Par. 7** Testing may be for drug or alcohol impairment only and not for any other medical conditions. Neither the Company nor any medical or testing personnel, shall disclose any information regarding the fact of testing or the results of testing to any other employer or customer. All test results and related information will be given the same confidentiality as any other medical information in the Company.

**Par. 8** Any employee(s) who possesses, sells, transports or distributes illegal drugs or unauthorized alcohol at a work site, on the company premises, or on company time is subject to immediate discharge.

This statement of principles shall apply to all employees represented by the International Union of Elevator Constructors. Substance abuse testing and treatment measures are appropriate for all employer non-bargaining unit employees as well, including company executives and officers.

## RIGHTS OF EMPLOYEES

- a) Before requesting an employee to undergo drug or alcohol testing, the employer shall provide the employee with a form on which to acknowledge that the employee has seen the drug and alcohol testing policy.

b) If an employee tests positive for drug or alcohol use, the employee must be given written notice of the right to explain the positive test and indicate any over-the-counter or prescription medication that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test.

c) Within three (3) working days after notice of a positive initial test result the employee may submit information to the employer, in addition to any information already submitted under paragraph (b), to explain that result.

d) An employee who tests positive will have 72 hours following the date which the employee is notified of the test result to advise the company, in writing, of the employee's desire to request a retest of the original sample at the employee's own expense.

e) Unless a positive test result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

f) The employer will bear the costs of all testing except for retests requested by employees after an initial positive test result.

g) Anytime an employee submits to a drug test under the Substance Abuse Program of this Agreement at the request of an employer, a copy of a positive test result shall be confidentially delivered to the employee no later than the end of the next business day after receipt of the test results by the employer.

Refusal to test or provide an adequate sample when required by this policy shall constitute insubordination and is a violation of this agreement.

Any specimen altered by the employee will be considered a positive test result and therefore a violation of this policy. Any specimen altered by the employer will be considered a negative test result.



## MEDICAL REVIEW OFFICER

The Company will appoint a Medical Review Officer (MRO) to administer this Policy. The responsibilities of the MRO shall be to:

- a) Select and utilize services of a testing laboratory that meets one of the criteria for drug testing established by [Bargainers in local areas will have to decide whether to use U.S. Department of Health and Human Services standards or other state or local law standards for all elements of the program including approved MROs for testing of specimens collected under this Policy.]
- b) Provide specimen test kits and collection locations that follow chain of custody collection techniques mandated by [adopted standard].
- c) Maintain appropriate systems, records, and administrative procedures to provide participating employers with accurate and timely information as to the drug and alcohol free status of employees.
- d) Ensure that the testing facility conducts both an initial drug screen and a confirmation test on specimens before reporting positive results.
- e) Notify the tested individual of a positive result and provide the individual with an opportunity to explain the reasons why their test might be positive.
- f) Review and verify a confirmed positive test result and process the donor's request for a confirmatory retest of the original sample.
- g) Review a participating employee's medical record if so requested by the employee.
- h) Notify the employer's contact person of all test results, both positive and negative, if required.

i) Refer individuals testing positive to the appropriate medical evaluation and participate in return to duty decisions as set forth in this Policy.

j) Ensure the drug and alcohol policy and program complies with [Federal, State, and local law].







**HIGH PERFORMANCE**

**HIGH VALUE**

**NORTHERN CALIFORNIA  
PAINTERS MASTER AGREEMENT**

**BETWEEN**

**DISTRICT COUNCIL 16**

**AND**

**NORTHERN CALIFORNIA PAINTING AND  
FINISHING CONTRACTORS ASSOCIATION**

**June 1, 2011 - June 30, 2014**

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## **ARTICLE 1 DURATION**

**Section 1.** This Agreement is made and entered into this first day of June 2011, between the Northern California Painting and Finishing Contractors Association or their Successor, thereof, and/or Individual Employers who are signatory or may become signatory to this Agreement, and are actively engaged in the Painting Industry, hereinafter referred to as the "Employer" and District Council 16, hereinafter referred to as the "Union". This Agreement shall continue until June 30, 2014. Thereafter, this Agreement shall continue from year to year, commencing as of 12:01 a.m., July 1st, unless notice is given by one of the bargaining parties of its desire to effect changes in hours, wages or working conditions.

**Section 2.** During the month of January of the year of expiration of this Agreement, any party signatory hereto may give written notice, by certified mail to the Union and the Employers that said party wishes to withdraw from this Agreement. Should such notice be given, such party shall no longer be bound to this Agreement as of July 1st. The Agreement shall continue as to all parties giving no such notice. Further, said notice of withdrawal eliminates said party from participation in any negotiations regarding this Agreement. The notice herein provided for is the sole means by which a party may withdraw from or cancel this Agreement.

**Section 3. AGREEMENT MODIFICATIONS** - 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 the Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure work opportunities for the employees and maintain or improve the competitive position of the individual employers. The Union will notify the Northern California Painting & Finishing Contractors Association regarding any and all negotiations of an Addendum to this Agreement and provide the Northern California Painting & Finishing Contractors Association with the final Addendum language.

## **ARTICLE 2 LABOR MANAGEMENT COOPERATION COMMITTEE**

The parties agree to mutually support the formation of a Labor Management Cooperation Committee to improve labor relations, safety, worker qualifications, and to prevent disputes. In addition, the parties agree to provide a mechanism for the joint approval of official Wage Schedule A's and this Agreement. The Union will provide the current list of signatory contractors to the Northern California Painting and Finishing Contractors Association upon request and whenever there is an addition.

## **ARTICLE 3 RECOGNITION**

Each Individual Employer recognizes, acknowledges and agrees that it has satisfied itself that District Council 16 represents a majority of its employees employed to perform all bargaining unit work covered under this Agreement and that the Union is that collective bargaining representative for such employees. The Employer specifically agrees that the Union has demonstrated its majority status and it has properly

established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and/or by the execution of previous Agreements.

#### **ARTICLE 4**

#### **SCOPE OF WORK COVERED BY THIS AGREEMENT**

**Section 1.** The terms and conditions of this Agreement shall apply to all “covered work”. Covered work shall be and mean the following materials and application methods: paints, pigments, oils, turpentine, japan dryers, thinners, varnishes, lacquers, shellac, stains, fillers, waxes, cement, joint cement, water and other vehicles; mediums that may be mixed and applied to the surfaces of materials and buildings, edifices, structures, monuments and the appurtenances thereto, of every type and description in their natural state of condition, or constructed or fabricated of any material or materials whatsoever and provided; work or services pertaining to: The application of texture, acoustic, plaster and stucco materials of all types and thickness on all surfaces.

- (a) Work or services pertaining to the painting, of all drywall and thin wall type surfaces, flushing or concrete surfaces, caulking and sealants between sheet rock walls and/or ceilings and floors of other materials.
- (b) Work or services pertaining to the application of wallpapers, wall fabrics and all types of coverings or coatings whether decorative or protective and all preparations necessary before said application.
- (c) Work or services pertaining to the application of protective coatings or products of similar nature whether they are plastic, vinyl, acrylics, epoxies, esters, urethanes, etc., or any new products of this nature including the application to floor surfaces.
- (d) Work or services pertaining to the applications of bond breaker, water repellent, damproofing and/or waterproofing materials of all types.
- (e) Work or services pertaining to the finishing and surface preparation on all hardwood or softwood floors and furniture at jobsites.
- (f) Work or services pertaining to the priming and finish coats on fabricated metal or steel products.
- (g) Work or services pertaining to the application of all fire retardant, fire proofing and/or insulation materials used on structural items or as architectural finishes.
- (h) Work or services pertaining to the cleaning, polishing and refinishing of metal and masonry surfaces.
- (i) Work or services pertaining to “steeplejack work.”
- (j) Work or services pertaining to surface preparation and decoration of all types; Including drywall repairs and incidental repair related skimming, sandblasting, steam cleaning, building washing, hydro blasting, water blasting and all the methods used in the removal of previously painted surfaces; including caulking, tuck pointing, spackling and wood dough work.



- (k) Work or services pertaining to the application of hypolan, neoprene, and all similar products.
- (l) Work or services pertaining to lead removal and encapsulation.
- (m) Work or services pertaining to painting of lines, arrows, bumpers, curbs, etc.; on parking lots, airfields, highways, game courts (both indoor and outdoor) and other such surfaces; installation and maintenance thereof, including lines of metal, plastic or composition materials used instead of paint.
- (n) All products and methods of application which have or may be awarded to the Painters International through jurisdictional procedures.

**Section 2.** The operation of all tools and equipment used by painting contractors and journeyman painters, including paperhangers, sandblasters and all other facets as outlined in the utilizers as listed above, the above includes the control of all compressors, boom trucks, aerial lifts, forklifts and other specialty equipment, it is the clear intent that all equipment and tools of the trade are under the custody and control of the contractor and/or the Employer.

## **ARTICLE 5 TERRITORIAL JURISDICTION OF AGREEMENT & OUT OF AREA WORK**

**Section 1.** The territorial jurisdiction covered by this Agreement shall comprise the counties of:

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, 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, Solano, Siskiyou, Shasta, Sierra, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

**Section 2.** The Employer party hereto shall, when engaged in work outside the geographic jurisdiction of the Union party to this Agreement, comply with all of the lawful clauses of the Collective Bargaining Agreement in effect in said other geographic jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographic jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable Collective Bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

**Section 3. OUT-OF-AREA WORK** - When engaged in work outside the geographical jurisdiction of this Agreement, the Employers agree, subject to their rights to reject any applicant for cause, that not less than 50% of the workers employed on such work will be residents of the area where the work is performed, or who are customarily employed a greater percentage of their time in such area, and further provided that these men are qualified to meet the job requirements.

**Section 4.** Employers from outside the jurisdictional area of this Agreement shall employ not less than 50% of the workers from the Local Union having the work and area jurisdiction of the jobsite. All jobs must maintain at least 50% - 50% ratio.

**Section 5. OUT-OF-AREA EMPLOYEES** - When an employer outside the jurisdictional area of this Agreement brings steady employees from outside the area, the employees shall not go to work until they have a referral slip from the Local Union where the work is being performed.

**Section 6.** The signatory Employer shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Agreement through the use or device of another business or corporation which such Employer controls or through the use or device of a joint venture with another Employer or contractor in any outside area without first consulting with the IUPAT for the purpose of establishing to the IUPAT's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of such Employer, and if the IUPAT is not so satisfied, the Union party has the option of canceling the Agreement.

## **ARTICLE 6 UNION SECURITY**

All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter, who perform covered work as defined under Article 4 "Scope of Work", shall become and remain members in good standing of the Union as a condition of employment on and after the eighth (8<sup>th</sup>) day following the beginning of their employment, or on and after the eighth (8<sup>th</sup>) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is the latter.

## **ARTICLE 7 HIRING PRACTICES**

**Section 1.** There shall be no discrimination in hiring and/or promotion and/or any other aspects of employment because of race, creed, color, sex, national origin or age.

**Section 2. REFERRAL** - The Employer shall call the Local Union where the job is located when any additional manpower is needed, and the Union agrees to refer employees to the Employer within forty eight (48) hours, if available. Upon receipt of such notice, the Union shall use its best efforts to furnish the required number of qualified and competent workers.

- (a) **REQUESTS** - Notwithstanding the above, a Painter who is in good standing with the Union may seek his own job and the Employer may have referred to it any applicant (who is registered on the Unions out-of-work list) by submitting a written request by name to the Union.
- (b) **REQUIREMENTS** - The Employer shall require each new employee to present a written referral from the Union prior to putting the new employee to work.
- (c) **RECLASSIFICATION** - When the Union, employee and Employer agree to reclassify an employee the Employer shall require the employee to present a written referral from the Union prior to putting the employee to work at the new classification.
- (d) **VIOLATION** - In the event the employer fails to comply with these hiring practices the Union may utilize the grievance procedures set forth in this Agreement, and may resort to such economic and legal remedies as it sees fit with respect to such Employer. Any economic action taken will not be considered a violation of this Agreement.
- (e) **FREE FLOW OF MANPOWER** - There shall be a free flow of manpower within the jurisdiction of District Council 16. New hires shall come from the Local having jurisdiction over the area of where the work is being performed.

**Section 3. SHOP PERSON** - One (1) shop person per minimum of eight (8) person shop. Shop person shall be utilized to maintain equipment, trucks, etc.; clean-up shop, yard, pick up supplies from the supplier and make deliveries. Shop Person shall perform no painting work nor perform any work covered by the "Scope of Work" in this Agreement.

**Section 4. SEVEN DAY CLAUSE** - Any workers employed by employers for a period of thirty (30) working days continuously or accumulatively within the unit covered by this Agreement, and any workers working for any one employer on or after the thirtieth (30th) day following the date of his/her employment or the effective date of this Agreement, whichever is later, shall as a condition of employment become members of the Union by tendering the full and uniform fees in effect, and all workers accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment by paying regular dues. In the event that a worker fails to tender the required fees or dues in accordance with this Section, the Union shall notify the Employer in writing, and the Employer shall discharge the worker within forty-eight (48) hours (Saturday, Sunday and holidays excepted). Notwithstanding anything to the contrary in this Article it is agreed that the thirty (30) day period referred to in this section shall be reduced to seven (7) days for all employees of an employer engaged primarily in the Building and Construction industry, so that such employees will be required as a condition of employment to become members of the Union after the seventh (7<sup>th</sup>) day following the beginning of such employment or the effective date of this agreement whichever is later, and all such employees accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment.

## **ARTICLE 8 PAINTERS JOINT APPRENTICESHIP TRAINING COMMITTEE**

**Section 1.** In the territorial jurisdiction of this Agreement there shall be one (1) Painters Joint Apprenticeship Training Committee (JATC) of ten (10) members of whom five (5) shall be appointed by NCPFC and five (5) shall be appointed by the Union. The Committee shall oversee the apprentice

and journeyman training under the control of the Trustees of the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund.

**Section 2.** The JATC shall conduct for the benefit of journeyman and apprentices certification courses for CPR, First Aid, Respirator Use and Fit, Hazard Communication/Awareness, Lead Abatement, Fall Protection and Confined Space Entry and any and all other training deemed necessary by the JATC.

**Section 3.** The JATC shall maintain a four (4) year apprenticeship training program.

## **ARTICLE 9 APPRENTICESHIP**

**Section 1.** First year apprentices shall be steadily employed unless circumstances prevail which are beyond the control of the Employer, subject to the approval of the JATC.

**Section 2.** An employer of five (5) or more Journeypersons is to employ at least one (1) Apprentice unless his or her right to train Apprentices has been revoked by the JATC. This shall not limit the obligation of the Employer to train Apprentices in the proper ratio to the total number of Journeypersons in the shop, as outlined in this Agreement or in the Apprenticeship and Training Standards nor shall it be construed to replace Journeypersons in a shop when substantial unemployment exists in the area of the Local Union or District Council.

**Section 3.** No employer shall be permitted to employ more than one (1) apprentice to each three (3) journeymen.

**Section 4.** The apprenticeship training shall be in accordance with Standards approved by the State Division of Apprenticeship Standards.

**Section 5.** No apprentice with less than two (2) years experience on the job shall be permitted to work on a job unless a journeyman is working on said job.

**Section 6.** All apprentices, after serving one and one-half (1 1/2) years of their apprenticeship, shall have the right to elect, subject to the approval of the JATC, to engage for two six month periods in any specialized phases of the Painting Industry. Apprentices who are approved for the specialized instruction shall be indentured for the two six month periods as outlined above to employers who are engaged in the special field selected.

- (a) This specialized on the job training shall not conflict with the existing apprentice program governing school attendance, class instruction, or other programs of the JATC.
- (b) No apprentice shall be allowed to drop his apprentice card and take out or apply to the Union for a Journeyman's Card, unless permission has been granted by the JATC.

**Section 7.** No apprentice shall be sent to out-of-town work that will interfere or prohibit him from attending school classes or appearing before the JATC after due notice has been given.

**Section 8.** Apprentices shall be indentured only to Employers operating under a State of California Painting Contractor's License (now classified C-33) and which engage in general painting; except when

indentured for the specialized phase instruction provided for elsewhere in this Article, or when indentured to the JATC. This section is not intended, however, to exclude municipal or political institutions and sub-divisions.

**Section 9.** An automatic penalty of five hundred dollars (\$500.00) will be imposed on any Employer who does not allow an apprentice to attend school and works said apprentice during the week assigned to him/her. If there is a second offense by the same Employer, they will not be allowed to have a new apprentice for a period of twelve (12) months. Money generated by such penalties will revert to the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund.

## **ARTICLE 10 WAGES & PAYMENT OF THE SAME**

### **Section 1. JOURNEYMAN WAGES:**

- (a) The hourly minimum rate of wages for all Journeyman Painters working in Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma Counties shall be paid in accordance with the attached Wage Schedule A and receive a one dollar (\$1.00) per hour increase to the Total Package on January 1, 2012, one dollar and twenty five cents (\$1.25) per hour increase to the Total Package on January 1, 2013 and one dollar and fifty cents (\$1.50) per hour increase to the Total Package on January 1, 2014.
- (b) The hourly minimum rate of wages for all Journeyman Painters working in San Francisco County shall be paid in accordance with the attached Wage Schedule A and receive a one dollar (\$1.00) per hour increase to the Total Package on January 1, 2012, one dollar and twenty five cent (\$1.25) per hour increase to the Total Package on January 1, 2013 and one dollar and fifty cent (\$1.50) per hour increase to the Total Package on January 1, 2014,
- (c) The annual increases called for each January 1 of this Agreement shall first be utilized to pay the deficit reduction contributions required by the Bay Area Painters & Tapers Pension Plan, Preferred Rehabilitation Schedule, pursuant to Article 17, Section 2(a). Secondly, the annual increase required each January 1 of this Agreement shall be utilized to cover any hourly cost increase in Health & Welfare. Any remaining annual increase amount that was not utilized to fund Pension and/or Health & Welfare shall be allocated directly to Taxable Net Wages.
- (d) Regular employees of each Employer shall be paid in accordance with the appropriate Wage Schedule A, which shall be determined based upon the county in which the Employer's place of business is located (home county). Regular employees who are brought into counties which are within the jurisdiction of the Union party to this Agreement but are covered under a different Wage Schedule (outside county), shall be entitled to receive the wages and conditions effective in either the home or outside county, whichever is more favorable to such regular employees. Members referred directly from the Union to a specific project shall be referred at the county rate based upon the projects location. "Regular Employee" is defined as any employee who has maintained employment with the same Employer beyond the initial project referral.
  - (1) Notwithstanding the above, the San Francisco County Wage Schedule A referred to in Section (b) above shall only apply to work performed in San Francisco County.

Employees who regularly work for Employers located in San Francisco County and are assigned by the Employer to work anywhere outside of San Francisco County shall be paid in accordance with the Bay Area Wage Schedule A referred to in Section (a) above.

**Section 2. SUPERINTENDENTS WAGES** - Superintendents shall receive Journeyman hourly Taxable Net Wage Rate plus six dollars (\$6.00) per hour.

- (a) Superintendents shall be required to attend and satisfactorily complete at least sixteen (16) hours of STAR Program Training annually of which at least eight (8) hours shall be Supervisor Certification Training. Effective July 1, 2013 any Superintendent who failed to attend and/or satisfactorily complete their annual sixteen (16) hours of STAR Program Training and/or eight (8) hours of Supervisor Certification Training, during the preceding STAR training year ending June 30, shall no longer be eligible to act as a Superintendent for any Employer until such time as he or she completes the required training.

**Section 3. FOREMAN WAGES** - When four (4) or more employees covered under this Agreement are on a job of five (5) days' duration or more, one (1) Journeyman Painter in good standing with the Union shall be the designated Foreman, for the duration of the job. The definition of "Duration of the Job" is the primary contract and does not include change orders or call backs, providing that none of the exceptions require four (4) or more employees for five (5) days or more on each separate operation. The duties and responsibilities of the Foreman shall include handling the Employer's paperwork on the job, assigning and supervising work, maintaining performance requirements, conducting liaison with the general contractors or owner's representative, maintaining communications with the Employer and maintain safe working conditions and practices throughout the course of the job. Further, it shall be the duty of the Foreman to return the Employer's unused material and equipment to the Employer. Foreman shall receive Journeyman hourly Taxable Net Wage Rate plus:

- (a) Two dollars (\$2.00) per hour when in charge of three (3) or more employees covered under this Agreement who are on a job of five (5) days' duration or more.
- (b) Four dollars (\$4.00) per hour when in charge of five (5) or more employees covered under this Agreement who are on a job of five (5) days' duration or more.
- (c) Six dollars (\$6.00) per hour when in charge of ten (10) or more employees covered under this Agreement who are on a job of five (5) days' duration or more.
- (d) Foreman wages and premium to be based on the highest wage classification on the job they are supervising.
- (e) Foreman shall be required to attend and satisfactorily complete at least sixteen (16) hours of STAR Program Training annually of which at least eight (8) hours shall be Supervisor Certification Training. Effective July 1, 2013 any Foreman who failed to attend and/or satisfactorily complete their annual sixteen (16) hours of STAR Program Training and/or eight (8) hours of Supervisor Certification Training, during the preceding STAR training year ending June 30, shall no longer be eligible to act as a Foreman for any Employer until such time as he or she completes the required training.

**Section 4. NEW APPLICANT**

- (a) New Applicants shall be paid a progressive increasing scale of Taxable Net Wages based upon their respective percentage of Journeyperson Taxable Net Wage as follows:

First Year..... 70%  
Second Year..... 80%  
Third Year..... 90%

- (b) Full fringe benefit contributions shall be made on behalf of all New Applicants with the exception of Pension, Annuity and Vacation/Holiday; such contributions shall be based on their respective percentage of Journeyperson contributions.
- (c) New Applicants cannot replace Journeypersons.
- (d) In no case will New Applicants be allowed to work on prevailing wage projects.
- (e) No new Applicant shall suffer a reduction in Taxable Net Wages as a result of the implementation of this Agreement.

**Section 5. APPRENTICE WAGES:**

- (a) Apprentices shall be paid a progressive increasing scale of Taxable Net Wages based upon their respective percentage of Journeyperson Taxable Net Wage as follows:

1 <sup>st</sup> six (6) months: 50%	5 <sup>th</sup> six (6) months: 70%
2 <sup>nd</sup> six (6) months: 55%	6 <sup>th</sup> six (6) months: 75%
3 <sup>rd</sup> six (6) months: 60%	7 <sup>th</sup> six (6) months: 80%
4 <sup>th</sup> six (6) months: 65%	8 <sup>th</sup> six (6) months: 90%

- (b) Full fringe benefit contributions shall be made on behalf of all Apprentices with the exception of Pension, Annuity and Vacation/Holiday; such contributions shall be based on their respective percentage of Journeyperson contributions.
- (c) No Apprentice shall suffer a reduction in Taxable Net Wages as a result of the implementation of this Agreement.

**Section 6. PRE-APPRENTICE WAGES:**

- (a) Pre-Apprentices shall be paid an hourly Taxable Net Wage based upon thirty percent (30%) of the Journeyperson Taxable Net Wage.
- (b) Full fringe benefit contributions shall be made on behalf of all Pre-Apprentices with the exception of Pension, Annuity and Vacation/Holiday. Pre-Apprentices shall have no contributions made on their behalf towards Pension, Annuity and Vacation/Holiday during their term of Pre-Apprenticeship.
- (c) The Pre-Apprenticeship term shall last for no longer than six (6) months.

- (d) The entire Pre-Apprenticeship period shall be considered probationary and employment may be discontinued at any time at the sole discretion of the employer.
- (e) In no case will Pre-Apprentices be allowed to work on prevailing wage projects.

**Section 7. HIGH TIME** - Employees shall be entitled to high time premium whenever the work performed requires personal fall restraints to be worn by the employee. The amount of the premium shall be determined by the following height schedule:

- (a) When working over fifty (50) feet above ground or water level the employee shall be paid an additional two dollars (\$2.00) per hour for all such work;
- (b) When working from one hundred (100) to one hundred eighty (180) feet above ground or water level the employee shall be paid an additional four dollars (\$4.00) per hour for all such work;
- (c) When working over one hundred eighty (180) feet above ground or water level the employee shall be paid an additional six dollars (\$6.00) per hour for all such work.

**Section 8. SPRAY WORK** - Employees spraying, sandblasting, water blasting or steam cleaning on Industrial Work shall receive fifty cents (\$0.50) in addition to the Taxable Net Wage Rate plus any other high time or premium pay.

**Section 9. INDUSTRIAL PAINTING** - Employees performing painting work on industrial projects shall be paid an additional twenty five cents (\$0.25) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay.

**Section 10. WALLCOVERING** - Employees applying wallcovering shall receive one dollar (\$1.00) in addition to the Taxable Net Wage Rate plus any other high time or premium pay.

**Section 11. EXOTIC MATERIALS** - Employees applying any materials or coatings where the application must be certified by the manufacturer, shall be paid an additional seventy five cents (\$0.75) per hour above the Taxable Net Wage Rate in addition to any other high time or premium pay.

**Section 12. PAYMENT OF WAGES** - All wages are due and payable either in lawful currency or negotiable check, together with a receipt or check stub showing employee's and employer's name, rate of pay, pay period and hours worked, all deductions made and the amount due. Said payments shall conform with all the provisions pertaining to the employees as required by Federal and State Laws. Violation of this clause shall be deemed sufficient reason for removal of employees by the Union Representative.

- (a) Wage claims and claims for payment of fringe benefit contributions need not be submitted to the District Council or to arbitration, but may be submitted by the Union directly to the Labor Commissioner of the State of California.
- (b) In the event of controversy regarding the proper payment of wages or merits of the period of waiting time, the employer shall place the disputed amount of wages and/or waiting time involved in escrow, pending resolution. Claims for such disputed compensation must be filed within



fourteen (14) days from the date the disputed claim occurred and is to pertain to any form of compensation covered by this Agreement. Claims are limited to the last thirty (30) calendar days worked. The thirty (30) day limit does not apply to fringe benefit contributions.

- (c) Wages earned shall be due and payable on the last day of each work week on the job at quitting time and shall include all wages earned up to and including Tuesday night; except that by application to the District Council, the Employer may obtain special permission to include on his payroll only such wages as were earned up to and including Monday night. This exception, which must first be approved by the Union, is intended to be allowed only in those instances where the preparation of large and/or scattered job payrolls cannot reasonably be accomplished in time to meet the Tuesday night provision. When a holiday falls on a Friday or is a Designated Day Off, all wages earned up to and including Monday night shall be due and payable on Thursday on the job at quitting time.
- (d) Employees laid off or discharged must be paid in full at the time of dismissal.

**Section 13. SUBSISTENCE** - If one employee is required to live away from his or her place of residence, said employee shall be paid seventy-five dollars (\$75.00) per day, for room and board, or actual reasonable room and board cost, whichever is greater. In addition, they shall receive the negotiated rate of pay and fringe benefits for all hours worked.

- (a) Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.
- (b) Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

**Section 14. TRAVEL TIME** - Employees who jobsite report more than forty (40) miles from the point of dispatch (Union dispatch Office, employee's home or individual Employer's shop) as determined by the individual Employer, shall receive their Taxable Net Wage Rate for all time spent traveling beyond forty (40) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than forty (40) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the forty (40) miles. Mileage and drive time is to be based on Microsoft MapPoint latest available version. Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after being required to report to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile.

- (a) The following Travel Time Calculation Sheet shall be used in conjunction with Microsoft MapPoint in order to determine Travel Time Reimbursement. Microsoft MapPoint setting for Driving Speeds shall be; Interstate Highways – 65 mph, Limited Access Highways – 60 mph, Other Highways – 50 mph, Arterial Roads – 35 mph, Streets – 20 mph.

**Travel Time Calculation Sheet (Formulas)**

<b>Employee Name</b>	<b>From:</b>	<b>Starting Address</b>		
	<b>To:</b>	<b>Destination Address</b>		
		<b>Minutes</b>	<b>Miles</b>	<b>Minutes Per Mile</b>
<b>Actual Commute (One Way)</b>		(Enter minutes as per MapPoint)	(Enter miles as per MapPoint)	<b>Calculation = (Minutes ÷ Miles)</b>
<b>Adjusted Commute (One Way)</b>		<b>Calculation = (Adjusted Commute Miles x Minutes Per Mile)</b>	<b>Calculation = (Actual Commute Miles – 40)</b>	
<b>Round Trip</b>		<b>Calculation = (Adjusted Commute Minutes x 2)</b>	<b>Calculation = (Adjusted Commute Miles x 2)</b>	
<b>Daily Travel Time/Mileage Reimbursement:</b>		<b>Calculation = Taxable Net Wage Rate/60 X Adjusted Commute Minutes)</b>	<b>Calculation = (Round Trip Miles x Current IRS Mileage Reimbursement Rate)</b>	
<b>Total Daily Reimbursement</b>		<b>Calculation = Daily Travel Time Reimbursement + Daily Mileage Reimbursement</b>		

**Travel Time Calculation Sheet (Example)**

<b>John Doe</b>	<b>From:</b>	<b>123 Any Street, San Francisco, CA</b>		
	<b>To:</b>	<b>456 Main Street, Fremont, CA</b>		
		<b>Minutes</b>	<b>Miles</b>	<b>Minutes Per Mile</b>
<b>Actual Commute (One Way)</b>		<b>70.00</b>	<b>50.00</b>	<b>1.42</b>
<b>Adjusted Commute (One Way)</b>		<b>14.00</b>	<b>10.00</b>	
<b>Round Trip</b>		<b>28.00</b>	<b>20.00</b>	
<b>Daily Travel Time/Mileage Reimbursement:</b>		<b>\$14.75</b>	<b>\$8.90</b>	
<b>Total Daily Reimbursement</b>		<b>\$23.65</b>		

**Section 15. TRAVEL EXPENSE** - Whenever employees report to the jobsite, the employee shall be paid or reimbursed for all parking, bridge tolls and public transportation costs. Parking and bridge toll reimbursement shall be subject to the following criteria; in the event that free parking is not available within a quarter mile of the jobsite, the employer will provide such facilities or shall have the right to designate the areas to be used for reimbursable parking. When free parking is not available the employer shall reimburse the driver of the vehicle for the cost of such parking up to twenty dollars

(\$20.00) per day upon being presented with a receipt or voucher certifying the cost thereof. The employer will reimburse the driver for his or her bridge tolls upon a showing of receipts for such on a weekly basis. Public transportation costs shall be reimbursed if the employee chooses to utilize public transportation and such reimbursement is more economical than reimbursing parking and bridge tolls.

**Section 16. SHOW UP PAY** - Unless given notice individually within five (5) hours after their regular shift, that their services are not required the following regular work day, all employees reporting for work, shop or jobsite at their regular starting time shall be paid four (4) hours pay, except when weather, natural conditions, or emergency situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. As a condition to being entitled to receive pay under this Section, the employee must have his current telephone number and address on file with the Employer. The prior notice to the employee provided for in this Section may be given in person, writing, by telephone or voice mail.

**Section 17.** Employees shall not report to any shop earlier than thirty (30) minutes or to any job earlier than twenty (20) minutes before starting time. These provisions shall apply only to work within forty (40) miles from the point of dispatch. Reporting to work on jobs beyond forty (40) miles from the point of dispatch shall be in accordance with the provisions of "Travel Time" heretofore defined.

**Section 18. INCENTIVE PAY** - Employer may issue Incentive Paycheck to employee four (4) times each year.

**Section 19. SAFETY INCENTIVE** - Safety incentive paycheck issued in accordance with the Employer's written safety program, shall not be counted as incentive pay, and payment of such shall be allowed as provided in the Employer's written safety program.

## **ARTICLE 11 WORKING CONDITIONS**

**Section 1. REGULAR WORK WEEK** - Eight (8) hours shall constitute a regular work day between the hours of 6:00 a.m. and 5:30 p.m.. Employees shall take a ten (10) minute rest period in the morning and a ten (10) minute rest period in the afternoon as well as a thirty (30) minute unpaid lunch. Rest periods and lunch shall be taken as close to the middle of each work period as practical. The regular work week shall be forty (40) hours made up of five (5) consecutive regular work days Monday through Friday. Starting and finish times shall be determined on a job by job basis and shall not be changed during any regular work week. By mutual agreement between the Union and the Employer four (4) ten (10) hour days, consecutive, (Monday through Friday), may be worked to equal a regular forty (40) hour work week. An Employee shall be allowed a five (5) minute personal clean-up prior to lunch period.

**Section 2. OVERTIME** - All work performed before or after the regular work day, before or after the regular work week including Saturdays, and Designated Days Off, shall be paid at the overtime rate of one and one-half (1 ½) times the Taxable Net Wage. All work performed on Sundays and all holidays listed in Article 11, Section 3, shall be paid at two (2) times the Taxable Net Wage.

- (a) If inclement weather forces a job to be shut down during the regular work week, Monday through Friday, then the Employer can work his crew, on a voluntary basis, on Saturday at straight time. A Saturday straight time day will only apply if inclement weather forces a job to shut down

during the regular current work week (Monday through Friday). The Employer can work only that crew which is already on the jobsite at the time that inclement weather forced the shutdown or the equivalent number of replacements for such crew members who are unable to work.

- (b) No work shall be performed at any time other than during the regular work day except by notification of the Local Union in the area where work is to be performed. Application for any and all work at any time other than during the regular work day stipulated herein shall be applied for any time prior to starting said work. Notification for Saturday and Sunday work, recognized holidays and all Designated Days Off, must be made no later than 4:30 p.m. of the last regular workday of the week. Except in emergency situations, notification may be given in person, in writing, by telephone, facsimile or e-mail.

**Section 3. HOLIDAYS** - The recognized holidays shall be: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday the Monday following shall be observed as a holiday. No work shall be performed during any hour of the twenty four (24) hours of Labor Day.

- (a) **DESIGNATED DAYS OFF** - In addition to the foregoing recognized holidays, there shall be eight (8) designated days off per contract year: June 17, 2011, July 1, 2011, September 2, 2011, November 11, 2011, November 25, 2011, April 6, 2012, May 25, 2012, June 15, 2012, August 31, 2012, November 12, 2012, November 23, 2012, December 31, 2012, February 15, 2013, March 29, 2013, May 24, 2013, June 14, 2013, July 5, 2013, August 30, 2013, November 11, 2013, November 29, 2013, February 14, 2014, April 18, 2014, May 23, 2014 and June 13, 2014.

**Section 4. SHIFT WORK** - Shift Work is work performed outside the regular work day, Monday through Friday. When the Employer wishes to schedule employees to work any portion of their work day outside their regular work day, the employees shall be paid fifteen percent (15%) above their Taxable Net Wage for all such hours worked outside their regular work day. Employers scheduling Shift Work must notify the Director of Service of District Council 16 in writing by email in advance of starting Shift Work. Overtime rates shall be paid for all hours worked outside the regular work day if the employer fails to notify the Union as described above.

**Section 5. FLEXTIME** - Flexible start times, Monday through Friday, may be established at the straight time hourly Taxable Net Wage for work that cannot be performed during the regular work day due to customer restrictions or requirements. Flexitime shall only be applicable on jobs working five (5) consecutive days or less. Employers wishing to schedule employees to work under Flexitime must obtain a permit from the Union. The Employer shall submit a request for a Flexitime Permit in writing by email to the Director of Service of District Council 16 at least one (1) business day in advance. The Director of Service of District Council 16 shall forward a written response by email to the requesting Employer within one (1) business day of the request. Overtime rates shall be paid for all hours worked outside the regular work day if no Flexitime permit has been issued.

**Section 6.** On all new construction and in shops where employees report to work, the employer shall furnish adequate toilet facilities and drinking water, unless provided by others.

**Section 7.** No employee shall be required to wash out brushes in any material other than that approved by the State Health and Accident Commission.

**Section 8.** Employees may be required by the employers to sign for brushes or special tools and shall be held accountable for same.

(a) Employees will be held accountable for intentional damage to equipment or property.

**Section 9.** Employers shall be required to furnish sterilized rags for use on every job for the use of the worker as may be required.

(a) Employers shall furnish to all employees all protective apparels necessary to safeguard painters from all health hazards, such as, gloves, rubber pants, boots, hoods, respirators and creams as prescribed for in the Safety Health Orders by the State of California.

(b) Employers shall furnish protective gloves to be used when washing brushes or equipment where solvents or chemicals are used that may be injurious to the skin.

(c) Individual employers shall supply equipment approved by the State of California Division of Industrial Safety to all employees. It shall be mandatory for all employees to use safety equipment as required.

(d) The Safety Orders of the Division of Industrial Safety are incorporated herein, and made part hereof as if set forth in full.

(e) It shall be considered grounds for instant dismissal for any employee to willfully refuse to obey safety regulations. The employee, so discharged, shall receive wages only for actual time worked.

**Section 10. TOOLS** - Tools used in any phase of painting, papering and all other facets of the trade shall be at the sole discretion of the employer. Journeyperson painters shall report to work with the usual tools of the trade, consisting of duster, putty knife, broad knife, hammer, screwdriver, pliers, white work clothes, and special tools and equipment issued by the employer. The Employer shall verify that all Journeypersons have a valid driver's license and may participate in the B.I.T. program. Employees shall not be allowed to attach any artificial equipment such as stilts, arms or legs to their bodies in any manner whatsoever.

**Section 11.** Employees shall not work on a piecework basis, nor be permitted to contract or sub-contract.

**Section 12.** An employee shall not be allowed to use his/her car or truck to transport materials in excess of fifty (50) pounds or equipment of any type for employer at any time.

**Section 13.** No employee shall furnish to an employer for rent or otherwise, any car or truck, rigging or tools, except as provided under this Agreement.

**Section 14.** Paperhangers may supply straight edge, paperhanger trestles and the usual paperhanger's tools.

**Section 15. SAFETY TRAINING** - Employees will be required to attend up to twenty four (24) hours per year of Owner, General Contractor, State, or Federal required Safety Training. This training is exclusive of any specialized or job specific training.

**Section 16.** It is recognized that the foregoing Working Rules cannot reasonably be so worded as to cover any and all contingencies that may arise because of other than ordinary circumstances. It is, therefore, agreed that a contingency not specifically provided for in this Agreement shall be classified under the category of an "Exceptional Condition," and an employer may make a request to the Union for a permit issued under the Exceptional Condition clause so long as the issuance shall not endanger the health and safety of the persons who perform the work.

- (a) The Employer shall submit a request for an Exceptional Condition permit in writing by email to the Director of Service of District Council 16. The Director of Service of District Council 16 shall forward a written response by email to the requesting Employer within two (2) business days of the request.

## **ARTICLE 12 STEWARDS**

**Section 1.** District Council 16 shall be empowered to appoint all Shop Stewards and Job Stewards. District Council 16 shall also be empowered to remove Stewards for just cause. District Council 16 shall notify the Employer in writing of the appointment and removal of its Stewards. Stewards shall be appointed from among the current work crew of the Employer.

**Section 2. DUTIES** - To check all working cards of foremen, workers and apprentices and to check all applications, working permits, and to report the same by the use of Steward's Report to the Business Representative of the District Council in the area where work is performed. The steward, as a working Journeyman, shall be allowed a reasonable amount of time to perform his/her steward duties that cannot be performed outside of working hours.

**Section 3.** The Steward shall report to the Business Representative of the District Council and the employer or his representative, all violations of the working agreement.

**Section 4.** All matters of consequence pertaining to jurisdiction, alleged grievances due to unfair treatment by the Employer, are to be reported to the District Council or the Business Representative in the area, for action as may be deemed necessary.

**Section 5.** The Steward shall be the last worker laid off, provided he/she is qualified and able to do the job available to him/her, except foremen, touch-up and specialty men.

## **ARTICLE 13 DRUG TESTING**

When a customer or owner requires drug testing as a condition of employment on a jobsite or project it is agreed that employees covered under this Agreement shall comply with drug testing policies for that jobsite or project.

## **ARTICLE 14 VIOLATIONS**

**Section 1.** Any employer who fails to pay his contributions for insurance coverage herein provided for shall be held personally responsible and liable to any employee covered by this Agreement for the benefits which would have been provided by such insurance coverage.

**Section 2.** Employees shall not enter or remain in the employ of any employer who willfully neglects or refuses to stand trial or after due trial refuses to abide by a decision rendered pursuant to the provisions of this Agreement.

**Section 3.** No party to this Agreement, whether employer or employee, shall work for or with, or employ on any job a person as employer or employee, who is acting in violation of this Agreement or who has failed or refused to comply with any decision of the appropriate organization rendered pursuant to the provisions of this Agreement.

**Section 4.** Business Representatives of the District Council shall be informed immediately of any violation. Business Representatives shall not be allowed to remove Journeyperson Painters and Apprentices from any and all jobs unless the contract violation involves failure to pay proper wages, failure to pay Fringe Benefits, failure to meet all financial obligations provided for by this Agreement, safety reasons, working overtime without a permit and a non-union person on the job. Employees removed from any job for such violations shall be paid by the contractor the amount at the rate of straight time to compensate them for the inconvenience and loss of time due to said violations. Said waiting time shall not exceed five (5) days. It shall be a violation of the Agreement for failure to report violations of the Agreement.

**Section 5.** Union to police own forces with penalties for working open shop.

## **ARTICLE 15 GRIEVANCE & ARBITRATION**

**Section 1.** For all purposes of this Agreement, a grievance is any dispute or controversy between the Employer, the Union and any employee covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement.

**Section 2.** Such grievances shall be handled in the following manner:

- (a) The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the Employer and shall meet with that representative within ten (10) working days to discuss the grievance.
- (b) If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it may be submitted, at the request of either party to arbitration by written notice to the other party within fifteen (15) working days from the date of the above referenced meeting.

**Section 3. ARBITRATOR** - If the parties cannot reach agreement on an impartial arbitrator, either the Union or the Employer may request the California State Conciliation Service to submit a list of five (5) arbitrators to the parties. The list shall contain only established arbitrators in the state of California.

Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator.

**Section 4. HEARING** - The impartial arbitrator shall hold a hearing as soon as practicable, and shall issue an award which shall be final and binding upon the Union, the Employer and any employee involved in the grievance or dispute.

**Section 5. AMEND AGREEMENT** - The arbitrator shall have no authority to amend, add to or subtract from this Agreement, except where specifically authorized to do so by this Agreement. The Arbitrator shall have the authority to fashion a remedy.

**Section 6. EXPENSE FOR ARBITRATION** - The party losing the arbitration shall pay the arbitrator's charges. Cost of the hearing room shall be shared by both of the parties. The cost of the transcript if requested by both parties shall be shared equally. If there is any question who lost the arbitration, the arbitrator shall decide who shall pay the expenses of the arbitrator whether in whole or in part.

**Section 7. FOURTEEN DAY LIMIT** - Matters not presented to the Employer or the Union in writing within a period of fourteen (14) working days after the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

**Section 8. UNION ECONOMIC OR LEGAL ACTION** - In the event of a failure by the Employer to pay the wages or fringe benefits required by this Agreement, and the Employer raises no question concerning the interpretation or operation of this Agreement or concerning his obligations to pay remedies as it sees fit with respect to the Employer, and any economic action taken will not be considered a violation of this Agreement. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer. Before resorting to any economic remedy as above permitted, the Union must give the Employer involved two (2) business days written notice of its intention to take such economic action. No economic action may be taken by the Union if prior to the taking of such action the Employer has raised a question concerning the interpretation, application or operation of this Agreement or concerning his obligation to pay wages or fringe benefits in dispute, and had deposited the full amount in dispute with the appropriate Trust Fund to be held by the Trust until the matter is resolved under the procedures set forth herein. The provisions for notice in this paragraph shall not apply to any action taken by the Union pursuant to Article 14.

## **ARTICLE 16 OTHER FUNDS**

**Section 1. DUES CHECK-OFF** - During the term of this Agreement, and any extensions thereof, each individual Employer agrees to deduct from the Taxable Net Wages of all employees, covered by this Agreement, Dues Check-Off in the amounts specified in the attached Wage Schedule A. Said Dues Check-Off shall be remitted to the Trust Fund Administrator's office on forms provided by the Trust Funds Administrator, or other appropriate depository designated by the Union, not later than the fifteenth (15th) day of each and every calendar month for such deductions made during the preceding calendar month.



- (a) Each Employer agrees that, at the commencement of employment of all employees covered by this Agreement, such Employer shall secure from said employee a work referral slip which shall include dues check-off authorization signed by said employee.
- (b) The Union shall indemnify the Employer against any and all liability for the remittance of Dues Check-Off pursuant to the provisions of this Section.

**Section 2. NORTHERN CALIFORNIA PAINTING AND FINISHING CONTRACTORS INDUSTRY FUND** - During the term of this Agreement and any extension thereof, every Employer signatory to this Agreement shall pay Industry Fund contributions based upon all covered employee hours worked or required to be paid for in the amount of twenty-five cents (\$.25) per hour. Said Industry Fund contributions shall be remitted to the Trust Funds Administrator's office on forms provided by the Trust Funds Administrator, or other appropriate depository designated by the Northern California Painting and Finishing Contractors (NCPFC), not later than the fifteenth (15th) day of each and every calendar month for all hours worked during the preceding calendar month. Said Industry Fund contributions shall be forwarded to the NCPFC designated account. The Industry Fund contribution rate to the NCPFC will be monitored and adjusted if necessary by the NCPFC.

**Section 3. VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS** - Each Member hereby authorizes and directs the employers to deduct from their pay the sum of five cents (\$.05) for each hour worked, as a contribution to the Political Action Together -Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. Each Employer agrees to make payments to the Political Action Together -Political Committee (PAT-PC) of the International Union of Painters and Allied Trades for each employee covered by this Agreement, as follows:

- (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (\$.05) to PAT-PC.
- (b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees, and probationary employees.

**Section 4. IUPAT-FTI** - Five cents (\$.05) per hour to be remitted to the IUPAT Finishing Trades Institute (IUPAT-FTI).

**Section 5. STAR PROGRAM** - There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to promote a high performance, high value culture within the workforce covered under this Agreement through the utilization of a reward based training program. The STAR Program shall fund all STAR Program training and all rewards granted to employees whom annually meet the required goals as established by the STAR Program. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9).

- (a) The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.
- (b) The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour paid or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 17.

**Section 6. LABOR MANAGEMENT COOPERATION INITIATIVE** - We hereby establish a contribution to the Labor Management Cooperation Initiative (LMCI) effective the date of this working agreement and any renewals or extensions thereof.

- (a) For each hour or portion thereof, for each employee covered under this Collective Agreement, the Employer shall pay five cents (\$0.05) payable to the District Council 16 Northern California Health & Welfare Trust Fund. Such contributions shall be forwarded to the LMCI Trust Fund.
- (b) For the purpose of this Article, each hour paid for, including hours attributed to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the first (1<sup>st</sup>) day of employment in a job classification covered by this Agreement.

**Section 7. WORK PRESERVATION FUND** - There has been created a separate and independent entity, the Work Preservation Fund organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to expand the work and job opportunities available to signatory Employers and employees, and to advance and preserve the industry by promoting high standards and fair competition. These purposes are consistent with those established under the authority of the Labor Management Cooperation Act of 1978, USC Section 175(a) and 29 USC Section 186(c)(9). The affairs of the Work Preservation Fund are governed by a Board of Directors comprised of equal members representing labor and management.

- (a) The Employer shall be obligated to pay the Work Preservation Fund eight cents (\$0.08) on each employee covered under this Agreement for each hour worked. Pursuant to and under the terms of this Agreement, the Trust Funds Administrator shall collect such contributions for the Work Preservation Fund and shall thereafter each month forward said monies to the Work Preservation Fund.
- (b) Appropriate records shall be kept and maintained by both the Trust Funds Administrator and the Work Preservation Fund as to the collection, transmittal and amounts of funds collected on forms to be provided exclusively by the Trust Funds Administrator. The parties agree that the contributions shall be transmitted to the Trust Funds Administrator.
- (c) The contribution rate shall be set forth in Wage Schedule A and shall be paid on all hours worked.

**ARTICLE 17**  
**PAYMENTS TO TRUST FUNDS**

**Section 1. TRUST FUNDS - Current Trust Funds** - This Agreement requires contributions to be made on behalf of all employees of the Employer performing work covered under the terms of this Agreement in accordance with Wage Schedule A to the following jointly administered Trust Funds:

- **District Council 16 Northern California Health & Welfare Trust Fund**
- **Bay Area Painters & Tapers Pension Trust Fund**
- **Bay Area Painters & Tapers Pension Trust Fund – The Annuity Plan**
- **District Council 16 Northern California Journeyman & Apprentice Training Trust Fund**
- **IUPAT - Finishing Trades Institute**
- **Painters & Allied Trades Labor Management Cooperation Initiative**

**Section 2. TRUST AGREEMENTS** - The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement.

- (a) Whereas, the Bay Area Painters and Tapers Pension Plan has been certified by its actuary to be in critical status as of January 1, 2009, under Code Section 432(b) and ERISA Section 305(b) and consequently the Board of Trustees has provided the collective bargaining parties with its Rehabilitation Plan dated June 26, 2009 and updated effective February 11, 2011, including schedules that contain benefit reductions and increases in contribution rates as required by Code Section 432(e) and ERISA Section 305(e). Therefore, District Council 16 and the Northern California Painting and Finishing Contractors and/or the Individual Employer Signatory to this Agreement hereby adopt the benefit reductions and contribution rates set forth in the Recommended Schedule of the Rehabilitation Plan adopted by the Board of Trustees on June 26, 2009 and the update effective February 11, 2011, and incorporate said Recommended Schedule into this Agreement as though it was set forth in its entirety. The hourly Journeyperson contribution rates shall be as follows:

<b>Effective Date</b>	<b>Journey person Contributions Providing Benefit Accrual Credit</b>	<b>Additional Contributions Not Providing Benefit Accrual Credit</b>
January 1, 2012	\$3.70	\$1.50
January 1, 2013	\$3.70	\$1.98
January 1, 2014	\$3.70	\$2.46
January 1, 2015	\$3.70	\$2.94
January 1, 2016	\$3.70	\$3.42
January 1, 2017	\$3.70	\$3.90

- (b) Those classifications contained in this Agreement that provide for contribution rates that are different from the contribution rates set forth above, then the Employer shall pay additional contributions that do not provide benefit accrual credit which are proportional to the above rates. The above contribution rates shall be in effect for the duration of this Agreement.

**Section 3. TRUSTEES** - Each Employer does hereby designate the Board of Trustees of the Trust Funds referred to above, including any trust funds created as a result of a merger, as trustees for all proper and lawful purposes as provided in the various trust agreements and as required by law. District Council 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws. The Northern California Painting & Finishing Contractors Association shall appoint their Trustees in accordance with their bylaws.

**Section 4. PAYMENTS TO TRUST FUNDS AND OTHER FUNDS**

- (a) **Other Funds** - The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Work Preservation Fund, Industry Fund, DC 16 STAR Fund, Administrative Dues Check-Off, Wage Equality Dues Check-Off, Organizing Dues Check-Off, Unity Action Dues Check-Off, Vacation/Holiday Fund and of the IUPAT PAT-PC deductions pursuant to the attached Wage Schedule A's of this Agreement. The consequences of any and all delinquent remittance of these deductions and/or contributions shall be the same as those provided by the Trust Agreement of the District Council 16 Northern California Health & Welfare Trust Fund.
- (b) **Due Date** - All payroll deductions and contributions based on hours worked in a particular month shall be payable under this Agreement on or before the fifteenth (15th) day of the following month (the "due date") and will be deemed delinquent if not received by the end of the month, at which time liquidated damages shall be incurred and interest assessed as of the first day of the next month.

- (c) **Liquidated Damages and Interest Assessments** - Because of the difficulty of determining the actual expense of collection or of damage resulting when a monthly payment is delinquent, liquidated damages, as well as interest, shall be assessed against both delinquent contributions and payroll deduction remittances, referred to in this Article, together with reasonable attorneys fees and any other expenses incurred in connection with the delinquency. The amount of liquidated damages shall be the greater of twenty percent (20%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00) per month, or the interest accrued until those contributions and payroll deductions are paid, whichever is greater. However, if the delinquencies are paid prior to the filing of a lawsuit, liquidated damages shall be the greater of ten percent (10%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00), not to exceed seven hundred fifty dollars (\$750.00) per month. Interest shall be assessed on delinquent contributions and payroll deductions at such rate as the Trustees of the Trust Funds may determine. The amount of the assessments on delinquent payroll deduction remittances shall be the same as is established by the Trustees of the District Council 16 Northern California Health & Welfare Trust Fund.
- (d) **Economic Action** - If the required contribution and liquidated damages owed by the delinquent Employer to any or all of the Funds, or the payroll deductions and/or other contributions referred to in this Article, are not received by the last day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer. Any employee withdrawn from the job or shop of the delinquent Employer, pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate the employee for the inconvenience and loss of time due to said delinquency. Such payment shall be in addition to all wages due the employees for time actually worked prior to their withdrawal from the job or shop of the delinquent Employer. In addition the Union shall have such further remedies as set forth in this Agreement.
- (e) **Rights and Remedies** - The rights and remedies against a delinquent Individual Employer as set forth above are not exclusive but are cumulative and nothing in this Article shall in any way limit any one's right to enforce the collection of contributions or payroll deductions by any legal means. The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the collective bargaining agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his obligations to make payments.
- (f) **Place of Payments** - All contributions and payroll deductions referred to in this Article shall be paid at the place or places designated by the Trusts, NCPFC and the Union, and on such forms as they may require.

- (g) **Minimum Contribution Rates** - The Employer and the Union party to this Agreement recognize and acknowledge the Trustees' rights to set minimum contribution rates for participation in their respective Funds. Should the total wage package not be sufficient to provide minimum rates required, the parties recognize that the Trusts specified in the Agreement cannot continue to provide such benefits and other arrangements will have to be made to provide them.
- (h) **Payroll Inspection** - The Administrator of the Trust Funds referred to in Section 1 above, the Administrator's C.P.A. or C.P.A. designated by the Union shall be allowed to inspect the payroll records of any Employer or the Union, with reasonable written notice to ascertain if the provisions of this Agreement are being complied with.
- (i) **Time Records** - Employers shall keep weekly time cards or time records on which shall clearly appear the employee's full name and the last four (4) digits of the employees social security number, the job or job's names, the hours worked each day on each job and total hours worked each week, showing total straight time hours, total overtime hours and the type of work performed. The employee shall sign the time card or time record, except where such records are kept electronically.
- (j) **Electronic Record Keeping** - Where time records are maintained electronically, upon the request of the Trust Funds or their agents, auditors, administrators or attorneys, the Employer shall provide a detailed description of the procedure for the maintenance of such electronic time records, including but not limited to the method and procedure by which the time, job and type of work is reported, recorded and secured from alterations as of the date of input or thereafter. This Section shall be applicable to any audit of an Employer's payroll records which is scheduled or in process at the effective date of this Agreement.
- (k) **Checks and Check Stubs** - Each pay check and each stub or copy shall clearly indicate the date of payment, pay period covered, company name, and shall include:
- (1) Total straight time hours worked and the rate of pay;
  - (2) Total overtime worked and overtime rate;
  - (3) Total gross wages paid, including pay for Travel Time;
  - (4) Deductions itemized; and
  - (5) Net pay for period.
- (l) **Failure to Keep Records** - If an Employer fails to keep time cards or time records as required above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement. In addition, there shall be a rebuttable presumption, at the option of the Trusts, that any employee who worked in a given week for whom complete, signed, time cards or time records, were not made available for review by the Trusts representative, shall be deemed to have performed covered journeyman work for a minimum of eight (8) hours per day, totaling forty (40) hours for that week.

**Section 5. AUDITS OF RECORDS** - The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit

to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the Board of Trustees to enter upon the premises of such Employer or the Union during business hours to examine and copy records including but not limited to, the following:

- (a) Canceled checks and check stubs showing all monies paid to each employee of the Employer.
- (b) Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, suppliers, relatives, partners and joint ventures of the Employer.
- (c) The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.
- (d) Copies of all fringe benefit returns of the Employer's prepared for filing with the Trust Funds for each month.
- (e) Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.
- (f) Copies of the Employer's Quarterly Federal Tax Return (Form 941) for each quarter, as well as the State Quarterly Wage and Withholding Report (Form DE 6).
- (g) Individual employee's time records including but not limited to all Travel Time Calculation Sheets as required by Article 10, Section 14(a) for each employee of Employer.
- (h) Records of each job involving application work covered by this Agreement, to the extent that such records exist, including:
  - (1) Name and address of owner of property where work covered by this Agreement was performed;
  - (2) Name and address of the general contractor for whom the work was performed;
  - (3) Street address where work covered under this Agreement was performed;
  - (4) Total payroll cost of each job;
  - (5) Name and address of each person who performed work covered by this Agreement on each job; and
  - (6) Total material cost of each job.
- (i) Copies of Federal Forms W-2 and W-3 prepared by the Employer for each employee.
- (j) Disbursement Journal of the Employer.
- (k) Payroll Journal of the Employer.

Employee records are to be maintained by the Employer for a period of at least four (4) years or in accordance with State and Federal requirements.

In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by him/her to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination. Upon the written request of the Board of Trustees, or their duly authorized representative, such Employer may be requested to bring or send his/her records for auditing to the Trust Fund Office or to the office of the designated accountant.

Whenever an employee appears on work as defined in this Agreement and he/she appears as an employee or subcontractor for other work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of a journeyman painter's wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice. Any bonuses, expenses or sums of monies paid to an Employee other than as provided by this Agreement shall be specifically identified in the Employer's records and on the employee's check.

## **Section 6. BONDING**

- (a) Each Employer shall, within ten (10) days of the mailing of notice by the Administrator of the Trust Funds, provide a bond in a sum equal to the greater of five thousand dollars (\$5,000.00) or twice the monthly average of the wages and contributions made or due under the terms of this Agreement, or the Agreement immediately preceding this Agreement, by such Employer in the six (6) month period just prior to the mailing of said notice. Such amounts are to be determined by the said Administrator. Such bond or cash in lieu of bond is not in any way to be construed in lieu of payments required pursuant to this Agreement. All such bonds shall be deposited with the Trust Funds and all bonds shall be in a form acceptable by the Board of Trustees and shall be enforceable throughout the term of this Agreement.
  
- (b) Each Employer must comply with the bonding provisions of this Agreement if the Employer has more than one (1) delinquency within a twelve (12) consecutive rolling month period as shall be determined by the Trustees. The Trustees may, within their sole discretion, require such Employers to file report forms and make contribution payments at more frequent intervals than is required of other Employers. When an Employer, after having deposited said bond, attains a record of twelve (12) consecutive months of prompt, timely and proper payment of wages and Trust Fund Contributions, he/she may have said bond returned upon proper application to the said Administrator and the approval of the Trustees. If the Bond must be used to make any payment of wages or contributions to said Trust Funds, the money shall first be applied to the payment of wages of employees working under this Agreement and the balance shall be prorated among the amounts due by the Employer to the various Trust Funds. In the event an Employer fails to deposit a satisfactory bond within the time provided and the notice herein provided for has been given, all employees shall be withdrawn from the job or shop of the Employer and all employees withdrawn pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate for the inconvenience and loss of time due to the Employers failure to post bond. Such payment shall be in addition to all wages due the employees for time actually worked prior to being withdrawn from the job or shop of the Employer. In addition the Union shall have such further remedies as set forth in this Agreement.



## **Section 7. TRANSFER OF MONEY FROM BENEFIT FUNDS TO WAGES**

- (a) During the term of this Agreement the Union and/or Trustees may request in writing an increase or decrease in the contributions required by the Employer to a particular benefit fund or funds. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. The Employer will honor such request effective upon the date set forth in a Memorandum Of Understanding (Wage Schedule A) between NCPFC and the Union.
- (b) Any increase or decrease in the required contributions by the Employer to the particular benefit fund or funds shall in no way result in a decrease in the Taxable Net Wage of the then current Wage Schedule A.

**Section 8. ERRONEOUS PAYMENTS** - An Employer shall be entitled to credit against future employer contributions or refund of money paid to specified Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds, in accordance with the Trust Funds' policy on overpayments of contributions, including but not limited to the following conditions:

- (a) **DC 16 Health & Welfare Trust:** Where hours paid were reported at a rate higher than required, the amount of overpayment shall be refunded or credited to the Employer. Written application for refund or credit must be made within four (4) years from the due date of the report containing the erroneous payment; but an audit report may be considered a written request for refund. Refund or credit may be made within six (6) months after the Plan Administrator determines that the improper rate was paid by mistake. Any amounts found to be over reported and overpaid for the purpose of providing coverage to persons not eligible for coverage shall be offset from any other amounts repayable to the Employer, or if no offset is available, billed to the Employer for repayment to the Trust Fund.
- (b) **Defined Benefit Pension Plan:** Where contributions were made to the Bay Area Painters and Tapers Pension Plan for hours reported in excess of those for which the employee worked, overpayments shall be credited or refunded to the Employer, and the hours backed out of the employees account.
- (c) Refunds or credits shall be allowed as provided above so long as the Trust Funds have made no disbursements on behalf of employees based upon the erroneous contributions; and
- (d) The Boards of Trustees of the Trust Funds have determined that the erroneous contributions were made due to a mistake of fact or law and can properly be returned, without interest or earnings, pursuant to ERISA section 403(c).
- (e) Any erroneous payments found on an audit shall be reported immediately to the Employer and credited or offset against amounts found due on audit, if any, in accordance with Trust's policy.
- (f) No other refunds or credits shall be given with respect to Vacation/Holiday, Bay Area P & D Annuity, District Council 16 Journeyman & Apprentice Training Trust Fund, or other entities or payroll deduction remittances, except by direction of the Trustees.

**Section 9. FRINGE BENEFIT COVERAGE FOR OTHER EMPLOYEES** - Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set

forth in a written participation agreement between the Trust Fund and the employer, which may incorporate the rules of this Article by reference.

## **ARTICLE 18 SEPARABILITY AND SAVINGS CLAUSE**

**Section 1.** In any Section, paragraph or Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any section, paragraph or Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such section, paragraph or Article to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**Section 2.** In the event that any Section, paragraph or Article is held invalid or enforcement of or compliance with any section, paragraph or Article has been restrained, as set forth above, the parties affected thereby shall enter into collective bargaining negotiations within five (5) working days, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Section, paragraph or Article, during the period of invalidity or restraint. If the parties do not agree within a period of sixty (60) days on a mutually satisfactory replacement, either party shall be permitted all legal or economic resources in support of its demands not withstanding any provision in this Agreement to the contrary.

**Section 3.** It is understood and agreed that at such time as existing Federal Laws containing restrictions on the form of union recognition and union security provisions may be amended so as to make legal conditions and requirements other than those contained in this Agreement, then and in that event, either party to this Agreement may upon thirty (30) days notice, in writing given to the other party, re-open Articles 3 and 6 of this Agreement for the purpose of negotiating changes in these Articles.

## **ARTICLE 19 PRESERVATION OF WORK CLAUSE**

**Section 1.** To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners or stockholders, exercises directly or indirectly (through family members or otherwise) management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

**Section 2.** All charges of violation of Section 1 of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final and binding resolutions of disputes. As a remedy for violations of this Article, the Arbitrator shall be able at the request of the Union, to require an Employer to pay; 1) effected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the effected Joint Trust Funds to which this Agreement requires contributions, any delinquent contributions that resulted from the violations. The Arbitrator

shall be able to also provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Arbitrator under this Article only through arbiter, judicial or governmental (for example, the National Labor Relations Board) channels.

**Section 3.** If, after an Employer has violated this Article, the Union and/or the Trustees of one or more Joint Trust Funds to which this Agreement requires contributions, institute legal action to enforce an award by an Arbitrator remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and/or attorneys' fees incurred by the Union and/or the Joint Trust Funds plus costs of the litigation, that have resulted from such legal action. This Section does not effect other remedies, whether provided by law or this Article that may be available to the Union and/or the Joint Trust Funds.

## **ARTICLE 20 EMPLOYERS**

**Section 1.** The employer shall have a duly issued and effective State Contractors License, shall carry Workers' Compensation Insurance, and shall comply with all Federal, State and Municipal Laws pertaining to the Painting Industry and all health and safety regulations and rules.

- (a) Specialty Contractors, other than Painters and Decorators, who possess a State Specialty License, now classified as C-61 or C-9, in any of the following categories: Steam cleaning, Wallboard Taping, Paint Burning, Parking Lot Striping or Sandblasting, and whose operations in the painting industry are confined strictly within the limits allowed under their Specialty license.
- (b) **DRYWALL FINISHING** - Refer to "Northern California Drywall Finishers Master Agreement" All Employers signatory to this Agreement and/or interim Agreement doing drywall finishing work shall pay the negotiated drywall finisher scale. At no time shall a drywall finisher Employer use this Agreement in place of the Northern California Drywall Finishers Master Agreement.

**Section 2.** It is understood that District Council 16 will continue their organizing efforts including production and maintenance, and Agreements will be signed with employers in said fields, establishing terms and conditions for production and maintenance painting. Employers signatory hereto doing production and maintenance painting will be requested to execute agreements relating to said work, and any work done will be covered by the terms of each executed agreement, and, if none, by this Agreement. Any agreement so signed shall be copied to the Northern California Painting and Finishing Contractors.

**Section 3.** The Employer shall permit duly accredited representatives of the District Council to visit the shop or job any time where work is being performed in order to determine whether the shop is being conducted in accordance with this Agreement.

**Section 4.** The Employer warrants, asserts and agrees that this document is executed by him/her with full authority to represent and bind the Employer, partnership, corporation or association of which he/she is a partner, officer, representative or member. Should the Union enter into a contract with any Employer; the NCPFC will be provided with a copy upon request.

- (a) This Agreement shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including, but not limited to, newly established or acquired operations.

**Section 5.** If this Agreement is signed by a member of a partnership, it shall apply to them and each of them individually. In the event of a dissolution or termination of said partnership or in the event of a merger, consolidation or other legal change whatsoever, with respect to employer, any obligations hereunder shall be binding upon any assign, successor, legal representatives or lessee of such employer.

**Section 6.** After this Agreement takes effect any employer may become a party hereto if this Agreement is executed by him/her. This Agreement shall take effect as to such new Employer at such time as said party signs this Agreement.

**Section 7.** Each Employer may designate no more than two (2) owners, partners or persons holding proprietary interest in the business as Owner Members of the Union. Owner Members may perform work covered by this Agreement and the Employer shall not be required to make Trust Fund contributions on behalf of Owner Members.

**Section 8.** No two (2) or more contractors shall work for each other on any contract, except that a contractor may sublet a contract to a signatory contractor.

**Section 9.** It shall be a violation of this Agreement for the Employer or the Employer's agent to establish production quotas or piece work systems.

**Section 10.** The Employers shall have the right to manage their business in all respects without limitation except as expressly provided in this Agreement.

**Section 11.** The Employer agrees that he/she will not contract work covered under the scope of this Agreement to anyone not signatory to a collective bargaining agreement with the International Union of Painters & Allied Trades. If the Union cannot supply a licensed, qualified subcontractor within forty-eight (48) hours, then the contractor can hire from any source.

**Section 12.** All Employers doing drywall work must register each drywall job with District Council 16 on forms provided.

**Section 13.** Employers signatory to this Agreement shall, before commencing to perform work on any competitively bid job in which four hundred eighty (480) hours or more of covered work will be performed, register the job with District Council 16 on forms provided.

**Section 14.** There may be established "Project Labor Agreements" to cover the scope of work outlined in this Agreement and in connection with Building Trades Agreements. The NCPFC will be provided with a copy upon request.

**Section 15.** The bargaining parties expressly agree that the San Francisco Paid Sick Leave Ordinance shall not apply to employees covered by the Northern California Painters Master Agreement.

## **ARTICLE 21 WORK STOPPAGES**

**Section 1. PERMITTED WORK STOPPAGE** - There shall be no stoppages of work either by strike or lockout by the parties hereto, except as provided for elsewhere in this Agreement.

**Section 2. PICKETING** - It shall not be a violation of this Agreement for employees to refuse to pass through or work behind a legitimate picket line recognized by the Building and Construction Trades Council in the area where the work is being performed.

**Section 3.** No employee shall work for any signatory Employer that has failed, neglected or refused to pay his employees the wages, fringes or other compensation provided for in this Agreement. A District Council or Local Union may take such economic action by strike, picket line or boycott, as it may see fit, against any Employer so failing, neglecting or refusing to pay his/her employee the wages, fringes or other compensation provided for in this Agreement.

**Section 4.** Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization.

**Section 5. NON-UNION JOBSITES** - Furthermore, recognizing the "Special problems" in the construction industry based upon the close relationship between contractors and subcontractors at the jobsite of the construction, alteration, painting, or repair of a building, or other such work and the friction that is created when union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for disciplinary action or discharge in the event an employee refuses to enter upon any such construction site where non-union employees are employed and which would require the employee to work "shoulder-to-shoulder" or alongside the non-union employee or employees, or refuses to remain on such jobsite when non-union employees are engaged in such construction on the jobsite. This clause shall apply only to jobsites where the Union's members are working, whether it is on a construction site of the Employer or at any other jobsite.

## **ARTICLE 22 AUTHORITY TO EXECUTE**

**Section 1.** The undersigned Employer warrants, asserts, and agrees that this document is executed by him/her with full authority to represent and bind the Employer.

**Section 2.** If any provision of this Agreement is declared invalid, or the applicability thereof to any person, circumstances or thing is held invalid, the validity of the remainder of the Agreement and/or the applicability thereof to any other person, circumstance or thing shall not be affected thereby.

**Section 3. INTENT AND PURPOSE** – It is the clear understanding, intent and purpose of the signatories to this Agreement that is not over burdensome with unnecessary language. If any legal language needs to be added to any portion of this Agreement, it is agreed that this legal language will become part of this Agreement providing the legal language does not alter or change the intent and negotiated portion so effected.

**WE HEREBY AGREE TO THE TERMS AND CONDITIONS STATED HEREIN:**

District Council 16:

\_\_\_\_\_  
Company Name (Print)

\_\_\_\_\_  
Business Representative (Print)

\_\_\_\_\_  
Employer Name (Print)

\_\_\_\_\_  
Business Representative (Sign)

\_\_\_\_\_  
Employer Name (Sign)

Date: \_\_\_\_\_

Date: \_\_\_\_\_









**HIGH PERFORMANCE**

**HIGH VALUE**

**NORTHERN CALIFORNIA  
GLAZIERS  
MASTER AGREEMENT**

**BETWEEN**

**DISTRICT COUNCIL 16**

**&**

**NORTHERN CALIFORNIA GLASS  
MANAGEMENT ASSOCIATION**

**July 1, 2011 - June 30, 2014**

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## **PREAMBLE**

This Agreement, made and entered into the first day of July 2011 by and between District Council 16 of the International Union of Painters and Allied Trades AFL-CIO, Glaziers, Architectural Metal and Glass Workers Local 169 of Oakland, Local 294 of Fresno, Local 718 of San Francisco, Local 767 of Sacramento and Local 1621 of San Jose, hereinafter referred to as the "Union" acting as the exclusive collective bargaining representative of employee members of said Union or who hereafter become members thereof and the Northern California Glass Management Association acting as the exclusive bargaining representative of employer members of said association or who hereafter become members thereof and other associations of employers and individual employers who are signatory to this Agreement or any copy thereof and are regularly engaged in the architectural metal and glass business all hereinafter referred to as the "Employer", "Employers" or "Individual Employer".

## **WITNESSETH**

Whereas, the Unions and the Employer, in the interest of the general public, desire the maintenance of a sound and harmonious relationship between them for the future:

Now, therefore, the parties hereto agree as follows:

### **ARTICLE 1 DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect except as noted hereinafter, from July 1, 2011 to June 30, 2014 and shall continue in effect from July 1 to June 30 of each year thereafter unless at least sixty (60) days written notice is given by either party prior to June 30, 2014 or any subsequent June 30 requesting modification and/or termination.

### **ARTICLE 2 LEGALITY**

If any provision of this Agreement is found not to comply with any applicable federal, state or local law, including any labor law or wage and hour law, such provision shall be immediately open for re-negotiation upon request of the Employer or the Union, but the other provisions of this Agreement shall remain in full force and effect.

### **ARTICLE 3 EQUAL OPPORTUNITY**

There shall be no discrimination by the Employer, any Individual Employer or the Union against any employee or applicant for employment by reason of disability, age, sex, race, creed, color, or national origin, veteran status, medical condition, marital status, sexual orientation or pregnancy. It is the intent of the parties to comply with all state, federal and local laws regarding no discrimination in the workplace.

## **ARTICLE 4 EMPLOYERS**

The term "Employer", "Individual Employer" or "Individual Employers" as used in this Agreement refers to the Employer who is signatory to and is covered by the terms of this Agreement.

### **Section A. Out of Area Work**

The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the collective bargaining Agreement in effect in said other geographical jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographical jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining Agreement and through the courts, and is also enforceable by the Union party to this Agreement both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

The contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area.

### **Section B. Out of Area Employers**

1. Employers from outside of the geographical jurisdiction of the Union party to this Agreement, when engaged in work within the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area.
2. Employers from outside of the geographical jurisdiction of the Union party to this Agreement, when engaged in work within the geographical jurisdiction of the Union party to this Agreement, shall, prior to commencing work, require all employees to present a written referral from the Local Union where the work is being performed.

### **Section C. Preservation of Work**

1. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders exercises directly or indirectly (through family members or otherwise) management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.
2. All charges of violations of this Article shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final binding resolution of disputes. As a remedy for violations of this section, the Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to effected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Arbitrator under this section only through arbitral, judicial or governmental (for example, the National Labor Relations Board) channels.
3. If, after an Employer has violated this section, the Union and/or the trustees of one or more Joint Trust Funds to which this Agreement requires contributions, institute legal action to enforce an award by an Arbitrator remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and or attorneys' fees incurred by the Union and/or Joint Trust Funds, plus the costs of litigation, that have resulted from such legal action unless the Employer prevails. This section does not affect other remedies, whether provided by law or this section, that may be available to the Union and/or the Joint Trust Funds.

### **Section D. Sale or Assignment of Business**

1. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.
2. The Employer agrees that in the event the Employer's business, in whole or in part, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such transferee business and operation shall expressly and in writing assume the terms and conditions of this Agreement for the life thereof.

3. It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. It is further understood that the Employer will only transfer, assign, lease, etc., the business if the transferee agrees to accept and assume, in writing, the Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or leaser, executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

#### **Section E. Shop Requirements**

1. An Employer's shop or plant (excluding those Employers whose work is Mobile Auto Glass installation) for the purpose of this Agreement shall be defined as a location of the Employer's work at a shop or branch shop or plant where the Employer conducts the regular business covered by this Agreement including the existence of inventory, a telephone, electric power and toilet facilities, and a permanent office where regular business is conducted and where bargaining unit employees regularly work or report in and out.
2. A construction job site location or a specific job shall not be considered a principal place of business.
3. Unless the initial term of the lease for the Employer's shop or branch shop or plant is for a period longer than one year or the Employer owns the property, then the location shall be deemed a construction job site and not a principal place of business or an Employer's shop or branch shop or plant.
4. It is agreed that if the Employer is excluded in the above section of this Article, they shall conform with the shop requirements in this Article within one (1) year from the signing of this Agreement.

#### **Section F. Contractors License**

The Employer shall have a duly issued and effective State Contractor's License where the work that is performed by the Employer requires such a license.

#### **Section G. Worker's Compensation Insurance**

The Employer shall carry Worker's Compensation Insurance (and shall submit proof of coverage to the Union upon request), they shall comply with all Federal, State and Municipal Laws pertaining to the Glazing Industry and all Health and Safety regulations and rules of the Federal State and Municipal Departments, Commissions and Health Officers, including rules and regulations of the Workers' Compensation Appeals Board.

#### **Section H. San Francisco Paid Sick Leave Ordinance**

The bargaining parties expressly agree that the San Francisco Paid Sick Leave Ordinance shall not apply to employees covered by the Northern California Glaziers Master Agreement.

## **ARTICLE 5 WORKING EMPLOYERS**

### **Section A. Working Employers**

Each Employer may designate no more than two (2) owners, partners or a person's holding proprietary interest in the business as an Owner Member of the Union, said individuals shall become Owner Members of the Union. Owner Members may perform work covered by this Agreement and the Employer shall not be required to make Trust Fund contributions on behalf of Owner Members.

### **Section B. Management Trainees**

The Unions will recognize education programs which may be instituted by the Employer for the purpose of training sales or management trainees. The employment of such trainees shall be for a period not to exceed thirty (30) days for in-plant training, and a period not to exceed thirty (30) days for job site training, or sixty (60) days for both. The provisions of Article 9, Section B. and Section C. shall not apply to any sales or management trainees while employed in an educational program under this Section.

## **ARTICLE 6 PIECE WORK, REBATES, SUBCONTRACTING, ASSIGNMENT OF WORK and MOONLIGHTING**

### **Section A. Piece Work**

Both parties agree that there shall be no piece work permitted on any type of work covered by this Agreement, either inside or outside of the shop. The Employer, or agent of the Union, or employee covered by this Agreement shall not give or accept, directly or indirectly, any rebate of wages.

### **Section B. Subcontracting**

The Employer shall not subcontract any work covered by this Agreement to be done at the site of construction, alteration, or repair of a building, structure or other work:

1. To any other Individual Employer who works with the tools of the trade involved; or
2. To any individual or firm who is not a party to a Collective Bargaining Agreement with the Union party to this Agreement.

### **Section C. Assignment of Work**

1. Prior to assigning any work to another Craft or Trade the Employer shall contact the Union and a pre-assignment conference shall be held.
2. If the parties to this Agreement decide the work in question is not covered under this Agreement then the Employer may assign the field work to any other individual craft or firm who is signatory to an AFL-CIO Agreement.

3. In the event the Employer fails to comply with Section 1 and Section 2 above, the Union, at its sole discretion, may elect to utilize the Dispute Settlement or Arbitration Procedures set forth in this Agreement, and/or, may resort to such economic and legal remedies as it sees fit with respect to such Employer. Any economic action will not be considered a violation of this Agreement.

#### **Section D. Moonlighting**

1. No employee covered by this Agreement shall work on his own behalf as a self-employed individual after his regular hours of employment, or on Saturdays, Sundays, Holidays and designated days off on any work covered by the jurisdiction of this Agreement.
2. Employees subject to this Collective Bargaining Agreement shall not contract or subcontract to perform any of the work covered by this Agreement to be done at the site of construction, alteration, glazing or repair of a building, structure or other work.
3. If any person performs work of the type covered by this Agreement for an Employer who is not signatory to an Agreement with any Glaziers, Architectural Metal and Glass Workers Union then that person and his or her dependents will not be eligible for the health and welfare coverage contained in Article 24 of this Agreement and the person will forfeit any hours that may be contained in his reserve hour bank attributable to service with this Individual Employer.
4. When a member of the Union is directed to work for a non-signatory Employer by the Business Manager of the Union, neither the member nor the Union shall be considered in violation of this Agreement.

### **ARTICLE 7 TRUCK IDENTIFICATION**

#### **Section A. Truck Identification**

The Employer's glazing vehicles shall be identified with permanently affixed company identification and/or Union Logo which shall be prominently displayed and readily visible from both sides of the vehicle. This will be the only acceptable vehicle from which a workman will be allowed to work.

#### **Section B. Cost of Identification**

It shall be the responsibility of the Employer to place and replace truck identification on all glazing vehicles. It shall be the Employer's responsibility to remove any identifying markings for vehicles no longer owned or used in the course of business.

#### **Section C. Temporary Vehicles**

1. Recognizing that conditions do occur when an Employer is temporarily in need of an extra vehicle, an Employer may use other vehicles owned by him or said firm or a commercially leased vehicle from recognized leasing agents such as Hertz, Avis, etc., for the transporting of workmen, tools and materials.



2. The Employer shall not require his or her employees to use their personal vehicles when a temporary vehicle is needed for such occasion.

## **ARTICLE 8**

### **UNION TERRITORIAL JURISDICTION**

The territorial jurisdiction covered by this Agreement comprises the counties of: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Inyo, Kern, King, Lake, Lassen, Marin, Madera, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba Counties in California.

## **ARTICLE 9**

### **UNION RECOGNITION and UNION SECURITY**

#### **Section A. Bargaining Agent**

Each Individual Employer recognizes, acknowledges and agrees that it has satisfied itself that District Council 16 represents a majority of its employees employed to perform all bargaining unit work covered under this Agreement and that the Union is that collective bargaining representative for such employees. The Employer specifically agrees that the Union has demonstrated its majority status and it has properly established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and/or by the execution of previous Agreements.

#### **Section B. Union Membership**

1. It shall be a condition of employment that all employees of the Individual Employer covered by this Agreement who are members of the Union in good standing, on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union.
2. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
3. Whenever the Employer is engaged in the building and construction industry, all employees performing work in the building and construction industry will be required to become members of the Union on the eighth (8th) day following the beginning of employment or the execution date of this Agreement, whichever is later, and maintain such membership during the term of this Agreement.

### **Section C. Work Assignment**

This Agreement shall cover persons engaged in work described and defined in this Agreement. Work defined and described in this Agreement shall be assigned by the Employer to the proper classification of employee (as determined by the Union) covered under this Agreement. It is further agreed that an employee of a higher classification may perform the work of any lower classification but must retain his/her original wage rate unless reclassified as provided for in Article 10, Section D.

### **Section D. 48 Hour Notice**

The Employer will discharge any employee within forty-eight (48) hours of written notice from the Union that an employee has failed to comply with the provisions of this Agreement. In the event the Employer fails to comply with the provisions of this Article, any economic action taken will not be considered a violation of this Agreement.

1. The Union hereby holds the Employer harmless from any and all claims, demands, suits or causes of action that result from the Employer complying with the Union's written notice to discharge an employee.

## **ARTICLE 10 HIRING PROCEDURES**

### **Section A. Referral**

The Employer shall make a written request to the Union when any additional help is needed, and the Union agrees to refer employees to the Employer within twenty-four (24) hours, if available.

### **Section B. Requests**

Notwithstanding the above, a Glazier, Architectural Metal or Glass Worker who is in good standing with the Union may seek his/her own job and the Employer may have referred to it any applicant (who is registered on the Unions out of work list) by submitting a written request by name to the Union.

### **Section C. Requirement**

The Employer shall require each new employee to present a written referral from the Union prior to putting the new employee to work.

### **Section D. Reclassification**

When the Union, employee and Employer agree to reclassify an employee the Employer shall require the employee to present a written referral from the Union prior to putting the employee to work at the new classification.

### **Section E. Violation**

In the event the Employer fails to comply with the hiring procedures the Union may utilize the dispute settlement or arbitration procedures set forth in this Agreement, and may resort to such economic and legal remedies as it sees fit with respect to such Employer. Any economic action taken will not be considered a violation of this Agreement.

## **ARTICLE 11 PAY CONDITIONS**

### **Section A. Pay Day**

1. Wages shall be paid on or before quitting time each Wednesday, or a day mutually agreed upon by the Union and the Employer and shall include all monies due up to and including the preceding work week. In no circumstance shall pay day be more than three (3) working days following the end of the preceding work week.
2. When an employee is terminated he shall receive all monies due him at the end of said working day.

### **Section B. Bad Checks**

If the Employer pays an employee by check, draft or voucher and such check, draft or voucher is subsequently refused payment because the Employer has insufficient funds on deposit or no account with the bank or institution, from then on until advised otherwise by the Union the Employer shall be required to pay all employees covered by this Agreement by cash or certified check or money order with separate statement or stub showing all deductions.

### **Section C. Payroll Records**

1. The Employer shall have available records such as time cards or time records setting forth the number of hours worked and amounts due for overtime, travel time, high pay, travel reimbursement and any extra expenses due the individual employee weekly. Each employee must authenticate their time record weekly to assure its validity.
2. The complete individual payroll information for each employee will be available when requested, as described in Section D.

### **Section D. Payroll Inspection**

1. The Union, if agreeable to the Employer or its C.P.A. shall have the right to inspect the paycheck of any employee covered by this Agreement after a paycheck has been returned by the Bank.
2. The Union, if agreeable to the Employer, or its C.P.A. shall have the right to inspect and audit at a reasonable time during working hours, at the Employer's premises or any location where the Employer's records are maintained, all payroll records and documents related to any employee covered by this Agreement. In the event the results of such inspection or audit reveal that the Employer has violated any term or condition of this Agreement, the Employer shall be liable for the costs of such audit, including legal or accounting fees. If however, the Employer can establish that said violations were not intentional, the Employer shall not be liable for the costs of such audit, including legal and accounting fees.

**ARTICLE 12**  
**TRAVEL TIME & SUBSISTENCE**

**Section A. Travel Time**

1. Regular employees of the Employers located in Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma and portions of Solano Counties who are required to jobsite report more than twenty-five (25) miles from the point of dispatch (employee's home or individual Employer's shop) as determined by the individual Employer, shall receive Wages and Benefits for all time spent traveling beyond twenty-five (25) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than twenty-five (25) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the twenty-five (25) miles. (Mileage and drive time is to be based on the latest version of Microsoft MapPoint). Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile. At no time shall the employee be allowed to transport the Employer's material or equipment in his own vehicle.
  
2. Regular employees of the Employers located in Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, portions of Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties in California who are required to jobsite report more than forty (40) miles from the point of dispatch (employee's home or individual Employer's shop) as determined by the individual Employer, shall receive Wages and Benefits for all time spent traveling beyond forty (40) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than forty (40) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the forty (40) miles. (Mileage and drive time is to be based on the latest version of Microsoft MapPoint). Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile. At no time shall the employee be allowed to transport the Employer's material or equipment in his own vehicle.

**Section B. Subsistence**

1. When employees are required to live away from their personal place of residence, in order to report for work when and where directed by the Employer, each employee shall receive lodging, or an amount equal to reasonable lodging, in advance, plus Subsistence in the amount of seventy-five dollars (\$75.00) per day, in advance, on a separate check.
2. Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.
3. Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

**Section C. Travel Time Calculation Sheet**

The following Travel Time Calculation Sheet shall be used in conjunction with Microsoft MapPoint in order to determine Travel Reimbursement and Fringe Benefits contributions. Microsoft MapPoint setting for Driving Speeds shall be; Interstate Highways – 65 mph, Limited Access Highways – 60 mph, Other Highways – 50 mph, Arterial Roads – 35 mph, Streets – 20 mph.

**Travel Time Calculation Sheet (Formulas)**

Employee Name	From:	Starting Address	
	To:	Destination Address	
	Minutes	Miles	Minutes Per Mile
<b>Actual Commute (One Way)</b>	(Enter minutes as per MapPoint)	(Enter miles as per MapPoint)	<b>Calculation =</b> (Minutes ÷ Miles)
<b>Adjusted Commute (One Way)</b>	<b>Calculation =</b> (Adjusted Commute Miles x Minutes Per Mile)	<b>Calculation =</b> (Actual Commute Miles – 25)	
<b>Round Trip</b>	<b>Calculation =</b> (Adjusted Commute Minutes x 2)	<b>Calculation =</b> (Adjusted Commute Miles x 2)	
<b>Daily Travel Time/Mileage Reimbursement:</b>	<b>Calculation =</b> (Round Trip Minutes rounded to the nearest ¼ hour)	<b>Calculation =</b> (Round Trip Miles x \$0.505)	

**Travel Time Calculation Sheet (Example)**

<b>John Doe</b>	<b>From:</b>	123 Any Street, San Francisco, CA		
	<b>To:</b>	456 Main Street, Fremont, CA		
		<b>Minutes</b>	<b>Miles</b>	<b>Minutes Per Mile</b>
<b>Actual Commute (One Way)</b>		52.00	36.70	1.42
<b>Adjusted Commute (One Way)</b>		16.61	11.70	
<b>Round Trip</b>		33.22	23.40	
<b>Daily Travel Time/Mileage Reimbursement:</b>		2/4	\$11.82	

**ARTICLE 13  
COMMUTING, REIMBURSEMENT, PARKING EXPENSES  
and  
OTHER EXPENSES**

**Section A. Expense Reimbursement**

All monies expended for carfare, toll expenses, telephone, parking while driving the Employer's vehicle, and other legitimate expenses incurred in going to and from the shop to the jobsite, and from jobsite to jobsite shall be paid by the Employer upon presentation of appropriate bonafide receipts, if available.

**Section B. Parking Expenses**

When employees are driving their own vehicles for the purpose of jobsite reporting and no free public parking is available, parking expenses will be reimbursed by the Employer upon presentation of bonafide receipts. Employees must be prudent in selecting the least expensive parking facility within five (5) blocks of the jobsite. When toll expenses are incurred while reporting directly to the jobsite they shall be paid by the Employer. Whenever possible, the employees are encouraged to car pool to the jobsite.

**Section C. Parking Tickets**

Parking violations incurred while using the Employer's vehicle will be reimbursed providing that the violation was not flagrant in nature and due care was exercised in trying to prevent receiving such a citation.

**Section D. Public Transportation**

When an employee is required to report to a jobsite and it is more economical and/or convenient for the employee to use public transportation, the cost of public transportation shall be paid in advance or reimbursed to the employee. The use of public transportation shall be at the sole discretion of the employee.

## **ARTICLE 14 HEALTH & SAFETY**

### **Section A. Safety Rules and Regulations**

1. It is agreed that if the Employer establishes Safety Rules and Regulations, a copy of same must be provided to the employee and the Union. A copy also must be posted.
2. The Employer and the Union agree that these Safety Rules and Regulations shall be adhered to by all employees covered by this Agreement.

### **Section B. Protective Apparel**

1. The Employer shall furnish to all employees all protective apparel, necessary to safeguard employees from all safety hazards as prescribed for in the Safety and Health Orders by the State of California, except safety shoes.
2. The Safety and Health Orders of the Division of Industrial Safety are incorporated herein, and made a part hereof as if set forth in full.
3. Protective apparel shall be issued initially at no cost to the employee, where work requires such apparel. Any further issues will be at the expense of the employee provided that the Employer requires each employee to check out said apparel at the beginning of each work day and check said apparel in at the end of each work day, during normal working hours. Excessively worn or damaged apparel will be replaced by the Employer.
4. Personal welding equipment (Leathers, Hood, Gloves, Slag Hammer and Wire Brush) shall be issued initially by the Industry Fund. Any further issues will be at the expense of the employee. Excessively worn or damaged equipment shall be replaced by the Employer.

### **Section C. CPR & First Aid**

A certified CPR & First Aid program will be available through the District Council 16 Northern California Journeyman & Apprenticeship Training Trust Fund. When State and Federal laws require certified CPR and First Aid personnel at the jobsite, the employee with CPR & First Aid certification may have priority for employment.

**ARTICLE 15  
INSTALLATION MANPOWER**

**Section A. Manpower Schedule**

1. The installation or removal of glass at the jobsite shall be governed by the following minimum schedule **AND IN ALL CASES ENOUGH GLAZIERS TO INSURE SAFETY:**

<b>United Inches</b>	<b>1/4"</b>	<b>3/8"</b>	<b>1/2"</b>
Sizes up to and including 56"	1	1	1
Sizes over 56" and up to 84"	1	1	2
Sizes over 84" and up to 112"	1	2	2
Sizes over 112" and up to 170"	2	3	3
Sizes over 170" and up to 210"	3	4	5
Sizes over 210" and up to 240"	4	5	6
Sizes over 240" and up to 260"	5	6	8
Sizes over 260" and up to 280"	6	8	9
Sizes over 280" and up to 300"	7	9	11
Sizes over 300" and up to 316"	8	10	12

2. It is further agreed that on any job for the purpose of safety and protection of personnel and property and where glass is more difficult or dangerous to handle, the Employer will use additional employees as required for such safety.

**Section B. Mechanical Equipment**

Section A of this Article shall not apply where the Employer provides mechanical equipment to aid in the installation of jobsite glazing. Mechanical glass handling equipment shall be manipulated by a Journeyman Glazier on the jobsite, unless the company providing the equipment will only do so if it also provides the operator, and further providing they are signatory to an AFL-CIO Building Trades Agreement.

**Section C. Insulated Glass**

The Schedule in Section A of this Article shall be used in determining manpower required in the installation of insulated glass, based on glass equivalents, unless mechanical equipment is used.

**Section D. Inside Work**

For all inside work it is agreed that for the purpose of safety and protection of personnel and property and where glass is more difficult or dangerous to handle, the Employer will use additional employees required for safety.



**ARTICLE 16**  
**UNION OFFICIALS FOR ENFORCEMENT OF AGREEMENT**

**Section A. Shop Visits**

The Business Representative or duly authorized representative of the Union shall be allowed to visit the Employer's shop or jobs for the purpose of ascertaining whether or not this Agreement is being enforced. This right shall be exercised reasonably. The Employer shall be notified at the commencement of a shop visit.

**Section B. Bulletin Boards**

The Employer will provide space on bulletin boards for posting notices of Union business. Such notices must be submitted to the Employer for approval before posting.

**ARTICLE 17**  
**STEWARDS**

**Section A. Appointment**

The District Council shall be empowered to appoint and remove all shop and/or job stewards as required in any shop or job of an Employer signatory to this Agreement. Stewards shall be competent Journeypersons currently employed by the Employer at the time of appointment.

**Section B. Duties**

Such duties shall include monitoring the provisions of this Agreement, checking all working cards of Foreman, Journeyperson and Apprentices and to check all applications, working permits, and to report the same by the use of Steward's Report to the Business Representative of the Union. Steward shall work with the tools as well as doing the duties assigned by the Union.

**Section C. Reporting**

The Steward shall report to the Business Representative of the Union and to the Employer or his Representative, any and all violations of this Agreement. All matters of consequence pertaining to jurisdiction, alleged grievances due to unfair treatment by the Employer, are to be reported to the Union for action as may be deemed necessary.

**Section D. Layoff**

The Steward shall be the last employee laid off provided he/she is qualified and able to perform the available work.

**ARTICLE 18**  
**DEDUCTION & REMITTANCE OF DUES CHECK-OFF**

**Section A. Dues Deduction**

The Employer agrees to deduct each pay period from the paycheck of each employee covered by this Agreement, such amounts per hour, as determined by the Union on each hour worked. The Union shall determine the amount of such deductions on January 1, and/or July 1 of each year thereafter. Such deductions shall be based upon a written assignment as required by the Labor Management Relations Act.

**Section B. Dues Remittance**

The Employer will remit the deductions once each month with a remittance form, provided by the Union, with the names of employees for whom deductions were made, together with the amounts deducted. Such deductions will be remitted to the Union or to the Agency designated by the Union for the collection of such deductions.

**ARTICLE 19  
WORK STOPPAGES**

**Section A. Permitted Work Stoppage**

There shall be no stoppage of work either by strike or lockout by the parties hereto, except as permitted elsewhere in this Agreement.

**Section B. Picket Lines**

Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line of the Union party to this Agreement, and including lawful primary picket lines at the Employer's own place of business or jobs.

**Section C. Non-Union Jobsites**

Furthermore, recognizing the "special problems" in the Construction Industry based upon the close relationship between contractors and subcontractors at the jobsite of the construction, alteration, painting, or repair of a building, structure, or other such work and the friction that is created when Union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for disciplinary action or discharge in the event an employee refuses to enter upon any such construction site where non-union employees are employed and which would require the employee to work "shoulder-to-shoulder" or alongside the non-union employee or employees, or refuses to remain on such a jobsite when non-union employees are engaged in such construction on the jobsite. This clause shall apply only to jobsites where the Union's members are working, whether it is on a construction site of the Employer or at any other jobsite.

**ARTICLE 20  
GRIEVANCE AND ARBITRATION**

**Section A. Definition and Procedure**

For all purposes of this Agreement, a grievance is any dispute or controversy between the Employer, the Union and any employee covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement.

**Section B. Procedures**

Such grievances shall be handled in the following manner:

1. The aggrieved employee or Union Representative shall present the grievance in writing to the designated representative of the Employer and shall meet with that representative to discuss the grievance.
2. If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it may be submitted, at the request of either party, to arbitration by written notice to the other party within fifteen (15) working days from the date of the above-referenced meeting.

#### **Section C. Arbitrator**

If the parties cannot reach Agreement on an impartial arbitrator, either the Union or the Employer may request the California State Conciliation Service to submit a list of five (5) arbitrators to the parties. The list shall contain only established arbitrators in the state of California. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator.

#### **Section D. Hearing**

The impartial arbitrator shall hold a hearing as soon as practicable, and shall issue an award which shall be final and binding upon the Union, the Employer and any employee involved in the grievance or dispute.

#### **Section E. Amend Agreement**

The arbitrator shall have no authority to amend, add to or subtract from this Agreement, except where specifically authorized to do so by this Agreement, however, the Arbitrator shall have the authority to fashion a remedy.

#### **Section F. Expense for Arbitration**

The party losing the arbitration shall pay the arbitrator's charges. Cost of the hearing room shall be shared by both of the parties. The cost of the transcript if requested by both parties shall be shared equally. If there is any question who lost the arbitration, the arbitrator shall decide who shall pay the expenses of the arbitrator whether in whole or in part.

#### **Section G. Twelve Day Limit**

Matters not presented to the Employer or the Union in writing within a period of twelve (12) working days after the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

#### **Section H. Union Economic or Legal Action**

1. In the event of a failure by the Employer to pay the wages or fringe benefits required by this Agreement, and the Employer raises no question concerning the interpretation or operation of this Agreement or concerning his obligations to pay remedies as it sees fit with respect to the Employer, and any economic action taken will not be considered a violation of Article 19. However, the Union may, if it so desires, utilize the provisions of this Article with respect to the Employer.

2. Before resorting to any economic remedy as above permitted, the Union must give the Employer involved two (2) business days written notice of its intention to take such economic action. No economic action may be taken by the union if prior to the taking of such action the Employer has raised a question concerning the interpretation or operation of this Agreement or concerning his obligation to pay wages or fringe benefits in dispute, and had deposited the full amount in dispute with the appropriate Trust Fund to be held by the Trust until the matter is resolved under the procedures set forth herein. The provisions for notice in this paragraph shall not apply to any action taken by the Union pursuant to Article 28.

### **Section I. Employer Economic or Legal Action**

In the event the Union violates Article 19 of this Agreement (Work Stoppage), the Employer need not utilize the grievance dispute settlement or arbitration procedures set forth in this Article, but may resort to such economic and legal remedies as it sees fit with respect to the Union, and any economic action taken will not be considered a violation of Article 19. However, the Employer may, if it so desires, utilize the provisions of this Article with respect to the Union in such cases.

## **ARTICLE 21 VACATIONS**

All regular employees who have had reasonably steady employment, those employed for 1,600 hours or more for one (1) or more Individual Employers in the period July 1 through June 30 of the preceding year under this Agreement shall be entitled to three (3) weeks and shall be required to take a vacation of two (2) weeks each year. The Employer shall post a vacation list on a bulletin board or someplace where it may be inspected and each regular employee must designate on the vacation list the date they wish to take their vacation. The time of the employee's vacation will be determined by Agreement between the employee and the Employer, but it must be taken in the period provided for in this Article; except that special permission to work in lieu of vacation can be granted by mutual Agreement between the Employer, employee and the Union.

## **ARTICLE 22 HOLIDAYS & DESIGNATED DAYS OFF**

### **Section A. Holidays**

1. Recognized holidays shall be New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. If any of the holidays designated in this Article falls on Saturday, the preceding Friday shall be observed as a holiday. If any of the holidays designated in this Article falls on Sunday, the following Monday shall be observed as a holiday. No work shall be performed during any part of the twenty-four (24) hours of Labor Day.

## **Section B. Designated Days Off**

1. In addition to the foregoing recognized holidays, there shall be nine (9) Designated Days Off, as designated in Section B(2) below. By signed written Agreement between the Employer, the Union and the employee(s) an alternate Designated Day Off schedule may be established. Said alternate Designated Day Off schedule can be changed no more than once in a twelve (12) month period per employee.
2. The Designated Days Off for the contract term shall be July 1, 2011, September 2, 2011, November 11, 2011, November 25, 2011, December 23, 2011, February 17, 2012, April 6, 2012, May 25, 2012, June 15, 2012, August 31, 2012, November 12, 2012, November 23, 2012, December 24, 2012, December 31, 2012, February 15, 2013, March 29, 2013, May 24, 2013, June 14, 2013, July 5, 2013, August 30, 2013, November 11, 2013, November 29, 2013, December 24, 2013, February 14, 2014, April 18, 2014, May 23, 2014 and June 13, 2014.

## **ARTICLE 23 JOB REGISTRATION**

The Employer shall register all competitively bid jobs to the central office of District Council 16 on mutually agreed upon forms. Said registration shall take place after the award of the project but in all cases prior to manning the job. The Employer need not register jobs which require less than four-hundred-eighty (480) man hours. District Council 16 acknowledges that all information gathered through the job registry shall remain confidential and shall not be disseminated other than in general terms.

## **ARTICLE 24 HEALTH AND WELFARE**

### **Section A. Trust Fund**

The Employer and the Union hereby agree to the continuation of the existing District Council 16 Northern California Health and Welfare Trust Fund ("Health and Welfare Trust").

### **Section B. Contribution Rate**

Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Health and Welfare Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement, on each employee covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 28. The Employer shall not be liable for the contributions of any other individual Employer.

### **Section C. National or State Health Plan**

In the event a National or State Health Insurance Program is adopted that provides similar or substantially equal benefits as provided in this Agreement, then the Union upon thirty (30) days written notice to the Employer shall have the right to allocate all or any portion of the amount contributed by the Employer, in excess of the National or State Health Plan cost, for additional benefits or the difference be reimbursed in wages to the employees covered by this Agreement.

## **Section D. Injured Workmen**

1. Any employee who suffers an industrial injury or industrial illness during the workday while employed shall be compensated for the full day even though he may have to leave work to visit the doctor. Furthermore, such employee shall be compensated by the Employer for the time lost on not more than two (2) additional visits to the doctor, provided that the employee in question is still working for the Employer at the time of the two (2) additional visits to the doctor, and provided further that the Employer shall schedule the time of the two (2) additional visits to the doctor.
2. The Employer shall provide payments to the Health and Welfare Trust for an employee who sustains an injury arising out of and occurring in the course and scope of his employment, for all periods of time that the employee is, because of said disability, unable to return to his usual and customary duties, in order to provide three (3) months additional coverage over that regularly provided for in the Health and Welfare Trust, or when the employee is entitled to coverage on a permanent disability basis, whichever is sooner.

## **ARTICLE 25 RETIREMENT PLANS**

### **Section A. Defined Benefit Pension Plan**

1. The Employer and the Union hereby agree to the continuation of the existing Northern California Glaziers, Architectural Metal and Glass Workers Pension Trust Agreement ("Defined Benefit Pension Trust").
2. Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Defined Benefit Pension Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement, on each employee covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 28. Contributions to the Defined Benefit Pension Trust shall include regular pension contributions and if designated by the Union, supplemental retiree contributions.

### **Section B. National Pension Fund**

1. The Employer and the Union hereby agree to the continuation of the existing I.U.P.A.T. Union and Industry National Pension Fund ("National Pension Fund").
2. Within the limits of the total wage package contained in the attached Wage Schedule A, for each hour or portion thereof, the Employer shall contribute to the National Pension Fund an amount determined by the Union on July 1 and January 1 of each year of this Agreement.

3. For the purpose of this Section B, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with the Agreement shall be counted as hours for which contributions are payable.
4. Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees, and probationary employees.
5. The payment to the National Pension Fund required above shall be made to the I.U.P.A.T. Union and Industry National Pension Fund which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
6. The Employer hereby irrevocably designates as its representative on the Board of Trustees of the National Pension Fund such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though he had actually signed the same.
7. All contributions shall be made at such time and in such manner as the Trustees of the National Pension Fund require; and the Trustees may at any time conduct an audit in accordance with said Agreement and Declaration of Trust.
8. If an Employer fails to make contributions to the National Pension Fund as provided for in Article 28 of this Agreement, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.
9. The National Pension Plan adopted by the Trustees of said National Pension Fund shall at all times conform with the requirements of the Internal Revenue Code as to enable the Employer at all times to treat contributions to the National Pension Fund as a deduction for income tax purposes.

### **Section C. Individual Account Retirement Plan**

1. The Employer and the Union hereby agree to the continuation of the existing Glaziers Individual Account Retirement Trust Fund ("Individual Account Retirement Trust").
2. Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Individual Account Retirement Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement on each employee covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 28.

**Section D. Liabilities**

With respect to each plan described in this Article, no individual Employer shall be liable for the contributions of any other individual Employer.

**ARTICLE 26**

**NORTHERN CALIFORNIA GLAZING CONTRACTORS ADMINISTRATIVE FUND, WORK PRESERVATION FUND, LABOR MANAGEMENT COOPERATION INITIATIVE, POLITICAL ACTION TOGETHER- POLITICAL COMMITTEE & STAR PROGRAM**

**Section A. Northern California Glass Management Association Industry Fund**

Commencing July 1, 2011, and continuing until the expiration date of this Agreement, every Employer signatory to this Agreement shall pay Industry Fund contributions based upon all covered employee hours worked or required to be paid for in the amount of twenty-five cents (\$0.25) per hour. Said Industry Fund contributions shall be remitted to the appropriate depository designated by the Northern California Glass Management Association, no later than the fifteenth (15<sup>th</sup>) day of each and every calendar month for all hours worked during the preceding calendar month. Said Industry Fund contributions are then forwarded to the Northern California Glass Management Association designated account. The contribution rate to the NCGMA will be monitored and may be increased as deemed necessary by the Board of Directors of NCGMA, up to a maximum contribution rate of fifty cents (\$0.50) per hour. No part of the contributions to the Industry Fund shall be used for activities which are inimical to the Union.

**Section B. Work Preservation Fund**

1. There has been created a separate and independent entity, the Work Preservation Fund, Inc., ("Work Preservation Fund") organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to expand the work and jobs available to signatory Employers and employees, and to advance and preserve the industry by promoting high standards and fair competition. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9).
2. The affairs of the Work Preservation Fund are governed by a Board of Directors comprised of equal members representing labor and management, plus one (1) neutral member, elected by a majority vote of the Board of Directors.
3. The Employer shall be obligated to pay for the Work Preservation Fund eight cents (\$0.08) on each employee covered under this Agreement on each hour worked. A full hour contribution shall be paid on any portion of an hour worked. Contributions shall be made pursuant to the provisions of Article 28.

**Section C. Labor Management Cooperation Initiative**

1. The Employer agrees to make payments to The Painters and Allied Trades Labor-Management Cooperation Initiative ("LMCI") for each employee covered by this Agreement, as follows:



- (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (\$0.05) to the LMCI.
  - (b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
  - (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees, and probationary employees.
  - (d) The Employer and Union signatory to this Agreement agree to be bound by and to the Agreement and Declaration of Trust, as amended from time to time, establishing the LMCI.
2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.
3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with the Agreement and Declaration of Trust.
4. If an Employer fails to make contributions to the LMCI within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs of collection of the payments due together with attorney fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause which may be provided or set forth elsewhere in this Agreement.

#### **Section D. Voluntary Payroll Deduction of Political Contributions**

1. Each Member hereby authorizes and directs the Employers to deduct from their pay the sum of five cents (\$0.05) for each hour worked, as a contribution to the Political Action Together-Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. Each Employer agrees to make payments to the Political Action Together - Political Committee (PAT-PC) of the International Union of Painters and Allied Trades for each employee covered by this Agreement, as follows:
  - (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (\$0.05) to PAT-PC.

- (b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
- (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees, and probationary employees.

#### **Section E. STAR Program**

1. There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to promote a high performance, high value culture within the workforce covered under this Agreement through the utilization of a reward based training program. The STAR Program shall fund all STAR Program training and all rewards granted to employees whom annually meet the required goals as established by the STAR Program. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, U.S.C. Section 175(a) and 29 U.S.C. Section 186(c)(9).
2. The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.
3. The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour paid or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 28.

### **ARTICLE 27**

#### **JOURNEYMAN & APPRENTICE TRAINING TRUST FUND**

##### **Section A. Apprenticeship Trust**

The Employer and the Union hereby agree to the continuation of the existing District Council 16 Northern California Journeyman & Apprentice Training Trust Fund ("Apprenticeship Trust").

##### **Section B. Contribution Rate**

The Employer shall contribute to the Apprenticeship Trust the amount shown on the attached Wage Schedule A, on each Journeyman and Apprentice Glazier, covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 28.

##### **Section C. IUPAT Joint Apprenticeship and Training Fund**

The Employer and the Union hereby agree to the continuation of the IUPAT Finishing Trades Institute (IUPAT-FTI) and further provide a minimum contribution of five cents (\$0.05) per hour for each Journeyman and Apprentice employee covered under this Agreement.

**ARTICLE 28**  
**PAYMENTS TO TRUST FUNDS**

**Section A. Current Trust Funds**

**1. Current Trust Funds:** This Agreement requires contributions to be made on behalf of all employees of the Employer performing work covered under the terms of this Agreement in accordance with Wage Schedule A to the following jointly-administered Trust Funds:

- **Northern California Glaziers Pension Trust Fund**
- **District Council 16 Northern California Health & Welfare Trust Fund**
- **Northern California Glaziers Individual Account Retirement Trust Fund**
- **District Council 16 Northern California Journeyman & Apprentice Training Trust Fund**
- **IUPAT Union & Industry National Pension Fund**
- **IUPAT Finishing Trades Institute**
- **IUPAT Labor Management Cooperation Initiative**

**Section B. Trust Agreements:** The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement.

- 1.** Whereas, the Northern California Glaziers Pension Trust Fund has been certified by its actuary to be in critical status as of July 1, 2010, under Code Section 432(b) and ERISA Section 305(b) and consequently the Board of Trustees has provided the collective bargaining parties with its Rehabilitation Plan dated November 10, 2010 and a addendum thereto adopted on March 4, 2011, including schedules that contain benefit reductions and increases in contribution rates as required by Code Section 432(e) and ERISA Section 305(e). Therefore, District Council 16 and the Northern California Glass Management Association and /or the Individual Employer Signatory to this Agreement hereby adopt the benefit reductions and contribution rates set forth in the Recommended Schedule of the Rehabilitation Plan and addendum adopted by the Board of Trustees and incorporate said Recommended Schedule into this Agreement as though it was set forth in its entirety. The hourly Journeyman contribution rates shall be as follows:

<b>Effective Date</b>	<b>Journey person Contributions Providing Benefit Accrual Credit</b>	<b>Additional Contributions Not Providing Benefit Accrual Credit</b>
January 1, 2013	\$3.50	\$3.75
January 1, 2014	\$3.50	\$4.50
January 1, 2015	\$3.50	\$5.25
January 1, 2016	\$3.50	\$6.00
January 1, 2017	\$3.50	\$6.75
January 1, 2018	\$3.50	\$7.50

Those classifications contained in this Agreement that provide for contribution rates that are different from the contribution rates set forth above, then the Employer shall pay additional contributions that do not provide benefit accrual credit which are proportional to the above rates. The above contribution rates shall be in effect for the duration of this Agreement.

**Section C. Trustees:** Each Employer does hereby designate the Board of Trustees of the Trust Funds referred to above, including any trust funds created as a result of a merger, as trustees for all proper and lawful purposes as provided in the various trust Agreements and as required by law. District Council 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws. The Northern California Glass Management Association shall appoint their Trustees in accordance with their bylaws.

**Section D. Payments To Trust Funds and Other Funds:**

1. **Other Funds:** The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Work Preservation Fund, Industry Fund, DC 16 STAR Fund, Administrative Dues Check-Off, Wage Equality Dues Check-Off, Organizing Dues Check-Off, Unity Action Dues Check-Off and of the IUPAT PAT-PC deductions pursuant to the attached Wage Schedule A's of this Agreement. The consequences of any and all delinquent remittance of these deductions and/or contributions shall be the same as those provided by the Trust Agreements of the District Council 16 Northern California Health & Welfare Trust Fund.
2. **Due Date:** All payroll deductions and contributions based on hours worked in a particular month shall be payable under this Agreement on or before the fifteenth (15th) day of the following month (the "due date") and will be deemed delinquent if not received by the end of the month, at which time liquidated damages shall be incurred and interest assessed as of the first day of the next month.

- 3. Liquidated Damages and Interest Assessments:** Because of the difficulty of determining the actual expense of collection or of damage resulting when a monthly payment is delinquent, liquidated damages, as well as interest, shall be assessed against both delinquent contributions and payroll deduction remittances, referred to in this Article, together with reasonable attorneys fees and any other expenses incurred in connection with the delinquency. The amount of liquidated damages shall be the greater of twenty percent (20%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00) per month, or the interest accrued until those contributions and payroll deductions are paid, whichever is greater. However, if the delinquencies are paid prior to the filing of a lawsuit, liquidated damages shall be the greater of ten percent (10%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00), not to exceed seven hundred fifty dollars (\$750.00) per month. Interest shall be assessed on delinquent contributions and payroll deductions at such rate as the Trustees of the Trust Funds may determine. The amount of the assessments on delinquent payroll deduction remittances shall be the same as is established by the Trustees of the District Council 16 Northern California Health & Welfare Trust Fund.
- 4. Economic Action:** If the required contribution and liquidated damages owed by the delinquent Employer to any or all of the Funds, or the payroll deductions and/or other contributions referred to in this Article, are not received by the last day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer. Any employee withdrawn from the job or shop of the delinquent Employer, pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate the employee for the inconvenience and loss of time due to said delinquency. Such payment shall be in addition to all wages due the employees for time actually worked prior to their withdrawal from the job or shop of the delinquent Employer. In addition the Union shall have such further remedies as set forth in this Agreement.
- 5. Rights and Remedies:** The rights and remedies against a delinquent Individual Employer as set forth above are not exclusive but are cumulative and nothing in this Article shall in any way limit anyone's right to enforce the collection of contributions or payroll deductions by any legal means. The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the collective bargaining Agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his obligations to make payments.

6. **Place of Payments:** All contributions and payroll deductions referred to in this Article shall be paid at the place or places designated by the Trusts, NCGMA and the Union, and on such forms as they may require.
7. **Minimum Contribution Rates:** The Employer and the Union party to this Agreement recognize and acknowledge the Trustees' rights to set minimum contribution rates for participation in their respective Funds. Should the total wage package not be sufficient to provide minimum rates required, the parties recognize that the Trusts specified in the Agreement cannot continue to provide such benefits and other arrangements will have to be made to provide them.
8. **Payroll Inspection:** The Administrator of the Trust Funds referred to in Section A above, the Administrator's C.P.A. or C.P.A. designated by the Union shall be allowed to inspect the payroll records of any Employer or the Union, with reasonable written notice to ascertain if the provisions of this Agreement are being complied with.
9. **Time Records:** Employers shall keep weekly time cards or time records on which shall clearly appear the employee's full name and the last four (4) digits of the employees social security number, the job or job's names, the hours worked each day on each job and total hours worked each week, showing total straight time hours, total overtime hours and the type of work performed. The employee shall sign the time card or time record, except where such records are kept electronically.
10. **Electronic Record Keeping -** Where time records are maintained electronically, upon request of the Trust Funds or their agents, auditors, administrators or attorneys, the Employer shall provide a detailed description of the procedure for the maintenance of such electronic time records, including but not limited to the method and procedure by which the time, job and type of work is reported, recorded and secured from alterations as of the date of input or thereafter. This Section shall be applicable to any audit of an Employer's payroll records which is scheduled or in process at the effective date of this Agreement.
11. **Checks and Check Stubs:** Each pay check and each stub or copy shall clearly indicate the date of payment, pay period covered, company name, and shall include:
  - (a) Total straight time hours worked and the rate of pay;
  - (b) Total overtime worked and overtime rate;
  - (c) Total gross wages paid, including pay for Travel Time;
  - (d) Deductions itemized; and
  - (e) Net pay for period, including pay for Travel Time.
12. **Failure to Keep Records:** If an Employer fails to keep time cards or time records as required above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement. In addition, there shall be a rebuttable presumption, at the option of the

Trusts, that any employee who worked in a given week for whom complete, signed, time cards or time records, were not made available for review by the Trusts representative, shall be deemed to have performed covered journeyman work for a minimum of eight (8) hours per day, totaling forty (40) hours for that week.

**Section E. Audits Of Records:** The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the Board of Trustees to enter upon the premises of such Employer or the Union during business hours to examine and copy records including but not limited to, the following:

1. Canceled checks and check stubs showing all monies paid to each employee of the Employer.
2. Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, suppliers, relatives, partners and joint ventures of the Employer.
3. The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.
4. Copies of all fringe benefit returns of Employer's prepared for filing with the Trust Funds for each month.
5. Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.
6. Copies of the Employer's Quarterly Federal Tax Return (Form 941) for each quarter, as well as the State Quarterly Wage and Withholding Report (Form DE 6).
7. Individual employee's time records including, but not limited to, all Travel Time Calculation Sheets as required by Article 12, Section C for each employee of Employer.
8. Records of each job involving work covered by this Agreement, to the extent that such records exist, including:
  - (a) Name and address of owner of property where work covered by this Agreement was performed;
  - (b) Name and address of the general contractor for whom the work was performed;
  - (c) Street address where work covered by this Agreement was performed;
  - (d) Total payroll cost of each job;
  - (e) Name and address of each person who performed work covered by this Agreement on each job.

- (f) Total materials cost of each job.
- 9. Copies of Federal Forms W-2 and W-3 prepared by the Employer for each employee.
- 10. Disbursement Journal of the Employer.
- 11. Payroll Journal of the Employer.
- 12. Employee records are to be maintained by the Employer for a period of at least four (4) years or in accordance with State and Federal requirements.
- 13. In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by him/her to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination. Upon the written request of the Board of Trustees, or their duly authorized representative, such Employer may be requested to bring or send his/her records for auditing to the Trust Fund Office or to the office of the designated accountant.
- 14. Whenever an employee appears on work as defined in this Agreement and he/she appears as an employee or subcontractor for other work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of a journeyman glazier's wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice. Any bonuses, expenses or sums of monies paid to an employee other than as provided by this Agreement shall be specifically identified in the Employer's records and on the employee's check.

**Section F. Bonding:**

- 1. Each Employer shall, within ten (10) days of the mailing of notice by the Administrator of the Trust Funds, provide a bond in a sum equal to the greater of five thousand dollars (\$5,000.00) or twice the monthly average of the wages and contributions made or due under the terms of this Agreement, or the Agreement immediately preceding this Agreement, by such Employer in the six (6) month period just prior to the mailing of said notice. Such amounts are to be determined by the said Administrator. Such bond or cash in lieu of bond is not in any way to be construed in lieu of payments required pursuant to this Agreement. All such bonds shall be deposited with the Trust Funds and all bonds shall be in a form acceptable by the Board of Trustees and shall be enforceable throughout the term of this Agreement.
- 2. Each Employer must comply with the bonding provisions of this Agreement if the Employer has more than one (1) delinquency within a twelve (12) consecutive rolling month period as shall be determined by the Trustees. The Trustees may, within their sole discretion, require such Employers to file report forms and make contribution payments at more frequent intervals than is required of other Employers. When an Employer, after having deposited said bond, attains a record of twelve (12) consecutive months of prompt, timely and proper payment of wages and Trust Fund Contributions, he/she may have said bond returned upon proper application to the said Administrator and the approval of the Trustees. If the Bond must be used to make any payment of wages or



contributions to said Trust Funds, the money shall first be applied to the payment of wages of employees working under this Agreement and the balance shall be prorated among the amounts due by the Employer to the various Trust Funds. In the event an Employer fails to deposit a satisfactory bond within the time provided and the notice herein provided for has been given, all employees shall be withdrawn from the job or shop of the Employer and all employees withdrawn pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate for the inconvenience and loss of time due to the Employers failure to post bond. Such payment shall be in addition to all wages due the employees for time actually worked prior to being withdrawn from the job or shop of the Employer. In addition the Union shall have such further remedies as set forth in this Agreement.

**Section G. Transfer of Money From Benefit Funds to Wages:**

1. During the term of this Agreement the Union and/or Trustees may request in writing an increase or decrease in the contributions required by the Employer to a particular benefit fund or funds. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. The Employer will honor such request effective upon the date set forth in a Memorandum Of Understanding (Wage Schedule A) between NCGMA and the Union.
2. Any increase or decrease in the required contributions by the Employer to the particular benefit fund or funds shall in no way result in a decrease in the Taxable Net Wage of the then current Wage Schedule A.

**Section H. Erroneous Payments:** An Employer shall be entitled to credit against future Employer contributions or refund of money paid to specified Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds, in accordance with Trust Fund's policy on overpayments of contributions, including but not limited to the following conditions:

1. **DC 16 Health & Welfare Trust:** Where hours paid were reported at a rate higher than required, the amount of overpayment shall be refunded or credited to the Employer. Written application for refund or credit must be made within four (4) years from the due date of the report containing the erroneous payment; but an audit report may be considered a written request for refund. Refund or credit may be made within six (6) months after the Plan Administrator determines that the improper rate was paid by mistake. Any amounts found to be over reported and overpaid for the purpose of providing coverage to persons not eligible for coverage shall be offset from any other amounts repayable to the Employer, or if no offset is available, billed to the Employer for repayment to the Trust Fund.;
2. **Defined Benefit Pension Plan:** Where contributions were made to the Northern California Glaziers Pension Trust Fund for hours reported in excess of those for which the employee worked, overpayments shall be credited or refunded to the Employer, and the hours backed out of the employees account;

3. Refunds or credits shall be allowed as provided above so long as the Trust Funds have made no disbursements on behalf of employees based upon the erroneous contributions;
4. The Boards of Trustees of the Trust Funds have determined that the erroneous contributions were made due to a mistake of fact or law and can properly be returned, without interest or earnings, pursuant to ERISA Section 403(c);
5. Any erroneous payments found on an audit shall be reported immediately to the Employer and credited or offset against amounts found due on audit, if any, in accordance with Trust's policy; and
6. No other refunds or credits shall be given with respect to District Council 16 Journeyman & Apprentice Training Trust Fund, a defined contribution retirement plan, or other entities or payroll deduction remittances, except by direction of the Trustees.

**Section I. Fringe Benefit Coverage For Other Employees:** Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set forth in a written participation Agreement between the Trust Fund and the Employer, which may incorporate the rules of this Article by reference.

## **ARTICLE 29 JOINT APPRENTICESHIP TRAINING COMMITTEE**

In the territorial jurisdiction of the Union there is established one (1) Joint Apprenticeship Training Committee of twelve (12) members of whom six (6) shall be appointed by Northern California Glass Management Association and six (6) shall be appointed by the Union. The Committee shall oversee the apprenticeship system under the control of the Trustees of the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund.

## **ARTICLE 30 PRE-APPRENTICE**

### **Section A. Pre-Apprentice Wages**

- (1) Pre-Apprentices shall be paid an hourly Taxable Net Wage based upon thirty four percent (34%) of the Journeyman Taxable Net Wage.
- (2) Full fringe benefit contributions shall be made on behalf of all Pre-Apprentices with the exception of Pension, Annuity and Vacation/Holiday. Pre-Apprentices shall have no contributions made on their behalf towards Pension and Annuity during their term of Pre-Apprenticeship.

### **Section B. Pre-Apprentice Term**

- (1) The Pre-Apprenticeship term shall last for no longer than six (6) months.

- (2) The entire Pre-Apprenticeship period shall be considered probationary and employment may be discontinued at any time at the sole discretion of the employer.

### **Section C. Prevailing Wage Projects**

In no case shall Pre-Apprentices be allowed to work on prevailing wage projects.

## **ARTICLE 31 APPRENTICE GLAZIER**

The following are the wages, hours and working conditions with respect to Apprentice Glaziers, including, but not limited to all other Articles of this Agreement.

### **Section A. Eligibility**

Any individual, age 18 and over who meets the requirements established by the Joint Apprenticeship Training Committee, is eligible to be registered as an Apprentice Glazier. After serving a six (6) month probationary period, they must then serve at the trade for a further period of four (4) years and six (6) months, subject to approval of the Joint Apprenticeship Training Committee.

### **Section B. Employer Eligibility**

Only a responsible business entity or branch thereof shall be permitted to employ an Apprentice Glazier. No Individual Employer is entitled to an Apprentice Glazier unless he has been established as a recognized flat glass business entity for at least one (1) year. Whenever an Individual Employer desires to hire an Apprentice Glazier they shall notify the Joint Apprenticeship Training Committee which shall furnish the Employer with a registered Apprentice Glazier.

### **Section C. Ratios**

When the Employer employs one (1) or more Journeymen steadily (a steadily employed Journeyman shall be defined as working 870 or more hours per year), it may employ one (1) Apprentice Glazier; then one (1) additional Apprentice Glazier for the next two (2) additional Journeymen steadily employed thereafter. This ratio may be altered at the discretion of the Joint Apprenticeship Training Committee at the request of the Employer.

### **Section D. Hiring Procedures**

1. The Employer must be approved by the Joint Apprenticeship Training Committee and have signed the "Agreement to Train" (Form DAS 7). The Joint Apprenticeship Training Committee shall not arbitrarily withhold approval.
2. The Employer must notify the Joint Apprenticeship Training Committee of the intention of hiring an Apprentice Glazier.
3. The Employer must agree not to use the prospective Apprentice Glazier until having been approved (indentured) by the Joint Apprenticeship Training Committee.

**Section E. Discharges**

- 1. After the probationary period the Employer may not discharge an Apprentice Glazier without first notifying the Joint Apprenticeship Training Committee in writing and an Apprentice Glazier cannot be discharged without the approval of the Joint Apprenticeship Training Committee.
- 2. An Employer employing a registered Apprentice Glazier and discharging without just cause shall not be entitled to another Apprentice Glazier until such time as the discharged Apprentice Glazier would have completed the full time of Apprenticeship.

**Section F. Rights of Committee**

Apprentice Glaziers shall not be permitted to work for any person or firm other than their first Individual Employer, except by permission of the Joint Apprenticeship Training Committee. The Joint Apprenticeship Training Committee may rotate Apprentice Glaziers into different shops if necessary to receive well-rounded training.

**Section G. Quit Without Permission**

Apprentice Glaziers who leave their Employer without permission of the Joint Apprenticeship Training Committee before their term of Apprenticeship is completed may be terminated from the apprenticeship program.

**Section H. Working Alone**

An Apprentice Glazier may be allowed to work on any job alone after the first year of Apprenticeship. The Joint Apprenticeship Training Committee may approve the Apprentice Glazier working alone on one (1) or more types of work, and not on other types of work, depending upon the skill and ability of the Apprentice. An Apprentice Glazier shall not be permitted to superintend work or act as foreman or leadman.

**Section I. Wages and Benefits**

- 1. Apprentices shall be paid a progressive increasing scale of wages based on a percentage of Journeypersons Taxable Net Wage as follows:

Starting Wage Rate.....	40%
After 6 months.....	46%
After 12 months.....	52%
After 18 months.....	58%
After 24 months.....	64%
After 30 months.....	70%
After 36 months.....	76%
After 42 months.....	82%
After 48 months.....	88%
After 54 months.....	94%
After 60 months.....	100%

2. Full fringe benefit contributions shall be made on behalf of all Apprentices with the exception of Nor/Cal Pension, IAR Pension and IUPAT Pension; such contributions shall be based on their respective percentage of Journeyman contributions. Future fringe benefit contributions shall be increased based on their respective percentage of Journeyman future increased contributions with the exception of Health & Welfare which shall be paid at one hundred percent (100%).

#### **Section J. Disputes**

All matters of controversy or disputes arising out of the operation or interpretation of the Apprenticeship standards established by a Joint Apprenticeship Training Committee or arising out of the operation or interpretation of the Apprenticeship rules set forth above, which cannot be settled by the duly authorized representatives of the Union and the Employer, shall be referred immediately to the Joint Apprenticeship Training Committee. The Joint Apprenticeship Training Committee shall review the facts and render a decision which shall be final and binding upon all parties, including the Apprentice. In the event a decision cannot be reached by the Joint Apprenticeship Training Committee, or in the event of a failure by the Employer or the Union or the Apprentice to comply with the decision of the Joint Apprenticeship Training Committee, the problem shall then be referred to the Division of Apprenticeship Standards and/or shall be processed as provided in this Agreement.

### **ARTICLE 32 JOURNEYMAN GLAZIERS**

The following are the wages, hours and working conditions with respect to Journeyman Glaziers, including, but not limited to all other Articles of this Agreement.

#### **Section A. Journeyman Glazier**

1. The term Journeyman Glaziers, Architectural Metal or Glass Worker means a person who has served a bona fide apprenticeship and has an apprenticeship certificate or who is qualified by experience and ability to perform work with tools and machines as is necessary in the performance of skilled Glaziers, Architectural Metal or Glass Workers' work. The Employer shall determine the qualifications of Employees.
2. The hourly minimum rate of wages for all Journeyman Glaziers working in Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma and portions of Solano Counties shall be as follows:
  - (a) Journeymen shall be paid pursuant to the attached Wage Schedule A and receive a one dollar and fifty cent (\$1.50) per hour increase to the Total Package each January 1 of this Agreement or any extensions thereof.

(b) The increases required each January 1 of this Agreement shall first be utilized to pay the deficit reduction contributions required by the Northern California Glaziers Pension Trust Fund, Preferred Rehabilitation Schedule, pursuant to Article 28, Section B(1). Secondly, the increase required each January 1 of this Agreement shall be utilized to cover any hourly cost increase in Health & Welfare. Any remaining annual increase amount that was not utilized to fund Pension and/or Health & Welfare shall be allocated to wages unless the annual hours worked and/or reported to the Northern California Glaziers Pension Trust Fund under this Agreement the preceding year (July 1 through June 30) were less than 2,450,000. In the event that the previous year's hours worked and/or reported to the Northern California Glaziers Pension Trust Fund under this Agreement are less than 2,450,000, the remainder of the increase required each January 1 of this Agreement, that was not utilized to fund Pension and/or Health & Welfare, shall be deferred and held in deferment until such time as the previous year's hours exceed 2,450,000. In the event that the previous year's hours meet or exceed 2,450,000, all amounts being held in deferment shall be added to the increase due that January 1 and those amounts in excess of any required to fund the Pension and/or Health & Welfare that year shall be allocated to wages. In the event that money remains in deferment at the time this Agreement expires, this agreement shall automatically extend for one more year.

(1) On the January 1 in which the money being held in deferral is released to be allocated to wages as defined above equals or exceeds three dollars (\$3.00), then the deferral money shall be split equally and paid over the immediate and following January 1.

## **Section B. Shop Foreman**

1. All shops employing twenty (20) or more employees covered by this Agreement will designate one (1) working Journeyman, in good standing with the Union, as their Shop Foreman. The Shop Foreman's responsibilities shall include coordinating and directing all field work as well as overseeing the duties of the Leadmen, assigning jobs to crews and individuals, maintaining discipline and enforcing regulations and policies as directed by the Employer especially in regards to the promotion of safety. The Shop Foreman shall oversee the training and job assignments of apprentices and insofar as possible, give the apprentice the instruction recommended by the Joint Apprenticeship Training Committee. The Shop Foreman shall, whenever possible, devise new methods of operation that will benefit both the Employer and employees. In accepting authority, the Shop Foreman will also accept responsibility.
2. The Shop Foreman will receive a minimum of fifteen percent (15%) above the Journeyman Glaziers Net Wage Rate.

- (a) Shop Foreman shall be required to attend and satisfactorily complete at least sixteen (16) hours of STAR Program Training annually of which at least eight (8) hours shall be Supervisor Certification Training. Effective July 1, 2013 any Shop Foreman who has failed to attend and/or satisfactorily complete their annual sixteen (16) hours of STAR Program Training and/or eight (8) hours of Supervisor Certification Training, during the preceding STAR training year ending June 30, shall no longer be eligible to act as a Shop Foreman for any Employer until such time as he or she completes the required training.

### Section C. Leadman

1. The duties and responsibilities of the Glazier Leadman shall include handling the Company paperwork on the job, assigning and supervising work, maintaining performance requirements, conducting liaison with the general contractor's or owner's representative, maintaining communications with his company and maintain safe working conditions and practices throughout the course of the job. They shall also be permitted to perform during working hours certain Union duties such as: job notification and determining if all work covered by this Agreement is to be performed by members of the Unions party to this Agreement. Further, it shall be the duty of the Leadman to return the Company's unused material and equipment to the Company.
2. When three (3) or more employees covered under this Agreement are on a job of four (4) days' duration or more, one (1) Journeyman Glazier in good standing with the Union shall be the designated Leadman, for the duration of the job. After the first Leadman and the Job Foreman have been designated on a particular job an additional Journeyman Glazier in good standing with the Union shall be the designated Leadman when twenty (20) or more employees covered under this Agreement are on a job of four (4) days' duration or more, and one (1) additional Journeyman Glazier in good standing with the Union shall be the designated Leadman for each additional fifteen (15) employees.
  - (a) The definition of "Duration of the Job" is the primary contract and does not include change orders, call back or glass breakage and reglaze labor, providing that none of the exceptions require three (3) or more employees for four (4) days or more on each separate operation.
3. The Leadman will receive a minimum of ten percent (10%) above the Journeyman Glaziers Net Wage Rate.
  - (a) Leadman shall be required to attend and satisfactorily complete at least sixteen (16) hours of STAR Program Training annually of which at least eight (8) hours shall be Supervisor Certification Training. Effective July 1, 2013 any Leadman who has failed to attend and/or satisfactorily complete their annual sixteen (16) hours of STAR Program Training and/or eight (8) hours of Supervisor Certification Training, during the preceding STAR training year ending June 30, shall no longer be eligible to act as a Leadman for any Employer until such time as he or she completes the required training.

#### **Section D. Regular Employees**

Regular employees of each Employer shall be paid in accordance with the appropriate Wage Schedule, which shall be determined based upon the county in which the Employer's principle place of business is located (home county). Regular employees who are brought into counties which are within the jurisdiction of the union party to this Agreement but are covered under a different Wage Schedule (outside county), shall be entitled to receive the wages and conditions effective in either the home or outside county, whichever is more favorable to such regular employees. Members referred directly from the Union to a specific project shall be referred at the county rate based upon the projects location. "Regular Employee" is defined as any employee who has maintained employment with the same Employer beyond the initial project referral.

#### **Section E. Continuing Education**

1. Each Journeyman Glazier shall annually obtain a minimum of sixteen (16) hours Glazier-trade and/or safety education training. The curriculum for such continuing education shall be established and provided by the STAR Program.
2. Each Journeyman Glazier shall successfully complete and maintain safety training and possess a valid certification card for the following:
  - (a) First Aid
  - (b) Fork Lift Operator
  - (c) OSHA-10
  - (d) OSHA-30
  - (e) Scaffolding
  - (f) All aerial man lifts
  - (g) Swing Stage

#### **Section F. Working Hours**

1. The normal work week for each Journeyman Glazier shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday. The Employer may establish a schedule of Tuesday through Saturday work week schedule for the Journeyman Glazier. Such schedule may not be changed any more often than once in a thirty (30) day period without consent of the Journeyman Glazier and the Union.
2. The normal work day for each Journeyman Glazier shall consist of eight (8) consecutive hours performed between the hours of 6:00 a.m. and 5:00 p.m., provided that each employee shall have one-half (1/2) hour for lunch on their own time. There shall be no split shifts allowed. All other work shall be considered overtime and shall be paid for accordingly.
3. Upon prior written Agreement between the Employer and the Union, starting and finishing times different from those set forth in Section 2 may be established (shift work). Shift work may only be established on jobs of five (5) days duration or more.



- (a) If a second (2nd) shift is established, the normal work day for each Journeyman Glazier shall consist of seven and one-half (7-1/2) consecutive hours performed between the hours of 12:00 p.m. and 12:00 a.m., provided that each employee shall have one-half (1/2) hour for lunch on their own time. The second shift shall be paid eight (8) hours at ten percent (10%) above the Journeyman Glaziers Net Wage Rate. All other work shall be considered overtime and shall be paid for at the rate of double time.
  - (b) If a third (3rd) shift is established, the normal work day for each Journeyman Glazier shall consist of seven and one-half (7-1/2) consecutive hours performed between the hours of 7:00 p.m. and 7:00 a.m., provided that each employee shall have one-half (1/2) hour for lunch on their own time. The third shift shall be paid eight (8) hours at fifteen percent (15%) above the Journeyman Glaziers Net Wage Rate. All other work shall be considered overtime and shall be paid for at the rate of double time.
  - (c) Personal preparation for work and cleanup shall be done before starting time and after quitting time, and shall not be a part of the eight (8) hours constituting a day's work.
- 4. When commencing work on any day, Monday through Friday, Journeyman Glaziers governed by this Article shall be employed for not less than eight (8) hours per day. However, any Journeyman Glaziers reporting for work after the regular starting time shall be paid only for the hours worked, but not less than four (4) hours. When a Journeyman Glazier leaves the job, at his own discretion, they shall be paid only for the hours worked. When weather, natural conditions, or emergency situation beyond the control of the Employer prevents a full day's work, the hours worked shall be paid for, but not less than four (4) hours. It shall be incumbent upon the employee to notify their Employer immediately upon being advised of the emergency.
  - 5. Unless given notice individually within two (2) hours after their regular shift that their services are not required the following regular work day, all employees reporting for work, shop or jobsite at their regular starting time shall be paid four (4) hours pay, except when weather, natural conditions, or emergency situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. As a condition to being entitled to receive pay under this Section, the employee must have his current telephone number and address on file with the Employer. The prior notice to the employee provided for in this Section may be given in person, writing, by telephone or telegraph.
  - 6. A four (4) ten (10) hour day work week may be implemented upon approval of the Union, Employer and employee. When a four (4) ten (10) hour day work week is established, it shall be for four (4) consecutive week days.

#### **Section G. Overtime**

The overtime rate of pay shall be as follows:

- 1. For the first two (2) hours, after the first eight (8) regular hours, Monday through Friday, and the first eight (8) hours of a Designated Day Off, time and one-half.

2. Saturdays, Sundays, holidays, shift work overtime and four (4) ten (10) hour day work week overtime and all other overtime work shall be paid for at the rate of double time. Employees working Saturdays, Sundays and holidays shall be employed for not less than two (2) hours.
3. The Employer, prior to commencing any weekend, Designated Day Off, or Holiday work shall notify the Union, in writing. Overtime permits shall be obtained from the Union. Whenever an overtime permit is requested under this Section by the Employer, its issuance shall not be unreasonably withheld by the Representative of the Union. When emergencies arise, the Employer shall call the Union Representative or answering service of the Union and give the name of his firm and the name of the person calling, and the name and location of the emergency job and the number of men working on such emergency job. The Employer may then proceed with the emergency job.
4. Subject to the provisions of this Article, all call back time after the regular shift shall be paid for at the rate of double time. When an employee cannot be contacted at the jobsite for reasons beyond the control of the Employer and the employee is contacted at his home within a two (2) hour span after his regular shift, such a situation will not constitute a break in employment (Section G, "Emergency Board-Up" and Section E "shift work" does not apply to this Section).
5. The Employer, when performing overtime work or work on Saturdays, Sundays and Holidays, pursuant to this Section shall utilize his own employees on such work, and shall not utilize the regular employees of another Individual Employer without the prior consent of such other Employer, except in the case of legitimate emergencies. In which case, such other Individual Employers shall be notified on the first working day thereafter.

#### **Section H. Emergency Board-Up**

1. Emergency Board-Up work shall be defined as work performed after the normal work shift when the employee is designated by the Employer to be available to receive calls from a telephone directory listed emergency telephone number, an emergency answering service or other answering device, supplied by the Employer.
2. For this work the employee shall be compensated at one and one half times their hourly Taxable Net Wage, two (2) hours minimum, starting from the point where the calls are received and return to the point of origin.

#### **Section I. High Pay**

An employee working from a swing stage, scissor, fork or other mechanical or hydraulic lift on a building or structure shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour above their hourly Net Wage Rate for each hour worked on such equipment. High pay is described as work performed above two (2) floors from the ground on each elevation.

#### **Section J. Reduced Wage Rates**

Employees whose age or physical condition prevents them from earning the current rate of wages may be permitted to work for less than the wage rates set forth in Section A by mutual Agreement of the employee, the Employer and the Union.

### **Section K. Exceptional Conditions**

It is recognized that the foregoing Working Rules cannot reasonably be so worded as to cover any and all contingencies that may arise because of other than ordinary circumstances. It is, therefore, agreed that a contingency not specifically provided for in this Agreement shall be classified under the category of an "Exceptional Condition," and an employer may make a request to the Union for a permit issued under the Exceptional Condition clause so long as the issuance shall not endanger the health and safety of the persons who perform the work.

- (1) The Employer shall submit a request for an Exceptional Condition permit in writing by email to the Director of Service of District Council 16. The Director of Service of District Council 16 shall forward a written response by email to the requesting Employer within two (2) business days of the request.

### **Section L. Jurisdiction of Work**

The jurisdiction of work for the Journeyman Glazier shall include the handling, cutting, processing, preparing, setting or removing by any means, including mechanical glass handling equipment on the job, of the following types of glass, sealants, assembly and/or installation of same:

1. **Glass**

All glass including but not limited to Art, Automobile, Beveled, Cathedral, Chalkboard, Colored, Environmental, Figured, Glare Reducing, Glass Projection Screens, Heat Absorbing, Insulating, Photo Voltaic, Laminated, Leaded, Mirrors (of all types), Obscure, Opaque, Plate, Prism, Protective, Rolled, Sheet, Structural, Tempered, Tinted, Translucent, Transparent, Wired, X-Ray Shielding Glass, including Plastics or other similar materials when used in place of glass, and when installed in Wood, Stone, Rubber (natural or synthetic), Metal of all types, sash, doors, skylights, louvers, sliding and fixed showcase doors, glass doors, partitions, in the shop and on the jobsite, whether temporary or permanent, on or for any building in the course of repair, remodel, alterations or construction.

2. **Sealants**

All facing materials, caulks, and sealing materials including but not limited to Putty, Acrylics, Butyl, Butyl Tapes, Rubber, Mastic, Epoxy, Hypalons, Neoprene, Nitriles, oil based caulks, oil based glazing compounds, Polybutene tapes, Polysobutylene tapes, Polyethylenes, Polytremedyne, Polyurethane; one and two parts, Polysulfides one and two parts, and all types of back up materials that may be required to make a complete seal. The types of sealants and back up materials, that are adjacent to materials as described in this Article, are included in the work of Journeyman Glaziers, Architectural Metal and Glass Workers.

3. **Fabrication, Assembly and Installation of:**

- (a) Metals and Panels, Lead, Zinc, Aluminum, Stainless Steel, Fiberglass, Plastic, P.V.C. over metal, and all other types of materials including Extruded, Rolled, Shaped Metal Tubes, Mullions, Metal Facing Materials, muttons, Fascia Trim Molding, Porcelain Panels, Non-Ferrous Panels, Architectural Porcelain, Plastic Panels, Asbestos Panels, and any other materials when used in place of same relative to Store Front, Curtain Wall, Slope Glazing and Window construction, in any type of building in the course of repair, remodel, alteration or construction.

- (b) Doors, Door Closers, Hinges, Locks, Screens, Windows, including frames: including but not limited to Patio Sliding Doors, fixed units, vented and fixed windows, shower doors, bathtub enclosures, and storm sash, in all cases where the glass becomes an integral part of the finished product.
- (c) Mirrors, Glass, Metal or Plastic.
- (d) Insulating glass units, and solar heat collectors containing glass and Photo Voltaic panels or glass substitutes.

#### **4. Processing**

Processing of glass and any other materials when used in place of same, including but not limited to: Glass cleaning in the shop, mirror cleaning and stripping, beveling, silvering, scratch polishing, sandblasting, flat glass where cutting, miter cutting, engraving, hole drilling and machine operations including belt, automatic and all machines used in processing of glass.

#### **5. Art Glass**

Selecting, cutting preparing, designing, art painting, engraving, drafting, etching, embossing, chipping, glass bending, mosaic, glass shades, thick facet glass and fused glass.

### **Section M. Tools and Workmanship**

1. All work shall be done in conformity with the specifications on the job and concerning workmanship.
2. All equipment including, but not limited to, all mechanical and/or safety equipment, all specialty tools, all single use tools, all leveling tools (except torpedo level), all power tools (corded and cordless), all power tool accessories (drill bits, blades, batteries...), all consumable tool supplies (glass cutters, razor blades, utility knife blades, hacksaw blades, countersinks, screw tips...) and whenever a work process requires multiple tools of the same type, all such tools shall be furnished by the Employer. Employees shall exercise reasonable judgment in the care and protection of the Employer's tools and equipment.
3. Journeymen Glaziers shall furnish, for their own use, and maintain at their own expense the necessary set of basic hand tools in order for them to effectively install all work covered by this Agreement.

### **Section N. Welding**

Any certified welder covered by this Agreement, who does certified welding work shall receive a minimum of one dollar and twenty-five cents (\$1.25) per hour over their basic wage rate, but not less than four (4) hour's pay per day.

**THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS AS STATED  
HEREIN:**

District Council 16

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date











**HIGH PERFORMANCE**  
**HIGH VALUE**

**NORTHERN CALIFORNIA  
FLOOR COVERING  
MASTER AGREEMENT**

**BETWEEN**

**DISTRICT COUNCIL 16**

**AND**

**FLOOR COVERING ASSOCIATION  
CENTRAL COAST COUNTIES**

**July 1, 2011 - June 30, 2014**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into as of the first day of July 2011 by and between the Floor Covering Association of the Central Coast Counties on behalf of their regular members who have authorized their inclusion in the coverage of this Agreement and on behalf of any Employers who in the future may authorize their inclusion in the coverage of this Agreement, Independent Floor Covering Employers signatory hereto, each of whom is hereinafter referred to as the "Employer", and District Council 16, of the International Union of Painters and Allied Trades, AFL-CIO, hereinafter referred to as the "Union".

### **WITNESSETH:**

Whereas, the Union and the Employer, in the interest of the general public, desire the maintenance of a sound and harmonious relationship between them for the future,

Now, therefore, the parties hereto agree as follows:

### **ARTICLE 1 JURISDICTION**

1. By way of illustration and not limitation, the jurisdiction applies to all work including and related to the installation of resilient floor, wall, and ceiling materials commonly referred to as carpet, linoleum, vinyl, rubber, cork, asphalt, vinyl composite mastipave, synthetic grass, prefinished hardwood, laminates, engineered wood, all applications of pre-finished and laminate floors, epoxy, urethane, plastics, metal, and all similar materials in sheet, tile, or liquid form.

Installation on floors, walls, ceilings, stairs, fixtures, furnishings, or exterior applications on structures, patios, pool perimeters, sport fields, area ways, all other like or similar applications, whether permanent or temporary.

Measuring, cutting, fabrication, packaging, pickup, delivery and handling of materials and tools that are used by the floor covering industry.

Preparatory removal of floor covering, wall covering, adhesive and underlayments. The sanding, patching, sealing, and priming of the installation surface.

Installation of lining felt, carpet, pad, underlayment compositions, leveling compounds, or any material used as a base for the finished surface.

Applications and fitting of fasteners, protective and decorative trim relating to the installation such as tackless, tape, nosing, top set or butt-to-base, cap, corner beads, edging, hinging, and all other accessories, and related sundries.

Repair, finishing, coating, sculpturing, insets, and such other processes relating to the industry.

2. The terms and conditions contained in this Agreement shall apply uniformly to all such work performed within the territorial jurisdiction of the Union.

**ARTICLE 2  
OWNER MEMBERS**

1. Each Employer may designate no more than two (2) owners, partners or persons holding proprietary interest in the Employers business as Owner Members of the Union. Owner Members may perform work covered by this Agreement and the Employer shall not make Trust Fund contributions on behalf of Owner Members pursuant to Wage Schedule A.
2. Any worker or applicant for employment, who has or who obtains a Floor Covering Contractor's License, shall inactivate such license before seeking or accepting employment under the terms of this Agreement or he shall not work or be dispatched by the Union.
3. No Employer signatory to this Agreement shall be allowed to work for any other Employer as a worker on the payroll of such Employer. No worker shall be recognized as an Employer until he becomes signatory to this Agreement.

**ARTICLE 3  
HIRING AND DISPATCHING**

1. The Employer shall call the Union when any additional workers are needed, and the Union agrees to refer workers to the Employer within twenty-four (24) hours, if available. If the Union is unable to furnish qualified workers to the Employer within forty-eight (48) hours after the Employer calls for them, the Employer shall be free to procure workers from any other source. However, the Employer shall require the workers so procured to present a work referral from the Union prior to putting the worker to work.
2. Notwithstanding the above, members in good standing with the Union may seek their own job and the Employer may have referred to it any applicant (who is registered on the Unions out of work list) by submitting a request by name to the Union.
3. The Employer shall require each new employee to present a written referral from the Union prior to putting the new employee to work.
4. When the Union, employee and Employer agree to reclassify an employee, the Employer shall require the employee to present a written referral from the Union prior to putting the employee to work at the new classification.
5. In the event the Employer fails to comply with these hiring procedures, the Union may utilize the dispute settlement or arbitration procedures set forth in this Agreement and may resort to such economic and legal remedies as it sees fit with respect to such Employer. Any economic action taken will not be considered a violation of this Agreement.
6. Every employee reporting for work within the scope of this Agreement shall have the appropriate tools of the trade for the phase of the craft for which he is reporting. Each worker shall procure and maintain the required tools at their own expense. The listing of appropriate tools of the trade are as set forth below:

**(a) Employee Furnished:**

**Carpet Tools:**

Awl, Base Mold Lifter, Carpenter's Hammer, Carpet Knife, Chalk Line, Hack Saw, Knee Kicker, Miter Box, Needle (straight & curved), Screwdrivers (flat & phillips), Sharpening Stone, Shears (carpet), Snips (metal), Spreaders, Stair Tool, Stanley Knife, Staple Gun (padding), Strip Cutters, Tack Hammer, Tape Measure (25'), Thimble(s), Tool Box, Trimmer, 6' Straight Edge and Heat Seaming Iron.

**Hard Surface Tools:**

Awl, Base Mold Lifter, Carpenter's Hammer, Chalk Line, Corner Scribe, Under Scribe, Dividers, Files, Fox Tail Brush, Hack Saw, Hook Knife, Linoleum Knives, Miter Box, Nail Set, Notched Spreader, Pin Scribe, Scraper (broad knife), Screwdrivers (flat and phillips), Sharpening Stone, Single Arm Roller (band), Snips (metal), Stanley Knife, Straight Edge (6'), Tape Measure (25') and Tool Box.

**(b) Employer Furnished as applicable to specific job or trade practices:**

Floor Sanders, Edger, Hand Trucks, Dollies, Linoleum Roller (in excess of 25 lbs), Hard Hats, Heat Seaming Iron, Power Stretcher, Power Saw, Power Seam Cutter, Power Stapler, Spot Nailer, Reserve Propane Tank, Safety Glasses and Tile Remover, Trowels (notched and finished), Tapes (50' & 100'), Torch, 12" Tile Cutter, Expendable Supplies to include, but not limited to, Blades (of any kind), Brads, Propane Gas, Nails, Pins, Screws, Staples and all vinyl welding tools, equipment and supplies, Customary Heat Seaming Iron to be furnished if employee's iron is not the shop standard.

7. The Union agrees that the Employer is in no way bound to keep in his employ any worker who proves to be incompetent and/or unsatisfactory in the branch of trade for which he or she is hired. When an employee is hired and is found to be incompetent or unsatisfactory, he or she, upon his or her discharge, shall be paid for the actual time worked.
8. No individual Employer shall work as a working employee for any other Employer. No employee may be loaned or transferred by an Employer to another shop unless reported to the Union.

**ARTICLE 4  
UNION RECOGNITION & UNION SECURITY**

1. The Employer recognizes, acknowledges and agrees that it has satisfied itself that District Council 16 represents a majority of its employees employed to perform bargaining unit work and that the Union is that collective bargaining representative for such employees. The Contractor specifically agrees that the Union has demonstrated its majority status and has established a collective bargaining relationship within the meaning of Section 9(a) of the National Labor Relations Act by this Agreement and/or by the execution of previous Agreements.

2. It shall be a condition of employment that all Journeyman and Apprentices covered hereby shall become and remain members in good standing of the Union on or after eighth (8th) day of employment whether continuous or accumulative. It shall be a condition of employment that all Floor Covering Handlers and Trainees covered hereby shall become and remain members in good standing of the Union on or after the thirty-first (31st) day of employment whether continuous or accumulative.
3. All workmen accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment by paying regular monthly union dues and admission fees uniformly paid by other members in the same classification in the Union in accordance with its rules.
4. In the event that a workman fails to render the admission fee or that a member of the Union fails to maintain his membership in accordance with the provisions of this Section, the Union shall notify the Employer, in writing, and such shall constitute a request of the Employer to discharge said individual workman within seventy-two (72) hours after receipt.
5. In the event the Employer fails or refuses to discharge said individual workman immediately after being notified by the Union, the Union shall be free to remove all workers from working for this Employer until said individual workman is discharged. If the Union chooses to withdraw all workers as authorized in this Section, it shall not constitute a violation of any actual or implied "no strike" obligation under this Agreement.

## **ARTICLE 5 PICKET LINES**

Employees covered by this Agreement shall have the right to respect any legal primary picket line validly established by any bona fide labor organization, and the Union party to this Agreement has the right to withdraw employees covered by this Agreement whenever the Employer party to the Agreement is involved in a legitimate primary labor dispute with any bona fide labor organization. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line of the Union party to this Agreement, and including lawful primary picket lines at the Employer's own place of business or jobs.

1. Recognizing the "special problems" in the construction industry based upon the close relationship between contractors and subcontractors at the jobsite of the construction, alteration, painting, or repair of a building, structure, or other such work and the friction that is created when union and non-union employees are required to work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for disciplinary action or discharge in the event an employee refuses to enter upon any such construction site where non-union employees are employed and which would require the employee to work "shoulder-to-shoulder" or alongside the non-union employee or employees, or refuses to remain on such a jobsite when non-union employees are engaged in such construction on the jobsite. This clause shall apply only to jobsites where the Union's members are working, whether it be on a construction site of the Employer or at any other jobsite.

2. If any employee leaves the jobsite due to this Article, no Employer shall be held responsible for wages or fringe benefits after such action has been taken.

## **ARTICLE 6 EMPLOYERS**

1. As a condition precedent to qualifying as an Employer under this Agreement every Employer shall:
  - (a) Have a designated principal place of business located in a zone permissible for the operation of said business, as required by the laws or ordinances of the area in which said business is located; and
  - (b) Have a business telephone listed in the firm name of the signatory Employer with such a telephone installed at the principal place of business to facilitate contacting said Employer for the purpose of administering this Agreement. An Employer may utilize an answering service with the telephone installation requirement of this subsection; and
  - (c) Have an appropriate State of California Floor Covering Contractor's License, effectively in his possession to employ workmen under this Agreement and have fulfilled the requirements of all Federal, State, County, and City laws applicable to the operation of the Employer's business; and
  - (d) Have adequate Workmen's Compensation Insurance, which insurance coverage shall be evidenced by a Certificate of Insurance, which the Employer shall keep currently at his principal place of business.
  - (e) No jobsite shall be recognized as a principal place of business under any circumstances.
2. The Employer agrees that they will not subcontract any work covered by this Agreement to be done at the site of construction, alteration, painting or repair of a building, structure or other work except to a person, firm or corporation signatory to an existing current labor agreement with the Union. This Agreement will not limit the Employer's ability to originate contracts for goods and services. Furthermore, it is expressly understood and the Employer agrees that beyond the general contractor and or any of the entities whomever that are signatories to an existing, current labor agreement with this Union, there will be no subcontracting.
3. The individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement prior to commencement of work by the subcontractor, and shall specify the name and address of the subcontractor, the name and address of the work and the start date of the work. If thereafter the subcontractor becomes delinquent in the payment of any wages, trust fund contributions, or other fringe benefit payments, the Union shall give written notice of the delinquency to the individual Employer and to the subcontractor. The notice shall specify the name(s) and amounts, if known, of the delinquency. When the notice of delinquency is received, the individual Employer shall pay the amount of the subcontractor's delinquency which has occurred on the individual Employer's specific job.

4. It is expressly understood that this Article shall apply to all present and subsequently acquired operations of the Employer and to all accretions to the bargaining unit, including, but not limited to, newly established or acquired operations.
5. The Employer shall provide the customary shop equipment and shop supplies. The Employer shall provide such tools as is set forth in Article 3, Section 6(b). All workmen agree to care for all Employer furnished tools as if they were their own. Where a reasonable charge out system is employed, and where the tools are appropriately identified as the Employer's, the workman is to be responsible for such lost or damaged, (normal wear and tear excepted) Employer furnished tools.

## ARTICLE 7 SAFETY LAWS, REGULATIONS AND REQUIREMENTS

1. The Employer shall abide by, and require all employees to abide by, all Health & Safety Provisions, Rules and Regulations of any and all Municipal, State and Federal Agencies having issuing authority in the pertinent field of work being performed by the Employer signatory to this Agreement.
2. No employee shall be required to lift an unreasonable amount of weight without suitable assistance. Such suitable assistance may be either another person covered by this Agreement or appropriate equipment. This provision shall apply whether at the Employer's shop or at the area or jobsite where any material covered by this Agreement is to be installed.
3. The parties to this Agreement recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing. The parties agree that if a testing program is implemented by an individual Employer, the following will apply:
  - (a) It is understood that the use, possession, transfer or sale of illegal drugs, narcotics or other unlawful substances and alcohol, are absolutely prohibited while employees are on the Employer's job premises or working at any jobsite.
  - (b) All applicants for employment will undergo a drug and alcohol screen at a facility agreed upon by the Employer and the Union. The Employer agrees to pay each applicant or employee who takes and passes the drug and alcohol screen test, for all the time it takes to undergo the testing, up to a maximum of two (2) hours travel time, plus lab time. Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll. The Employer agrees to pay for the cost of administering the drug and alcohol screen. Employees who test positive may request that they be given a Chromagraphic Mass Spectrometer Test. The Employer is responsible for the payments of this test. If the employee does not pass this test, the Employer will not be responsible for the payment of time lost while being tested.



- (c) Applicants for employment who do not test positive shall be paid for all time lost per paragraph (b) above. Payments shall be at the applicable wage and benefit rate set forth herein. It is understood that an applicant must pass the drug and alcohol screen test, as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees and may be terminated immediately if the test is positive.
  - (d) The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e. slurred speech, unusual lack of muscle coordination, etc.). Such behavior must be observed by two (2) persons. An employee who refuses to take a test must be immediately discharged.
  - (e) An Employer may require that employees involved in an accident resulting in damage to the plant, property, equipment or injury to himself/herself or to others, may be tested for drugs and alcohol.
  - (f) There will be no random drug and alcohol testing by the participating Employer.
  - (g) An employee who is using prescribed medication that might affect his/her job performance or safety, must inform their supervisor.
  - (h) Employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work which the employee is qualified exists, he/she shall be reinstated.
  - (i) Any testing which is done must be done by a National Institute on Drug Abuse certified laboratory, chosen by the Employer and the Union.
  - (j) The Employer agrees to hold the Union harmless from any claim arising out of the implementation of this drug testing program.
4. The bargaining parties expressly agree that the San Francisco Paid Sick Leave Ordinance shall not apply to employees covered by the Northern California Floor Covering Master Agreement.

**ARTICLE 8  
TERRITORIAL JURISDICTION OF AGREEMENT &  
OUT OF AREA WORK**

**1. Territorial Jurisdiction**

The territorial jurisdiction covered by this Agreement shall be comprised of the Northern California Counties of:

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, El Dorado, Fresno, Glenn, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Mateo, Santa Clara, Santa Cruz, San Francisco, Siskiyou, Shasta, Sierra, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba (with the exception of the Tahoe Basin).

**2. Out of Area Work**

The Employer party hereto shall, when engaged in work outside the geographical jurisdiction of the Union party to the Agreement, comply with all of the lawful clauses of the collective bargaining agreement in effect in said other geographical jurisdiction and executed by the Employers of the industry and the affiliated Local Unions in that jurisdiction, including but not limited to, the wages, hours, working conditions, fringe benefits and procedure for settlement of grievances set forth therein; provided however, that as to employees employed by such Employer from within the geographical jurisdiction of the Union party to this Agreement and who are brought into an outside jurisdiction, such employee shall be entitled to receive the wages and conditions effective in either the home or outside jurisdiction, whichever are more favorable to such employees, and fringe benefit contributions on behalf of such employees shall be made solely to their home funds in accordance with their governing documents. This provision is enforceable by the Local Union or District Council in whose jurisdiction the work is being performed, both through the procedure for settlement of grievances set forth in its applicable collective bargaining agreement and through the courts, and is also enforceable by the Union party to this Agreement both through the procedure for settlement of grievances set forth in this Agreement and through the courts.

- (a) The contractor or the Employer party to this Agreement, when engaged in work outside the geographical jurisdiction of the Union party to this Agreement, shall employ not less than fifty percent (50%) of the workers employed on such work from the residents of the area where the work is performed, or from among persons who are employed the greater percentage of their time in such area.
- (b) Employers signatory to this Agreement shall not attempt to engage in any work covered by this Agreement in any area outside the geographical jurisdiction of the Agreement through the use or device of another business or corporation which such Employer controls or through the use or device of a joint venture with another Employer or contractor in any outside area without first consulting with the Union for the purpose of establishing to the Union's satisfaction that the use of such device is not for the purpose of taking advantage of lower wages or conditions that are in effect in the home area of such Employer, and if the Union is not so satisfied, the Union has the option of canceling the Agreement.

**3. Out Of Area Employers**

Employers from outside the jurisdictional area of the Union party to this Agreement shall employ not less than fifty percent (50%) of the workers from the Local Union having the work and area jurisdiction of the jobsite. All jobs must maintain at least a fifty percent (50%) - fifty percent (50%) ratio.

- (a) When an Employer whose principal place of business is outside the jurisdictional area of the Union party to this Agreement and said Employer brings steady employees from the outside area, the employees shall not go to work until they have a referral slip from the Union party to this Agreement.

**ARTICLE 9  
HOURS OF WORK AND OVERTIME**

1. The Normal Work Week for each employee will be forty (40) hours per week, Monday through Friday.
2. The Normal Work Day shall be eight (8) consecutive hours between 5:00 a.m. and 5:00 p.m. with one-half (1/2) hour without pay being allowed for lunch.
  - (a) Four (4) ten (10) hour days paid at the straight-time rate with one-half (1/2) hour without pay being allowed for lunch Monday through Friday shall be permitted under this Agreement. The Employer shall notify the Director of Service of District Council 16 in writing by email prior to starting any four (4) ten (10) hour day operation. Overtime rates shall be paid for all hours worked over eight (8) hours in a day if the employer fails to notify the Union as described above.
  - (b) Shift Work shall be permitted under this Agreement and shall be paid at fifteen percent (15%) above the Taxable Net Wage. Shift Work shall be paid for any portion of an employees' eight (8) hour work day which falls outside of the Normal Work Day. The Employer shall notify the Director of Service of District Council 16 in writing by email prior to starting any Shift Work operation. Overtime rates shall be paid for all hours worked outside of the Normal Work Day if the employer fails to notify the Union as described above.
    - (1) Any employee who has already worked a Normal Work Day as specified in this Agreement (that is, within the normal eight (8) hour day between 5:00 a.m. and 5:00 p.m.) shall not be permitted to also work a Shift Work job in the same day.
  - (c) Participation of employees on four (4) ten (10) hour days and/or shift work shall be on a voluntary basis and no member shall be discriminated against by the Employer for refusing such work.
3. Overtime hours worked prior to or after the Normal Work Day, Monday through Friday, shall be paid at one and one-half (1 & ½) times the Taxable Net Wage. All work performed on Saturday shall be paid at least at one and one-half (1 & ½) times the Taxable Net Wage. All work performed on Sunday will be paid at least at two (2) times the Taxable Net Wage. All hours worked in excess of twelve (12) hours in one (1) day, Holidays, Designated Days Off and four (4) day holidays as listed in Article 11 Holidays and Designated Days Off, and all hours worked in excess of eight (8) on Shift Work shall be paid at two (2) times the Taxable Net Wage.

- (a) Floor Covering Handlers working on Designated Days Off shall be paid at the straight-time rate for the first eight (8) hours and one and one-half (1 & ½) times the Taxable Net Wage if working over eight (8) hours and two (2) times the Taxable Net Wage on all hours worked in excess of twelve (12) hours in one (1) day.
  - (b) Designated Days Off, Saturdays, Sundays, and Holidays, when worked, employees shall be employed for not less than two (2) hours.
  - (c) The Employer shall obtain an overtime permit from the Union prior to the commencing of any overtime work. Whenever an overtime permit is requested under this Section by the Employer, its issuance shall not be unreasonably withheld by the Union.
4. Unless employees are given notice, individually, within two (2) hours after their regular shift, that their services are not required the following regular work day, all employees reporting for work, shop or jobsite, at their regular starting time shall be paid two (2) hours pay, except when weather, natural conditions, or emergency situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. As a condition to being entitled to receive pay under this Section, the employee must have his current telephone number and address on file with the Employer. The prior notice to the employee provided for in this Section may be given in person, writing, by telephone or telegraph.
5. When commencing work on any day, Monday through Friday, employees governed by this Agreement shall be employed for no less than eight (8) hours per day. However, any employees reporting for work after their regular starting time shall be paid only for the hours worked, but no less than four (4) hours. When employees leave a job, at their own discretion, they shall be paid only for the hours worked. When weather, natural conditions, or emergency situation beyond the control of the Employer prevents a full day's work, the hours worked shall be paid for, but no less than four (4) hours. It shall be incumbent upon the employee to notify their Employer immediately upon being advised of the emergency.
6. Workmen shall receive wages only for the actual time worked on his initial day of dispatch by the Union. Computation of hours worked shall be from the time the workman reports for work at the Employer's designated place of business.

**ARTICLE 10**  
**WAGES AND CLASSIFICATIONS**

1. **CLASSIFICATIONS:** There shall be four (4) classifications covered by this Agreement:

Journeyman  
Apprentice  
Floor Covering Handler  
Pre-Apprentice

The hourly minimum Total Package of Wages for each classification shall be as follows.

**2. JOURNEYMAN:**

- (a) The term Journeyman means a person who has served a bona fide apprenticeship or has an apprenticeship certificate or who is qualified by experience and ability to perform work with tools and machines as is necessary in the performance of skilled floor covering work.
- (b) The hourly minimum rate of wages for Journeyman shall be as follows:
  - (1) Journeymen shall be paid pursuant to the attached Wage Schedule A and receive a one dollar and fifty cent (\$1.50) per hour increase to the Total Package Wage contained within the attached Wage Schedule A on each January 1 of this Agreement and any extensions thereof.
  - (2) The one dollar and fifty cent (\$1.50) per hour increase required each January 1 of this Agreement shall first be utilized to pay the twenty five cent (\$0.25) per hour deficit reduction contribution required by the Resilient Floor Covering Pension Trust Fund, Preferred Rehabilitation Schedule #4A, pursuant to Article 19, Section 2(a). Secondly, the one dollar and fifty cent (\$1.50) per hour increase required each January 1 of this Agreement shall be utilized to cover any hourly cost increase in Health & Welfare. Any remaining annual increase amount that is not utilized to fund Pension and/or Health & Welfare shall be allocated to wages unless the annual hours worked and/or reported to the Resilient Floor Covering Pension Trust Fund under this Agreement the preceding year (July 1 through June 30) are less than 1,370,000. In the event that the previous year's hours worked and/or reported to the Resilient Floor Covering Pension Trust Fund under this Agreement are less than 1,370,000, the remainder of the increase required each January 1 of this Agreement, that was not utilized to fund Pension and/or Health & Welfare, shall be deferred and held in deferment until such time as the previous year's hours exceed 1,370,000. In the event that the previous year's hours meet or exceed 1,370,000, all amounts being held in deferment shall be added to the increase due that January 1 and those amounts in excess of any required to fund the Pension and/or Health & Welfare that year shall be applied to the Wages. In the event that money remains in deferment at the time this Agreement expires, this agreement shall automatically extend for one more year.
- (c) When five (5) or more employees covered under this Agreement are on a job for a five (5) days duration or more, the Employer shall designate one (1) working Journeyman, in good standing with the Union, as their Leadman, for the duration of the job. The definition of "Duration of the Job" is the primary contract and does not include change orders or call backs, providing that none of the exceptions require three (3) or more employees or more on each separate operation. The Leadman shall receive two dollars (\$2.00) per hour above the Journeyman Total Package Wage.

- (1) Leadman shall be required to attend and satisfactorily complete at least sixteen (16) hours of STAR Program Training annually of which at least eight (8) hours shall be Supervisor Certification Training. Effective July 1, 2013 any Leadman who has failed to attend and/or satisfactorily complete their annual sixteen (16) hours of STAR Program Training and/or eight (8) hours of Supervisor Certification Training, during the preceding STAR training year ending June 30, shall no longer be eligible to act as a Leadman for any Employer until such time as he or she completes the required training.

### 3. APPRENTICES:

- (a) Apprentices shall be paid a progressive increasing scale of wages based on a percentage of Journeyman's Taxable Net Wage as follows:

1 <sup>st</sup> six (6) months: 50%	5 <sup>th</sup> six (6) months: 70%
2 <sup>nd</sup> six (6) months: 55%	6 <sup>th</sup> six (6) months: 75%
3 <sup>rd</sup> six (6) months: 60%	7 <sup>th</sup> six (6) months: 80%
4 <sup>th</sup> six (6) months: 65%	8 <sup>th</sup> six (6) months: 90%

- (b) Apprentices shall receive full benefits except Vacation/Holiday and Pension contributions which shall be based on their respective percentage of Journeyman's contributions.
- (c) The employment of Apprentices and Pre-Apprentices shall be in accordance with the following ratio: One (1) Pre and/or Apprentice to each three (3) regularly employed Journeymen or fraction thereof. In the event of layoff, the ratio of remaining Pre and/or Apprentices to Journeymen shall not exceed the ratio as stipulated above.
- (d) No Apprentice shall be recognized as an Employer, nor shall he be allowed to work as a foreman or supervise any other workmen. Where special conditions warrant, an Apprentice in his last six (6) months of training may be allowed to work alone, providing his school and shop records are satisfactory and permission is granted by the Union.

### 4. FLOOR COVERING HANDLERS:

- (a) Floor Covering Handlers may pickup, deliver, handle materials utilized by employers, pickup and deliver shop tools, sweep floor, clean floor coverings, remove debris after completion of installation, place materials on the jobsite and perform demolition work, but may not work with the tools of the trade unless specifically related to demolition work.
- (b) The hourly minimum rate of wages for Floor Covering Handlers shall be forty percent (40%) of the Taxable Net Wage of a Journeyman.
- (c) Floor Covering Handlers shall receive full Journeyman benefits except Vacation/Holiday and Pension contributions which shall be based on forty percent (40%) of Journeyman contributions.

- (d) After three (3) years of employment the above referenced percentages shall increase to fifty percent (50%).
- (e) Floor Covering Handlers shall not be permitted to work on prevailing wage projects under any circumstances.

**5. FLOOR COVERING HANDLER TRAINEES:**

- (a) Floor Covering Handler Trainees shall be paid a progressive increasing scale of wages based on a percentage of Floor Covering Handlers Taxable Net Wage as follows:

1<sup>st</sup> three (3) months: 80%  
2<sup>nd</sup> three (3) months: 90%

- (b) Floor Covering Handler Trainees shall receive full benefits except Vacation/Holiday and Pension contributions which shall be based on their respective percentage of Floor Covering Handlers contributions.
- (c) Floor Covering Handler Trainees shall not be permitted to work on prevailing wage projects under any circumstances.

**6. PRE-APPRENTICE WAGES:**

- (a) The hourly minimum rate of wages for Pre-Apprentices shall be forty percent (40%) of the Taxable Net Wage of a Journeyman.
- (b) Pre-Apprentices shall receive full Journeyman benefits except Pension and Vacation/Holiday contributions. Pre-Apprentices shall have no contributions made on their behalf towards Pension and Vacation/Holiday during their term of Pre-Apprenticeship.
- (c) **Pre-Apprentice Term:** Employees shall not be classified as a Pre-Apprentice for more than six (6) months. The entire Pre-Apprenticeship period shall be considered probationary and employment may be discontinued at any time at the sole discretion of the employer. Pre-Apprentices who complete the entire six (6) month pre-apprenticeship period shall be enrolled in the apprenticeship program.
- (d) Pre-Apprentices shall not be permitted to work on prevailing wage projects under any circumstances.

7. No employee presently covered under this Agreement shall suffer a reduction in wages or benefits as a result of this Agreement whether retained by the same Employer or employed by a new Employer.

8. Any Journeyman may be permitted to work for less than journeyman scale while receiving training, but must first obtain permission from the Union. Permission may be granted only upon agreement of the Union, the Employer and the employee.

9. Beneficial, partial beneficial, non-beneficial and honorary members of the Union, whose age or physical condition debars them from earning the current rate of wages, shall be permitted to work for less, but must first obtain permission from the Union before doing so.

**ARTICLE 11  
HOLIDAYS AND DESIGNATED DAYS OFF**

1. Holidays are defined as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after and Christmas day. If a holiday falls on a Sunday, it shall be observed the following Monday. If a holiday falls on a Saturday, same shall be observed on the preceding Friday. No work under any circumstances shall be permitted on Labor Day.
2. **DESIGNATED DAYS OFF** - In addition to the foregoing recognized holidays, there shall be six (6) Designated Days Off per year as designated below:
  - (a) July 1, 2011, September 2, 2011, November 11, 2011, April 6, 2012, May 25, 2012, June 15, 2012, August 31, 2012, November 12, 2012, December 24, 2012, December 31, 2012, May 24, 2013, June 14, 2013, July 5, 2013, August 30, 2013, December 24, 2013, April 18, 2014, May 23, 2014 and June 13, 2014.
  - (b) By mutual agreement between the Union, the Employer and the employee, DDO's may be worked at straight-time. The Employer shall notify the Director of Service of District Council 16 in writing by email including the signatures of those who will be working and where the work will be performed prior to starting work on any DDO. Overtime rates shall be paid for all hours worked on DDO's if the employer fails to notify the Union as described above.
- (1) The provisions for working straight time on DDO's as outlined above shall in no way be applicable to work performed on prevailing wage projects.

**ARTICLE 12  
VACATIONS**

1. The parties agree that, contributions to the Holiday/ Vacation Fund shall be transmitted to the current administrator who thereupon will deposit the money in the bank. These contributions shall be made to a bank in the name of each individual worker and the bank shall set individual accounts for each employee. Interest on the accounts shall be paid to the employee.
2. Vacations shall be taken at a time mutually agreed upon by the Employer and employee.
3. The contribution rate shall be set forth in Schedule A and shall be paid on all hours worked.



**ARTICLE 13  
STEWARDS**

**1. APPOINTMENT:**

The District Council shall be empowered to appoint and remove all shop and/or job stewards as required in any shop or job of an Employer signatory to this Agreement. Stewards shall be competent Journeypersons currently employed by the Employer at the time of appointment.

**2. DUTIES:**

Such duties shall include monitoring the provisions of this Agreement, checking all working cards of Foreman, Journeyperson and Apprentices and to check all applications, working permits, and to report the same by the use of Steward's Report to the Business Representative of the Union. Steward shall work with the tools as well as doing the duties assigned by the Union.

**3. REPORTING:**

The Steward shall report to the Business Representative of the Union and to the Employer or his Representative, any and all violations of this Agreement. All matters of consequence pertaining to jurisdiction, alleged grievances due to unfair treatment by the Employer, are to be reported to the Union for action as may be deemed necessary.

**4. LAYOFF:**

The Steward shall be the last employee laid off provided he/she is qualified and able to perform the available work.

**ARTICLE 14  
DISTRICT COUNCIL 16 NORTHERN CALIFORNIA JOURNEYMAN & APPRENTICE  
TRAINING TRUST FUND**

1. The Employer and the Union hereby agree to the continuation of the existing District Council 16 Northern California Journeyman & Apprentice Training Trust Fund ("Training Trust"). Effective on the date of this Agreement, all contributions for the Training Trust referenced in Wage Schedule A will be remitted to the District Council 16 Northern California Journeyman and Apprentice Training Trust Fund. The detailed basis of the administration of the Training Trust shall be pursuant to the agreements and trust declarations adopted by the Board of Trustees, which shall be binding upon all Employers' signatory to or bound by this Agreement.
2. The contribution rate shall be set forth in Wage Schedule A and shall be paid on all hours worked.
3. We hereby establish under this Collective Bargaining Agreement a provision for affiliation with the IUPAT Finishing Trades Institute (IUPAT-FTI) and further provide a minimum contribution of five cents (\$.05) per hour for each Journeyman and Apprentice employee covered under this Agreement.

**ARTICLE 15**  
**JOINT APPRENTICESHIP AND TRAINING COMMITTEE**

1. In the territorial jurisdiction of the Union there is established one (1) Joint Apprenticeship Training Committee which shall consist of an equal number of members appointed respectively by the Floor Covering Association of the Central Coast Counties and the Union. The Committee shall oversee the apprenticeship system under the control of the Trustees of the District Council 16 Northern California Journeyman & Apprentice Training Trust Fund.
2. The duties of the Joint Apprenticeship and Training Committee may include, but are not limited to:
  - (a) Selection of applicants as provided for in selection procedures registered and approved by the State of California;
  - (b) Supervise the training of Apprentices under a program as defined by the Trustees and Trust Document.
  - (c) Supervise the training and upgrading of Journeymen. More specifically, the Committee shall develop and provide Journeyman upgrade and training programs that increase the knowledge, skills and job opportunities for Journeymen.
  - (d) Supervise the testing of Apprentices and Journeymen.
  - (e) To establish rules, regulations, and training standards for the Apprentice.
  - (f) To implement disciplinary action within the rules and regulations.
3. Apprentices may be employed only in accordance with standards as set forth by the Joint Apprenticeship and Training Committee.
4. No Apprentice shall be hired by any Employer until both the shop and the Apprentice have been approved by the Joint Apprenticeship Committee.

**ARTICLE 16**  
**DISTRICT COUNCIL 16 NORTHERN CALIFORNIA**  
**HEALTH AND WELFARE TRUST FUND**

1. The Employer and the Union parties to this Agreement hereby agree to the continuation of the existing District Council 16 Northern California Health and Welfare Trust Fund (“Health and Welfare Trust Fund”).

2. Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Health and Welfare Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement, on each employee covered under this Agreement on all hours worked. Such payments shall be made pursuant to the provisions of Article 19. The Employer shall not be liable for the contributions of any other individual Employer.
3. The contribution rate shall be set forth in Wage Schedule A and shall be paid on all hours worked.

## **ARTICLE 17 INDUSTRY FUND**

1. Commencing July 1, 2011, and continuing until the expiration date of this Agreement, every Employer signatory to this Agreement shall pay Industry Fund contributions based upon all covered employee hours worked or required to be paid for in the amount of twenty-three cents (\$0.23) per hour. Said Industry Fund contributions shall be remitted to the appropriate depository designated by the Floor Covering Association of the Central Coast Counties (FCACCC), no later than the fifteenth (15<sup>th</sup>) day of each and every calendar month for all hours worked during the preceding calendar month. Said Industry Fund contributions are then forwarded to the FCACCC designated account. The contribution rate to the FCACCC will be monitored and may be increased as deemed necessary by the Board of Directors of FCACCC, up to a maximum contribution rate of fifty cents (\$0.50) per hour. No part of the contributions to the Industry Fund shall be used for activities which are inimical to the Union.

## **ARTICLE 18 RETIREMENT PLANS**

1. **Defined Benefit Pension Plan:**
  - (a) The Employer and the Union hereby agree to the continuation of the existing Resilient Floor Covering Pension Plan ("Defined Benefit Pension Plan").
  - (b) Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Defined Benefit Pension Trust an amount determined by the Union on July 1 and January 1 of each year of this Agreement, on each employee covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 19.
2. **Defined Contribution Retirement Plan:**
  - (a) The Employer and the Union hereby agree to the continuation of the existing Central Coast Counties Floor Covering Industry Pension ("Defined Contribution Pension Plan").

- (b) Within the limits of the total wage package contained in the attached Wage Schedule A, and subject to any minimum contribution rate which may be established by the Trustees from time to time, the Employer shall contribute to the Defined Contribution Pension Plan an amount determined by the Union on July 1 and January 1 of each year of this Agreement on each employee covered under this Agreement on all hours paid. Such payments shall be made pursuant to the provisions of Article 19.

**3. Liabilities:**

- (a) With respect to each plan described in this Article, no individual Employer shall be liable for the contributions of any other individual Employer.

**ARTICLE 19  
PAYMENTS TO TRUST FUNDS**

- 1. Current Trust Funds:** This Agreement requires contributions to be made on behalf of all employees of the Employer performing work covered under the terms of this Agreement in accordance with Wage Schedule A to the following jointly-administered Trust Funds:

- **Resilient Floor Covering Pension Fund**
- **Central Coast Counties Floor Covering Industry Pension Fund**
- **District Council 16 Northern California Health & Welfare Trust Fund**
- **District Council 16 Northern California Journeyman & Apprentice Training Trust Fund**
- **IUPAT Finishing Trades Institute**
- **IUPAT Labor Management Cooperation Initiative**

- 2. TRUST AGREEMENTS:** The Trust Agreements of each of the Trust Funds as in effect on the date of this Agreement are incorporated herein by reference and made a part of this Agreement. Amendments to those Trust Agreements which are duly adopted after the date of this Agreement shall automatically be incorporated herein and made a part of this Agreement. Should any of the Trust Funds merge into or with another jointly-administered Trust Fund or Funds, then the Trust Agreement resulting as a consequence of that merger shall automatically be incorporated herein and made a part of this Agreement.

- (a) Whereas, the Resilient Floor Covering Pension Fund has been certified by its actuary to be in critical status as of January 1, 2010, under Code Section 432(b) and ERISA Section 305(b) and consequently the Board of Trustees has provided the collective bargaining parties with its Rehabilitation Plan dated February 25, 2011, including schedules that contain benefit reductions and increases in contribution rates as required by Code Section 432(e) and ERISA Section 305(e). Therefore, District Council 16 and the Floor Covering Association Central Coast Counties and/or the Individual Employer Signatory to this Agreement hereby adopt the benefit reductions and contribution rates set forth in the

Recommended Schedule #4A of the Rehabilitation Plan and addendum adopted by the Board of Trustees and incorporate said Recommended Schedule #4 into this Agreement as though it was set forth in its entirety. The hourly Journeyperson contribution rates shall be as follows:

<b>Effective Date</b>	<b>Journeyperson Contributions Providing Benefit Accrual Credit</b>	<b>Additional Contributions Not Providing Benefit Accrual Credit</b>
January 1, 2012	\$5.20	\$2.35
January 1, 2013	\$5.20	\$2.60
January 1, 2014	\$5.20	\$2.85
January 1, 2015	\$5.20	\$3.10
January 1, 2016	\$5.20	\$3.35
January 1, 2017	\$5.20	\$3.60
January 1, 2018	\$5.20	\$3.85
January 1, 2019	\$5.20	\$4.10
January 1, 2020	\$5.20	\$4.35

Those classifications contained in this Agreement that provide for contribution rates that are different from the contribution rates set forth above, then the Employer shall pay additional contributions that do not provide benefit accrual credit which are proportional to the above rates. The above contribution rates shall be in effect for the duration of this Agreement.

3. **TRUSTEES:** Each Employer does hereby designate the Board of Trustees of the Trust Funds referred to above, including any trust funds created as a result of a merger, as trustees for all proper and lawful purposes as provided in the various trust agreements and as required by law. District Council 16 of the International Union of Painters and Allied Trades shall appoint all Union Trustees in accordance with its bylaws. The Floor Covering Association of the Central Coast Counties shall appoint their Trustees in accordance with their bylaws.

4. **PAYMENTS TO TRUST FUNDS AND OTHER FUNDS:**

(a) **Other Funds:** The Individual Employer agrees to make the payroll deductions and remittance thereof, of the Work Preservation Fund, Industry Fund, DC 16 STAR Fund, Vacation/Holiday Fund, Administrative Dues Check-Off, Wage Equality Dues Check-Off, Organizing Dues Check-Off, Unity Action Dues Check-Off and of the IUPAT PAT-PC deductions pursuant to the attached Wage Schedule A's of this Agreement. The consequences of any and all delinquent remittance of these deductions and/or contributions shall be the same as those provided by the Trust Agreements of the District Council 16 Northern California Health & Welfare Trust Fund.

(b) **Due Date:** All payroll deductions and contributions based on hours worked in a particular month shall be payable under this Agreement on or before the fifteenth (15th) day of the following month (the "due date") and will be deemed delinquent if not received by the end of the month, at which time liquidated damages shall be incurred and interest assessed as of the first day of the next month.

- (c) **Liquidated Damages and Interest Assessments:** Because of the difficulty of determining the actual expense of collection or of damage resulting when a monthly payment is delinquent, liquidated damages, as well as interest, shall be assessed against both delinquent contributions and payroll deduction remittances, referred to in this Article, together with reasonable attorneys fees and any other expenses incurred in connection with the delinquency. The amount of liquidated damages shall be the greater of twenty percent (20%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00) per month, or the interest accrued until those contributions and payroll deductions are paid, whichever is greater. However, if the delinquent contributions are paid prior to the filing of a lawsuit, liquidated damages shall be the greater of ten percent (10%) of the delinquent contributions and payroll deductions or one hundred fifty dollars (\$150.00), not to exceed seven hundred fifty dollars (\$750.00) per month. Interest shall be assessed on delinquent contributions and payroll deductions at such rate as the Trustees of the Trust Funds may determine. The amount of the assessments on delinquent payroll deduction remittances shall be the same as is established by the Trustees of the District Council 16 Northern California Health & Welfare Trust Fund.
- (d) **Economic Action:** If the required contribution and liquidated damages owed by the delinquent Employer to any or all of the Funds, or the payroll deductions and/or contributions referred to in this Article, are not received by the last day of the month in which they are due and payable, then in addition to the foregoing it shall not be a violation of this Collective Bargaining Agreement for the Union to withdraw employees from the job or shop of such delinquent Employer. Any employee withdrawn from the job or shop of the delinquent Employer, pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate the employee for the inconvenience and loss of time due to said delinquency. Such payment shall be in addition to all wages due the employees for time actually worked prior to their withdrawal from the job or shop of the delinquent Employer. In addition the Union shall have such further remedies as set forth in this Agreement.
- (e) **Rights and Remedies:** The rights and remedies against a delinquent Individual Employer as set forth above are not exclusive but are cumulative and nothing in this Article shall in any way limit any one's right to enforce the collection of contributions or payroll deductions by any legal means. The Board of Trustees of each Trust Fund may compel and enforce the payment of the contributions in any manner in which they may deem proper; and the Board of Trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they may deem appropriate. The Board of Trustees may, in the event of repeated delinquencies by the same Employer, make special rules applicable to such Employer's contributions, including rules requiring bond or other security and rules with respect to the due and/or delinquent date of said Employer's contributions. Failure of an Employer to pay the contributions required hereunder within fifteen (15) days after the date due shall be a violation of the collective bargaining agreement between the said Employer and the Union, as well as a violation of the Employer's obligations hereunder. Nonpayment by an Employer of any contributions when due shall not relieve any other Employer from his obligations to make payments.

- (f) **Place of Payments:** All contributions and payroll deductions referred to in this Article shall be paid at the place or places designated by the Trusts, Management Associations and the Union, and on such forms as they may require.
- (g) **Minimum Contribution Rates:** The Employer and the Union party to this Agreement recognize and acknowledge the Trustees' rights to set minimum contribution rates for participation in their respective Funds. Should the total wage package not be sufficient to provide minimum rates required, the parties recognize that the Trusts specified in the Agreement cannot continue to provide such benefits and other arrangements will have to be made to provide them.
- (h) **Payroll Inspection:** The Administrator of the Trust Funds referred to in Section 1 above, the Administrators C.P.A. or C.P.A. designated by the Union shall be allowed to inspect the payroll records of any Employer or the Union, with reasonable written notice to ascertain if the provisions of this Agreement are being complied with.
- (i) **Time Records:** Employers shall keep weekly time cards or time records on which shall clearly appear the employee's full name and the last four (4) digits of the employees social security number, the job or job's names, the hours worked each day on each job and total hours worked each week, showing total straight time hours, total overtime hours and the type of work performed. The employee shall sign the time card or time record, except where such records are kept electronically.
- (j) **Electronic Record Keeping -** Where time records are maintained electronically, upon the request of the Trust Funds or their agents, auditors, administrators or attorneys, the Employer shall provide a detailed description of the procedure for the maintenance of such electronic time records, including but not limited to the method and procedure by which the time, job and type of work is reported, recorded and secured from alterations as of the date of input or thereafter. This Section shall be applicable to any audit of Employer's payroll records which is scheduled or in process at the effective date of this Agreement.
- (k) **Checks and Check Stubs:** Each pay check and each stub or copy shall clearly indicate the date of payment, pay period covered, company name, and shall include:
- (1) Total straight time hours worked and the rate of pay;
  - (2) Total overtime worked and overtime rate;
  - (3) Total gross wages paid including pay for travel time;
  - (4) Deductions itemized; and
  - (5) Net pay for period.
- (l) **Failure to Keep Records:** If an Employer fails to keep time cards or time records as required above, said Employer is required to pay fringe benefit contributions as if any sums paid to individuals by such Employer were wages for work covered by this Agreement. In addition, there shall be a rebuttable presumption, at the option of the

Trusts, that any employee who worked in a given week for whom complete, signed, time cards or time records, were not made available for review by the Trusts representative, shall be deemed to have performed covered journeyman work for a minimum of eight (8) hours per day, totaling forty (40) hours for that week.

5. **AUDITS OF RECORDS:** The Board of Trustees, or their authorized representatives, may require any Association, any Employer, the Union, any labor organization or any beneficiary to submit to it any information relevant to the administration of the Trust. Upon notice in writing from the Trust Funds, an Employer must permit an accountant, or agent of an accountant, of the Board of Trustees to enter upon the premises of such Employer or the Union during business hours to examine and copy records including but not limited to, the following:
- (a) Canceled checks and check stubs showing all monies paid to each employee of the Employer.
  - (b) Canceled checks, check stubs and business records of the Employer showing all sums paid to persons other than employees for work performed such as subcontractors, independent contractors, suppliers, relatives, partners and joint ventures of the Employer.
  - (c) The individual earnings records of each employee of the Employer showing the name and address of employee, social security number, wage rate, hours worked, gross pay, amounts withheld and net amount paid for each employee.
  - (d) Copies of all fringe benefit returns of Employer's prepared for filing with the Trust Funds for each month.
  - (e) Those canceled checks showing sums actually paid by Employer to the Trust Funds for each month.
  - (f) Copies of the Employer's Quarterly Federal Tax Return (Form 941) for each quarter, as well as the State Quarterly Wage and Withholding Report (Form DE 6).
  - (g) Individual employee's time records including but not limited to all Travel Time Calculation Sheets as required by Article 27, Section 3 for each employee of Employer.
  - (h) Records of each job involving the application of work covered by this Agreement, to the extent that such records exist, including:
    - 1. Name and address of owner of the property where the work covered by this Agreement was done;
    - 2. Name and address of the general contractor for whom the work was performed;
    - 3. Street address where work covered by this Agreement was performed;
    - 4. Total payroll cost of each job;
    - 5. Name and address of each person who performed work covered by this Agreement on each job; and



6. Total material cost of each job.
- (i) Copies of Federal Forms W-2 and W-3 prepared by the Employer for each employee.
  - (j) Disbursement Journal of the Employer.
  - (k) Payroll Journal of the Employer.
  - (l) Employee records are to be maintained by the Employer for a period of at least four (4) years or in accordance with State and Federal requirements.
  - (m) In the event that such an examination of such Employer's records reveals that such Employer is not making full and prompt payments of all sums required to be paid by him/her to the Trust Funds, then such Employer shall pay to the Trust Funds such costs, including accountant fees, as may have been reasonably incurred in making such determination. Upon the written request of the Board of Trustees, or their duly authorized representative, such Employer may be requested to bring or send his/her records for auditing to the Trust Fund Office or to the office of the designated accountant.
  - (n) Whenever an employee appears on work as defined in this Agreement and he/she appears as an employee or subcontractor for other work on the Employer's records, fringe benefits shall be paid. The hours due shall be computed at the rate of a journey person floor coverer's wages per hour when lump sums have been paid, or on the labor portion of an itemized invoice. Any bonuses, expenses or sums of monies paid to an employee other than as provided by this Agreement shall be specifically identified in the Employer's records and on the employee's check.

**6. BONDING:**

- (a) Each Employer shall, within ten (10) days of the mailing of notice by the Administrator of the Trust Funds, provide a bond in a sum equal to the greater of five thousand dollars (\$5,000.00) or twice the monthly average of the wages and contributions made or due under the terms of this Agreement, or the Agreement immediately preceding this Agreement, by such Employer in the six (6) month period just prior to the mailing of said notice. Such amounts are to be determined by the said Administrator. Such bond or cash in lieu of bond is not in any way to be construed in lieu of payments required pursuant to this Agreement. All such bonds shall be deposited with the Trust Funds and all bonds shall be in a form acceptable by the Board of Trustees and shall be enforceable throughout the term of this Agreement.
- (b) Each Employer must comply with the bonding provisions of this Agreement if the Employer has more than one (1) delinquency within a twelve (12) consecutive rolling month period as shall be determined by the Trustees. The Trustees may, within their sole discretion, require such Employers to file report forms and make contribution payments at more frequent intervals than is required of other Employers. When an Employer, after having deposited said bond, attains a record of twelve (12) consecutive months of prompt, timely and proper payment of wages and Trust Fund Contributions, he/she may have said bond returned upon proper application to the said Administrator and the

approval of the Trustees. If the bond must be used to make any payment of wages or contributions to said Trust Funds, the money shall first be applied to the payment of wages of employees working under this Agreement and the balance shall be prorated among the amounts due by the Employer to the various Trust Funds. In the event an Employer fails to deposit a satisfactory bond within the time provided and the notice herein provided for has been given, all employees shall be withdrawn from the job or shop of the Employer and all employees withdrawn pursuant to this Section shall be paid by such Employer the sum of one (1) days' wages and fringes for each day of work lost by the employee being so withdrawn up to a maximum of five (5) days to compensate for the inconvenience and loss of time due to the Employers failure to post bond. Such payment shall be in addition to all wages due the employees for time actually worked prior to being withdrawn from the job or shop of the Employer. In addition the Union shall have such further remedies as set forth in this Agreement.

**7. TRANSFER OF MONEY FROM BENEFIT FUNDS TO WAGES:**

- (a) During the term of this Agreement the Union and/or Trustees may request in writing an increase or decrease in the contributions required by the Employer to a particular benefit fund or funds. Such request shall be made in writing at least thirty (30) days prior to the proposed effective date of the change. The Employer will honor such request effective upon the date set forth in a Memorandum Of Understanding (Wage Schedule A) between FCA/CCC and the Union.
- (b) Any increase or decrease in the required contributions by the Employer to the particular benefit fund or funds shall in no way result in a decrease in the Taxable Net Wage of the then current Wage Schedule A.

**8. ERRONEOUS PAYMENTS:** An Employer shall be entitled to credit against future Employer contributions or refund of money paid to specified Trust Funds by reason of clerical or administrative error or mistake as to the amount owing to the Trust Funds, in accordance with the Trust Fund's policy on overpayments of contributions, including but not limited to the following conditions:

- (a) **DC 16 Health & Welfare Trust:** Where hours paid were reported at a rate higher than required, the amount of overpayment shall be refunded or credited to the Employer. Written application for refund or credit must be made within four (4) years from the due date of the report containing the erroneous payment; but an audit report may be considered a written request for refund. Refund or credit may be made within six (6) months after the Plan Administrator determines that the improper rate was paid by mistake. Any amounts found to be over reported and overpaid for the purpose of providing coverage to persons not eligible for coverage shall be offset from any other amounts repayable to the Employer, or if no offset is available, billed to the Employer for repayment to the Trust Fund.;
- (b) **Defined Benefit Pension Plan:** Where contributions were made to the Resilient Floor Covering Pension Fund for hours reported in excess of those for which the employee worked, overpayments shall be credited or refunded to the Employer, and the hours backed out of the employees account;

- (c) Refunds or credits shall be allowed as provided above so long as the Trust Funds have made no disbursements on behalf of employees based upon the erroneous contributions;
  - (d) The Board of Trustees of the Trust Funds have determined that the erroneous contributions were made due to a mistake of fact or law and can properly be returned, without interest or earnings, pursuant to ERISA Section 403(c);
  - (e) Any erroneous payments found on an audit shall be reported immediately to the Employer and credited or offset against amounts found due on audit, if any, in accordance with Trust's policy; and
  - (f) No other refunds or credits shall be given with respect to Vacation/Holiday Pay, District Council 16 Journeyman & Apprentice Training Trust Fund, a defined contribution retirement plan, or other entities or payroll deduction remittances, except by direction of the Trustees.
9. **FRINGE BENEFIT COVERAGE FOR OTHER EMPLOYEES:** Each of the Trust Funds may adopt rules allowing employees not covered by this Agreement to participate in those Trust Funds to the extent permitted by law. The rules for the participation of those employees shall be set forth in a written participation agreement between the Trust Fund and the Employer, which may incorporate the rules of this Article by reference.

**ARTICLE 20  
NO LOCK-OUT OR STRIKE CLAUSE**

- 1. During the term of this Agreement, there shall be no lock-out by the Employer, nor any strike, sit-down, refusal to work, stoppage of work, slowdown, retarding or production or picketing of the Employer on the part of the Union or its representative, or on the part of an employee of the Employers unless provided for elsewhere in this Agreement.
- 2. It is mutually understood and agreed that the Floor Covering Association Central Coast Counties and any independent Employer, or the 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, provided such action or conduct has not been specifically authorized, participated in, fomented, or condoned by the Floor Covering Association Central Coast Counties, any Employer, or the Union, as the case may be.

**ARTICLE 21  
PAY DAY**

- 1. The Employer shall notify each new employee of the pay period, pay day, and method of payment. Employees shall be paid weekly and no more than three (3) business days may be held back. No employee will be required to pick up his pay check on a non-working day or outside of normal working hours.

2. Any employee who is fired or laid-off due to lack of work shall be paid immediately, and any employee who quits shall be paid at the office of the Employer within seventy-two (72) hours.
3. In the event of a strike, the unpaid wages of striking employees shall be due and payable in full the next regular pay day.
4. If an Employer does not have an office within the jurisdiction covered by this Agreement, the employee shall be paid at the office of the appropriate Local Union.
5. Each employee shall be provided a receipt or check stub indicating straight time hours, overtime hours, travel time, mileage and other reimbursements, amounts of vacation and holiday pay contributed to the Trust Funds and any and all deductions made from the employee's check each time the employee is paid. Each check stub or receipt is to display dates and pay period it covers.
6. Any procedures for the payment of wages not set forth in this Section shall be governed by the California State Labor Code.
7. It shall not be considered a violation of the no-strike clause of this Agreement for the Union to withdraw workmen from any Employer, if after twenty-four (24) hours after demand has been made upon the Employer:
  - (a) The Employer fails to make payment of undisputed wages due to workmen.
  - (b) The Employer fails to make payment of fringe benefit contributions.
  - (c) The Employer fails or refuses to file contribution report forms.
  - (d) The Employer tenders a check in payment of wages or fringe benefit contributions due, and upon presentation for payment to the bank or depository on which it is drawn, payment is not made.
  - (e) The Employer fails or refuses to acknowledge properly presented notice of violation.
8. For employees requested to report to the jobsite, all paychecks will be delivered to the jobsite on pay day.

## **ARTICLE 22 DUES CHECK-OFF**

1. **Dues Deduction:** The Employer agrees to deduct each pay period from the paycheck of each employee covered by this Agreement, such amounts per hour, as determined by the Union on each hour worked. The Union shall determine the amount of such deductions on January 1, and/or July 1 of each year thereafter. Such deductions shall be based upon a written assignment as required by the Labor Management Relations Act.

2. **Dues Remittance:** The Employer will remit the deductions once each month with a remittance form, provided by the Union, with the names of employees for whom deductions were made, together with the amounts deducted. Such deductions will be remitted to the Union or to the Agency designated by the Union for the collection of such deductions.
3. The Union shall indemnify the Employer against any and all liability that may arise out of actions taken or not taken by the Union pursuant to the provisions of this Section.

## **ARTICLE 23 GRIEVANCE AND ARBITRATION**

### **1. DEFINITION AND PROCEDURE:**

For all purposes of this Agreement, a grievance is any dispute or controversy between the Employer, the Union and the employee covered by this Agreement, involving the meaning, interpretation or application of the provisions of this Agreement.

### **2. PROCEDURES:**

Such grievances shall be handled in the following manner:

- (a) The aggrieved employee or Union representative shall present the grievance in writing to the designated representative of the Employer and shall meet with that representative to discuss the grievance.
- (b) If no settlement or resolution is reached within ten (10) working days after the meeting referenced above, it may be submitted, at the request of either party, to arbitration by written notice to the other party within fifteen (15) working days from the date of the above-referenced meeting.

### **3. ARBITRATOR:**

If the parties cannot reach agreement on selecting an impartial arbitrator, either the Union or the Employer may request the State of California Conciliation Service to submit a list of five (5) arbitrators to the parties. The list shall contain only established arbitrators in the state of California. Each party shall alternately scratch two (2) names from the list, the first scratch being selected by lot, and the person remaining shall be the arbitrator.

### **4. HEARING:**

The impartial arbitrator shall hold a hearing as soon as practicable, and shall issue an award which shall be final and binding upon the Union, the Employer and any employee involved in the grievance or dispute.

### **5. AMEND AGREEMENT:**

The arbitrator shall have no authority to amend, add or subtract from this Agreement, except where specifically authorized to do so by this Agreement.

**6. EXPENSES FOR ARBITRATION:**

The party losing the arbitration shall pay the arbitrator's charges. Cost of the hearing room shall be shared by both of the parties. The cost of the transcript, if requested by both parties, shall be shared equally. If there is any question as to who lost the arbitration, the arbitrator shall decide who shall pay the expenses of the arbitrator whether in whole or in part.

**7. TWELVE (12) DAY LIMIT:**

Matters not presented to the Employer or the Union in writing within a period of twelve (12) working days after the action, lack of action or condition constituting the basis of the complaint occurs, shall be deemed waived and shall not be subject to the grievance procedure or arbitration procedure as set forth above.

**8. UNION ECONOMIC OR LEGAL ACTION:**

Such action shall be handled in the following manner:

- (a) In the event of a failure by the Employer to pay the wages or fringe benefits by this Agreement, and the Employer raises no question concerning the interpretation or operation of this Agreement, or concerning his obligation to pay, the Union may seek remedies as it sees fit with respect to the Employer and any economic action taken will not be considered a violation of this Agreement. However, the Union may, if so desires, utilize the provisions of this Section with respect to the Employer.
- (b) Before resorting to any economic remedy as above permitted, the Union must give the Employer involved ten (10) business days written notice of its intention to take such economic action. No economic action may be taken by the Union prior, if prior to concerning the interpretation or operation of this Agreement or concerning his obligation to pay wages or fringe benefits in dispute, and had deposited the full amount in dispute with the appropriate Trust Fund to be held by the Trust until the matter is resolved under the procedures set forth within.

**ARTICLE 24  
JOB REGISTRATION**

The Employer shall register all competitively bid jobs to the central office of District Council 16 on mutually agreed upon forms. Said registration shall take place after the award of the project but in all cases prior to manning the job. The Employer need not register jobs which require less than four hundred eighty (480) man hours. District Council 16 acknowledges that all information gathered through the job registry shall remain confidential and shall not be disseminated other than in general terms.

**ARTICLE 25  
UNION OFFICIALS FOR ENFORCEMENT OF AGREEMENT**

- 1. The Business Representative or duly authorized representative of the Union shall be allowed to visit the Employer's shop or jobs for the purpose of ascertaining whether or not this Agreement is being enforced. This right shall be exercised reasonably. The Employer shall be notified at the commencement of a shop visit.

2. The Employer will provide space on bulletin boards for posting notices of Union business. Such notices must be submitted to the Employer for approval before posting.

## **ARTICLE 26 TRANSPORTATION**

1. All Employers must furnish adequate transportation to all local and out-of-town jobs for their employees, and where transportation is furnished by the Employer it shall be safe and adequate and shall conform to the requirements of the California Motor Vehicle Department and applicable State Law.
2. Employees may be permitted to use their own vehicles for the purpose of transporting employees as provided for in Article 27. In every instance the Employer shall reimburse the employee at the current IRS rate per mile for all miles plus tolls and parking fees. The Employer shall cover all employees with industrial accident insurance protection to the full extent provided by the Workmen's Compensation Laws of the State of California, and shall carry public liability, fire, theft, and comprehensive and property damage automobile insurance covering the Employer and the employee owner of the vehicle for any accident occurring during the use of said vehicle. These provisions shall also apply where the vehicle owned by the employee is used by others in the course of the Employer's business.
3. All mileage fees are to be paid by separate check or shown as a separate item on a paycheck.
4. It shall be optional with the employees whether they will use their own vehicle for such transportation and any employee who does not wish to use his vehicle will not be discriminated against by the Employer.
5. All vehicles shall comply with the State safety regulations.
6. Employees operating a vehicle shall have a valid current operator's license applicable to such vehicle.
7. Employees will not be permitted to transport materials or shop supplied equipment to or from the jobsite in anything other than a company supplied vehicle.

**ARTICLE 27**  
**TRAVEL TIME, TRAVEL EXPENSES & SUBSISTENCE**

**1. TRAVEL TIME:**

Employees required to jobsite report more than twenty-five (25) miles from the point of dispatch (employee's home or individual employer's shop) as determined by the individual Employer, shall receive Wages and Benefits for all time spent traveling beyond twenty-five (25) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than twenty-five (25) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the twenty-five (25) miles. (Mileage and drive time is to be based on Microsoft MapPoint 2004 or latest available version.) Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from jobsite to jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile. At no time shall the employee be allowed to transport the Employer's material or equipment in his own vehicle.

**2. SUBSISTENCE:**

- (a) When employees are required to live away from their personal place of residence, in order to report for work when and where directed by the Employer, each employee shall receive lodging, or an amount equal to reasonable lodging, in advance, plus subsistence in the amount of seventy-five dollars (\$75.00) per day, in advance, on a separate check.
- (b) Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.
- (c) Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.



**3. TRAVEL TIME CALCULATION SHEET:**

The following Travel Time Calculation Sheet shall be used in conjunction with Microsoft MapPoint in order to determine Travel Reimbursement and Fringe Benefits contributions. Microsoft MapPoint setting for Driving Speeds shall be; Interstate Highways – 65 mph, Limited Access Highways – 60 mph, Other Highways – 50 mph, Arterial Roads – 35 mph, Streets – 20 mph.

**Travel Time Calculation Sheet (Formulas)**

<b>Employee Name</b>	<b>From: Starting Address</b>		
	<b>To: Destination Address</b>		
	<b>Minutes</b>	<b>Miles</b>	<b>Minutes Per Mile</b>
<b>Actual Commute (One Way)</b>	(Enter minutes as per MapPoint)	(Enter miles as per MapPoint)	<b>Calculation = (Minutes ÷ Miles)</b>
<b>Adjusted Commute (One Way)</b>	<b>Calculation = (Adjusted Commute Miles x Minutes Per Miles)</b>	<b>Calculation = (Actual Commute Miles – 25)</b>	
<b>Round Trip</b>	<b>Calculation = (Adjusted Commute Minutes x 2)</b>	<b>Calculation = (Adjusted Commute Miles x 2)</b>	
<b>Daily Travel Time/Mileage Reimbursement:</b>	<b>Calculation = (Round Trip Minutes rounded to the nearest ¼ hour)</b>	<b>Calculation = (Round Trip Miles x current IRS Rate)</b>	

**Travel Time Calculation Sheet (Example)**

<b>John Doe</b>	<b>From: 123 Any Street, San Francisco, CA</b>		
	<b>To: 456 Main Street, Fremont, CA</b>		
	<b>Minutes</b>	<b>Miles</b>	<b>Minutes Per Mile</b>
<b>Actual Commute (One Way)</b>	<b>52</b>	<b>36.70</b>	<b>1.42</b>
<b>Adjusted Commute (One Way)</b>	<b>16.61</b>	<b>11.70</b>	
<b>Round Trip</b>	<b>33.22</b>	<b>23.40</b>	
<b>Daily Travel Time/Mileage Reimbursement:</b>	<b>2/4</b>	<b>\$12.99</b>	

**ARTICLE 28  
MARKING OF VEHICLES**

1. All Employers' production vehicles shall be identified with permanently affixed company identification and/or Union Logo which shall be prominently displayed and readily visible from both sides of the vehicle. This will be the only acceptable vehicle from which a workman will be allowed to work. The cost of the logos shall be born by the Industry Fund.

2. It shall be the responsibility of the Employer to place and replace identification on all production vehicles. It shall be the Employer's responsibility to remove any identifying markings from vehicles no longer owned or used in the course of business.
3. Recognizing that conditions do occur when an Employer is temporarily in need of an extra vehicle, it is agreed that with prior notification to the Union, an Employer may use other vehicles owned by him or said firm or a commercially leased vehicle from recognized leasing agents such as Hertz, Avis, etc., for the transporting of workmen, tools, and materials.

## **ARTICLE 29 PROJECT AGREEMENT**

There may be established "Project Agreements" to cover the installation and repair of floor covering in connection with Building Trades Agreements, single and multifamily units, and institutional agreements. This Agreement will define the project's location, working conditions for the employees and their rate of pay for such project work. The Union shall notify the Floor Covering Association Central Coast Counties by fax and/or email as to the terms of any "Project Agreement" within two (2) business days of its approval or execution.

## **ARTICLE 30 EQUALITY OF OPERATION**

1. Should the Union enter into a contract with any individual Employer, which is more favorable than this contract, then any Employer who establishes and operates in the same manner shall be eligible to apply for and receive the same contract. In the event a more favorable contract as above set forth is limited to a particular geographical area covered by this contract, then, and in that event, the paragraph shall apply only to work being performed in said geographical area. This clause shall not be applicable to work under project agreements or with respect to work existing in newly organized shops at the time such shops are organized. All signatory Employers will be notified within thirty (30) days in writing of any contracts signed.
2. For the purpose of organizing, the Union may enter into an addendum to this Agreement using terms and conditions outside the Master Agreement allowing a new Employer to complete previously signed contracts or work in progress. Work in progress must comply with prevailing wage laws. Any Agreement entered into between Building Trade Councils and property owners, builders and developers must comply with the existing Master Agreement. All new work and contracts entered into after initial signing of the Master Agreement or addendum must be installed under the full terms and conditions of the Master Agreement.
3. The above addendum shall have a duration period of no longer than eighteen (18) months and shall only be offered to Employers with a business address in the geographical area covered by the Union.
4. The above stated addendum shall be a "one (1) time only" offer per Employer and shall be used exclusively for the purpose as stated above.

**ARTICLE 31**  
**SALE OR ASSIGNMENT OF BUSINESS**

1. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.
2. The Employer agrees that in the event the Employer's business, in whole or in part, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such transferee business and operation shall expressly and in writing assume the terms and conditions of this Agreement for the life thereof.
3. It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. It is further understood that the Employer will only transfer, assign, lease, etc., the business if the transferee agrees to accept and assume, in writing, the Agreement. The Employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor, or leaser, executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.
4. To protect and preserve, for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows: If the Employer performs on site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners, owners, or stockholders exercises directly or indirectly (through family members or otherwise) management, control, or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.
5. All charges of violations of Section 4 above shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement on the handling of grievances and the final binding resolution of disputes. As a remedy for violations of this Section, the Joint Trade Board or Arbitrator shall be able, at the request of the Union, to require an Employer to pay 1) to effected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages those employees have lost because of the violations, and 2) into the affected Joint Trust Funds to which this Agreement requires contributions any delinquent contributions that resulted from the violations. The Joint Trade Board or Arbitrator shall be able also to provide any other appropriate remedies, whether provided by law or this Agreement. The Union shall enforce a decision of the Joint Trade Board or Arbitrator under this Section only through arbitral, judicial or governmental (for example, the National Labor Relations Board) channels.

6. If, after an Employer has violated this Section, the Union and/or the Trustees of one (1) or more Joint Trust Funds to which this Agreement requires contributions, institute legal action to enforce an award by an Arbitrator or the Joint Trade Board remedying such violation, or defend an action that seeks to vacate such award, the Employer shall pay any accountants' and or attorneys' fees incurred by the Union and/or Joint Trust Funds, plus the costs of litigation, that have resulted from such legal action. This Section does not affect other remedies, whether provided by law or this Section, that may be available to the Union and/or the Joint Trust Funds.

### **ARTICLE 32 SAVINGS CLAUSE**

In the event that any provision of this Agreement is finally held or determined to be illegal or void by any applicable judgment or decree of a court of competent jurisdiction as being in violation of any law, ruling or regulation of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The Employer and the Union further agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into negotiations concerning the substance thereof.

### **ARTICLE 33 WORK PRESERVATION FUND**

1. There has been created a separate and independent entity, the Work Preservation Fund organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purposes for which this corporation is formed are to expand the work and job available to signatory Employers and employees, and to advance and preserve the industry by promoting high standards and fair competition. These purposes are consistent with those established under the authority of the Labor Management Cooperation Act of 1978, USC Section 175(a) and 29 USC Section 186(c)(9).
2. The affairs of the Work Preservation Fund are governed by a Board of Directors comprised of equal members representing labor and management, plus one (1) neutral member, elected by a majority vote of the Board of Directors.
3. The Employer shall be obligated to pay for the Work Preservation Fund six cents (\$0.06) on each employee covered under this Agreement for each hour worked. A full hour contribution shall be paid on any portion of an hour worked. Pursuant to and under the terms of this Agreement, the Trust Fund's administrator shall collect such contributions for the Work Preservation Fund and shall thereafter each month forward said monies to the Work Preservation Fund.
4. Appropriate records shall be kept and maintained by both the Trust Fund's administrator and the Work Preservation Fund as to the collection, transmittal and amounts of funds collected on forms to be provided exclusively by the Trust Fund's administrator. The parties agree that the contributions shall be transmitted to the current administrator.

5. The contribution rate shall be set forth in Wage Schedule A and shall be paid on all hours worked.

**ARTICLE 34**  
**LABOR MANAGEMENT COOPERATION INITIATIVE**

1. There has been established a Labor Management Cooperation Initiative for the purpose of improving relationships within the floor covering and related industries. Effective, on the date of this Agreement, a minimum Employer contribution of five cents (\$0.05) per hour for all hours worked has been adopted by the Floor Covering Association of the Central Coast Counties on behalf of those of their regular members who have authorized their inclusion in the coverage of this Agreement and Employers whose primary place of business is located within the jurisdiction of the Union and will be binding upon all Employers signatory to or bound by this Agreement.
2. The contribution rate shall be set forth in Wage Schedule A and shall be paid on all hours worked.

**ARTICLE 35**  
**VOLUNTARY PAYROLL DEDUCTION OF POLITICAL CONTRIBUTIONS**

1. Each member hereby authorizes and directs the employers to deduct from their pay the sum of five cents (\$0.05) for each hour worked, as a contribution to the Political Action Together - Political Committee (PAT-PC) of the International Union of Painters and Allied Trades. Each Employer agrees to make payments to the Political Action Together -Political Committee (PAT-PC) of the International Union of Painters and Allied Trades for each employee covered by this Agreement, as follows:
  - (a) For each hour or portion thereof, for which an employee receives pay, the Employer shall make a contribution of five cents (\$0.05) to PAT-PC.
  - (b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.
  - (c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, trainees, and probationary employees.

**ARTICLE 36  
STAR PROGRAM**

1. There has been created a separate and independent entity, the STAR (Skills, Safety, Supervisor & Survival Training Awards Recognition) Program, Inc., ("STAR Program") which has been organized pursuant to the laws of the State of California, as a non-profit California Corporation. The purpose for which this corporation is formed is to promote a high performance, high value culture within the workforce covered under this Agreement through the utilization of a reward based training program. The STAR Program shall fund all STAR Program training and all awards granted to employees whom annually meet the required goals as established by the STAR Program. These purposes are consistent with those established under the authority of the Labor-Management Cooperation Act of 1978, USC Section 175(a) and 29 USC Section 186(c)(9).
2. The affairs of the STAR Program are governed by a Board of Directors comprised of equal members representing labor and management.
3. The Employer shall be required to remit twenty-five cents (\$0.25) per hour for each hour paid or portion thereof on each employee covered under this Agreement. Contributions shall be made pursuant to the provisions of Article 19.

**ARTICLE 37  
DURATION OF AGREEMENT**

This Agreement shall be in full force and effective from July 1, 2011 through June 30, 2014 and shall continue thereafter from year to year unless either party serves written notice upon the other at least sixty (60) days prior to July 1 of any subsequent year of its desire to amend, modify or terminate this Agreement.

**THE PARTIES HEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS AS STATED HEREIN:**

District Council 16

\_\_\_\_\_  
Company

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Print Name

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AGREEMENT

IRON WORKER EMPLOYERS STATE OF CALIFORNIA  
AND A PORTION OF NEVADA

AND

DISTRICT COUNCIL OF IRON WORKERS  
OF THE STATE OF CALIFORNIA AND VICINITY

July 1, 2011 - June 30, 2014

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AGREEMENT

IRON WORKER EMPLOYERS STATE OF CALIFORNIA  
AND A PORTION OF NEVADA  
AND  
DISTRICT COUNCIL OF IRON WORKERS  
OF THE STATE OF CALIFORNIA AND VICINITY

This Agreement is made and entered into this 9th day of June, 2011 by and between the California Ironworker Employers Council, Inc., the collective bargaining representative for the Employers consisting of:

The Western Steel Council, Inc.

The Steel Fabricators Association of  
Southern California, Inc.

The Associated General Contractors of  
California, Inc.

San Diego Chapter, Inc., Associated  
General Contractors of America

Nevada Chapter of the Associated General  
Contractors of America, Inc.

Building Industry Association of  
California, Inc., now known as  
Building Industry Association of  
Southern California, Inc.

Industrial Contractors, UMIC, Inc.

Association of Construction Employers

Associated General Contractors  
Las Vegas Chapter

Southern California Contractors Association, Inc.

United General Contractors, Inc.

Engineering & Utility Contractors Association

and such other individual employers who are  
members of the California Ironworker Employers  
Council, Inc. and signatory hereto

and the District Council of Iron Workers of the State of California and Vicinity and Local Unions 118, Sacramento; 155, Fresno; 229, San Diego; 377, San Francisco; 378, Oakland; 416, Los Angeles; 433, Los Angeles and 844, Pinole of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, who are affiliated with said District Council, which District Council and Local Unions are signatory hereto and are recognized as the collective bargaining representatives of the employees. Said District Council and Local Unions are affiliated with the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations.

**SECTION 1. Purpose of Agreement**

A - This Agreement is entered into by collective bargaining between the Employers and the Union to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between the Employers and the workmen in this trade and to prevent waste, unnecessary and avoidable delays and expenses; for the purpose, at all times, of securing for the Employers sufficient skilled workmen and, so far as possible, to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon, also that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and by which these ends may be accomplished.

B - The California Ironworker Employers Council, Inc., composed of the collective bargaining representatives for the Employers who are:

The Western Steel Council, Inc.

The Steel Fabricators Association of  
Southern California, Inc.

The Associated General Contractors of  
California, Inc.

San Diego Chapter, Inc., Associated  
General Contractors of America

Nevada Chapter of the Associated General  
Contractors of America, Inc.

Building Industry Association of  
California, Inc., now known as  
Building Industry Association of  
Southern California, Inc.

Industrial Contractors, UMIC, Inc.

Association of Construction Employers

Associated General Contractors  
Las Vegas Chapter

Southern California Contractors  
Association, Inc.

United General Contractors, Inc.

Engineering & Utility Contractors Association

and such other individual employers who  
are members of the California Ironworker  
Employers Council, Inc. and signatory hereto

hereinafter referred to as the EMPLOYERS. The term UNION means any of the Local Unions affiliated with the District Council of Iron Workers of the State of California and Vicinity composed of Local Unions 118, Sacramento; 155, Fresno; 229, San Diego; 377, San Francisco; 378, Oakland; 416, Los Angeles; 433, Los Angeles and 844, Pinole.

**SECTION 2. Effective Area**

This Agreement covers all work in the State of California and the State of Nevada with the exception of the Counties of Elko, Eureka and White Pine located in the State of Nevada.

### SECTION 3. Craft Jurisdiction

A - This Agreement shall cover all work in connection with field fabrication and/or erection of structural, ornamental and reinforcing steel work coming within the jurisdiction of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers recognized by the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations.

B - It is agreed the jurisdiction of work covered by this Agreement is that provided for in the charter grant issued by the American Federation of Labor to the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, it being understood that claims are subject to trade agreements and final decisions of the AFL-CIO.

C - The Iron Workers jurisdictional claims for its journeyman and apprentice Iron Workers shall include but not be limited to job classifications of Architectural and Ornamental, Machinery Movers, Erectors and Riggers, Reinforcing Iron Workers, Structural, Stone Derrick Men, Welders, Fence Erectors and Sheeters and shall include but not be limited to the following:

All work in connection with field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to "Cofar", "Trusdeck", Mahon "M"; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings, the erection and installation of playground equipment to include bolding, fastening, welding of swings, slides, jungle gyms, footings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including preengineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling,



burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating of the same on all forms and types of construction work, cranes, the erection, installation, handling and operating of same on all forms and types of construction work; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, poststressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, poststressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall and window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sun screens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, cableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies,

traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis-mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duorails, tramrails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for trusslab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, bolt-up, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc. (this shall not preclude the use of Supervisory or Administrative personnel to direct these operations utilizing such instruments); the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man.

All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, mini-storages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating.

The following scope of work shall be performed at the Iron Workers Fence Erector rate: All work in connection with field fabrication, erection and construction of chain link fence, enclosures, ornamental fence, gates, playground equipment to include bolting and fastening, welding of slides and jungle gym, wood fence, rubber mats, plastic, pvc, wire and metal beam guardrail.

#### SECTION 4. Union Security

A - Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual employer on work covered by this Agreement on the effective date of this Subsection A 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 other person covered by this Agreement and employed to perform work covered by this Agreement 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) continuous or accumulative days of employment on such work with any individual employer following the beginning of such employment, or the effective date of this Subsection A, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other applicants for membership.

B - The individual employer shall not be required to discharge any employee pursuant to this Section until a written request from the District Council of Iron Workers or Local Union for such action, stating all pertinent facts showing the noncompliance shall have been served upon such individual employer or his agent or representative, and two (2) working days have been allowed for compliance therewith. The removal and replacement of any workman upon prior written notice to the individual employer shall not interrupt or interfere with the progress of the work.

C - The provisions of this Section 4 shall be applicable in California and applicable in Nevada to the full extent permitted by law.

D - No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union.

The Union shall be the sole judge of the qualifications of its members.

E - The individual employer shall be the sole judge of the qualifications of all of his employees and may on such grounds discharge any of them.

F - The Union does hereby indemnify and shall hold the individual employer harmless against any and all forms of liability that shall arise out of, or by reason of action taken by the individual employer for the purpose of complying with the provisions of Section 4 of this Agreement.

## SECTION 5. Employment

A - In order to maintain an efficient system of production in the industry, to provide for an orderly procedure for the referral of applicants for employment, and to preserve the legitimate interest of employees in their employment, the Employers and the Union agree that when an individual employer requires workmen to perform any work covered by this Agreement he shall hire applicants for employment to perform such work in accordance with this Agreement.

B - 1 - The individual employer shall have the right to employ directly a minimum number of key employees who may include a General Foreman and a Foreman. In addition, the individual employer shall have the right to employ directly on any job in the locality in which the individual employer maintains a principal place of business all employees required on such job or jobs, provided such employees are regular employees of the individual employer who have been employed by him fifty per cent (50%) of the working time of the applicants during the previous twelve (12) months.

2 - On jobs in localities in which the individual employer maintains a principal place of business, he shall have the right to hire by name employees from the Local Union having jurisdiction on a ratio of two (2) employees hired by name from the Group A list regardless of the position of the ordered man on said list, to one (1) employee dispatched by the Local Union from the Group A list. The first employee hired shall be dispatched by the Local Union from the Group A list.

Notwithstanding the above ratio, an individual employer shall have the right to hire by name employees from the Local Union having jurisdiction from the Group A list regardless of the position of the ordered man or woman on said list, if said man or woman has been employed by the individual employer at anytime during the previous twelve (12) months.

3 - On jobs of the individual employer located outside of the locality in which he maintains a principal place of business, said individual employer shall have the right to ship and may maintain a ratio of fifty per cent (50%) of his employees on the job in the Local Union having jurisdiction over the area where the job is located. The remaining fifty per cent (50%) of his employees shall be hired from the Local Union having jurisdiction. Any deviation from this ratio shall require written mutual agreement between the Local Union Business Manager/Agent and the Employer.

If the individual employer orders additional employees by name, he shall have the right to hire by name employees from the Local Union having jurisdiction on a ratio of two (2) employees hired by name from the Group A list regardless of the position of the ordered man on said list, to one (1) employee dispatched by the Local Union from the Group A list. The first employee hired shall be dispatched by the Local Union from the Group A list. Men ordered by name from the Group A list will be dispatched regardless of their position on said list. Men ordered by name from the Group A list will be dispatched regardless of their position on said list. Men ordered by name from the Group A list will be dispatched regardless of their position on said list.

On jobs of two (2) days duration or less, requiring three (3) employees or less, including the foreman, of the individual employer located outside of the locality in which he maintains a principal place of business, said individual employer shall have the right to ship one hundred percent (100%) of his employees on the job in the Local Union having jurisdiction over the area where the job is located, provided the employer obtains prior written approval from the Business Manager/Agent of the Local Union having jurisdiction over the area where the job is located.

4 - a - A workman who is assigned to work in the jurisdiction of another Local Union covered by this Agreement shall notify the Financial Secretary or Business Agent of such Local Union that he is in their jurisdiction. This notification shall be in person, by telephone, or by mail, at least twenty-four (24) hours prior to starting work.

b - Employers who assign workmen to work in the jurisdiction of another Local Union covered by this Agreement shall notify the Local Union they are working in the jurisdiction. This notification shall be by telephone, or by mail within twenty-four (24) hours.

5 - For the purpose of this Subsection 5-B locality shall mean:

- Area No. 1 - Jurisdiction of Local Union 377.
- Area No. 2 - Jurisdiction of Local Union 378.
- Area No. 3 - Jurisdiction of Local Unions 416 and 433.
- Area No. 4 - Jurisdiction of Local Union 229.
- Area No. 5 - Jurisdiction of Local Union 155.
- Area No. 6 - Jurisdiction of Local Union 118.

The agreement between Local Union 377, San Francisco and Local Union 378, Oakland, in effect since December 3, 1939 permitting employees to work in lieu of transfer in either area, shall remain in full effect.

C - All other journeyman required by an individual employer shall be furnished and referred to such individual employer through the hiring office of the appropriate Local Union.

D - No provision of this Section shall constitute a limitation on the right of the individual employer to transfer workmen on his payroll from time to time and from place to place at the discretion of the individual employer, providing he secures fifty per cent (50%) of his workmen from the Local Union having jurisdiction.

E - The individual employer shall have the right to reject any applicant referred by the appropriate Local Union, subject to the provisions of Section 6-B - "Show Up" Expense and Section 9-J - "Show Up" Expense.

F - Subject to the provisions of Section 4 of this Agreement, "Union Security", selection and referral of journeymen applicants to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any

other aspect or obligation of union membership, policies or requirements. The selection and referral of applicants shall be operated in accordance with the following plan:

Any workman desiring employment in work covered by this Agreement shall be registered in one of the Groups listed below. Each such workman shall be registered in the highest priority Group for which he qualifies.

**GROUP "A-1"**

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past three (3) years in the geographic area covered by the Local Union issuing the dispatch slip, provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications, and specialty or specialties, they shall have worked at least six (6) months within the three (3) years immediately preceding such registration, in such classification or classifications, and specialty or specialties. All apprentices graduating to journeyman status within the geographic area covered by the Local Union issuing the dispatch slip shall be included in this Group "A-1".

**GROUP "A-2"**

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past three (3) years in the geographic area covered by the District Council of Iron Workers of the State of California and Vicinity, provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications, and specialty or specialties, they shall have worked at least six (6) months within the three (3) years immediately preceding such registration, in such classification or classifications, and specialty or specialties. All apprentices graduating to journeyman status within the geographic area covered by the District Council of Iron Workers of the State of California and Vicinity shall be included in this Group "A-2".

**GROUP "B"**

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past four (4) years, provided, however, if such applicants request registration in this Group with the designation of a particular classification or classifications, and specialty or specialties, they shall have worked at least nine (9) months within the four (4) years immediately preceding such registration, in such classification or classifications, and specialty or specialties.

**GROUP "C"**

All applicants for employment who have worked at the trade as journeymen or apprentices in work of the type covered by this Agreement for the past two (2) years or more and who have for the past year actually resided within the geographic area covered by this Agreement.

**GROUP "D"**

All applicants for employment who have worked at the trade in work of the type covered by this Agreement for one (1) year or more immediately preceding the date of their registration.

**GROUP "E"**

All other applicants for employment.

G - Each Local Union shall maintain each of the separate Group lists set forth above which shall list the applicants within each Group in the order of the dates they registered.

H - 1 - Individual employers shall advise the appropriate Local Union of the number and classification or classifications, and specialty or specialties, of applicants required. The appropriate Local Union shall refer applicants to the individual employer by first referring applicants in Group "A-1" in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group "A-2", then Group "B", then Group "C", then Group "D", then Group "E".

2 - Whenever a Local Union maintains a branch hiring hall, the individual employer shall call the main hiring hall for workmen whenever the branch hiring hall's out-of-work list is exhausted of all workmen who are bona fide residents in the territorial area designated for the branch hiring hall. Workmen shall not be registered on more than one out-of-work list at any one time.

I - 1 - Any individual desiring employment shall register at the appropriate Local Union by appearing personally and shall indicate his name, address, telephone number, Social Security Account number, classification or classifications, specialty or specialties of the type of work desired, the date of such registration and other pertinent information if required.

2 - Available for employment shall mean:

a - All individuals seeking employment under Subsection I-1 above shall be in the Local Union at regularly established Roll Call time.

b - All individuals eligible for referral shall be present at the Local Union during dispatching hours; provided, however, they may be present at a location where they can be reached by telephone if they live in a remote area or, due to extenuating circumstances, cannot be personally present.

3 - a - Dispatching hours shall be any two and one-half (2-1/2) period between the hours of 7:00 a.m. and 10:30 a.m. daily (Saturdays, Sundays and recognized holidays excluded) at the discretion of each Local Union. The District Council of Iron Workers will notify the Employer Groups of each Local Union's dispatch hours. In emergency cases, workmen may be dispatched other than at dispatching times.

b - If the individual employer gives the appropriate Local Union twenty-four (24) hours notice before men are needed, the Local Union will within said twenty-four (24) hour period advise such individual employer of any inability to man the job within the period specified.

c - Upon commencing a job in a subsistence zone, the individual employer will give the appropriate Local Union notice for men by 10:30 a.m. on the preceding work day when complying with the provisions of Subsection D of this Section.

4 - Upon being referred, each individual shall receive a referral slip to be transmitted to the employer representative at the job site, indicating his name, address, Social Security Account number, type of job, date of proposed employment, date and time of referral and rate of pay.

5 - To ensure the maintenance of a current registration list, all individuals who do not reregister or notify the Union in writing of their availability within one (1) week of their previous registration shall be removed from the registration list. If such individuals reregister pursuant to the provisions of this Section, they shall maintain their previous position on such list.

6 - Individuals shall be eliminated from the registration list for the following reasons:

a - Dispatched to the job and hired - except that any individual who is rejected by the individual employer shall retain his position on said list.

b - Any individual dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he reregisters.

c - Any individual dispatched to a job and who reports for work in an intoxicated condition thereby being unfit for work shall be placed at the bottom of the list provided he reregisters.

7 - No individual who is rejected by the individual employer shall be rereferred to such individual employer with respect to the same request pursuant to which he was initially referred.

J - The order of referral set forth above shall be followed except in cases where individual employers require and call for applicants possessing special skills and abilities in which case the appropriate Local Union shall refer the first applicants possessing such special skills and abilities in the order they appear on the appropriate register.

K - In California, apprentices shall be hired and transferred solely in accordance with the applicable Apprenticeship Standards Agreement approved by the Department of Industrial Relations of the State of California and entered into by the appropriate parties and, in Nevada, they shall be hired and transferred in accordance with the laws of that State. This Section 5 shall not apply to the hiring of apprentices.



L - In the event the referral facilities maintained by the appropriate Local Union are unable to fill the requisition of an individual employer for employees within a forty-eight (48) hour period after such requisition is made by the individual employer (Saturdays, Sundays and holidays excepted), the individual employer may employ applicants from any source. In such events, the individual employer will notify the appropriate Local Union of the names, addresses, Social Security Account numbers and dates of such hirings. Such notification shall be given promptly but not to exceed twenty-four (24) hours after such hiring (Saturdays, Sundays, and holidays excepted).

M - In the event any job applicant is dissatisfied with his Group classification or his order of referral in that such applicant claims he was not placed in the proper Group set forth above or is aggrieved by the operation of the hiring arrangement or the provisions of this Section, such aggrieved job applicant may appeal in writing within ten (10) days from the day on which his complaint arose to an Appellate Tribunal consisting of a representative selected by the Employers and a representative selected by the Union and an impartial Umpire appointed jointly by the Employers and the Union, and the decision of the Appellate Tribunal shall be final and binding.

N - Equal Employment Opportunity - The Employers and the Union recognize they are required by law not to discriminate against any person with regard to employment or union membership because of race, religion, age, color, sex, national origin or ancestry and hereby declare their acceptance and support of such laws. This shall apply to hiring, placement for employment, training during employment, rates of pay or other forms of compensation, selection for training including apprenticeship. The Employers and the Union recognize and will implement the Journeyman Recruitment and Trainee Recruitment Orientation Training and Placement program signed June 18, 1970, provided the program continues to be funded by the United States Department of Labor and other programs agreed upon between the parties to this Agreement approved and funded by the United States Department of Labor.

O - Probationary Member - Terms, conditions and implementation of the Iron Workers Probationary Member Program shall be the responsibility of the International Association, District Council of Iron Workers and the Local Union.

## SECTION 6. Work Hours Per Day

A - **Hours of Work** - Eight (8) hours shall constitute a day's work from 7:00 a.m. to 5:00 p.m. from Monday through Friday inclusive. Noon hour may be curtailed by agreement with the workmen on the job and the individual employer or his representative. Change in starting time shall be made by mutual agreement between the individual employer and the Business Agent of the appropriate Local Union; except on jobs where the majority of the Building Trades craftsmen have established an earlier starting time for the job, in which case workmen covered under this Agreement will conform to the earlier time. Notification must be given to the Union.

On jobs where workmen covered by this Agreement are working with Building Trades craftsmen who are working a shorter work day or work week, they shall receive a full day's pay if their work is curtailed because of the other crafts leaving the job.

An individual employer may start the day shift earlier than 7:00 a.m. but not before 6:00 a.m., providing he notifies the appropriate Local Union of his intention to do so prior to making the change in starting time. An earlier starting time may be established by mutual consent between the Business Agent of the appropriate Local Union and the individual employer.

By mutual agreement between the individual employer and the Business Agent/Manager of the appropriate Local Union or the District Council of Iron Workers, and with one week's notice, a four (4) day per week, ten (10) hour per day work shift may be established. The regular work week shall be from Monday through Thursday. Pay for each of these four (4) days shall be ten (10) hours at the straight time hourly rate.

All work in excess of ten (10) hours per day shall be paid at one and one-half (1½) times the straight time hourly rate for the first two (2) hours worked and double time shall be paid for all work in excess of twelve (12) hours Monday through Thursday, and Friday if Friday is worked as a makeup day..

Friday may be worked as a voluntary make-up day in those cases where the work is shut down due to inclement weather or an emergency situation. Not less than (8) hours shall be scheduled to be worked on the makeup day subject to the provisions of paragraph 6 E - Work Day. An employee may refuse to work on makeup day without penalty or recrimination.

If a fifth day is worked, the pay shall be one and one-half (1 ½) times the straight time hourly rate for the first eight (8) hours worked. All work in excess of eight (8) hours worked on the fifth day shall be paid two (2) times the straight time hourly rate.

If a sixth or seventh day is worked, the pay shall be two (2) times the straight time hourly rate.

B-1 - If workmen are required to work continuously for more than four and one-half (4-1/2) hours or five (5) hours when the normal starting time is

established before 8:00 a.m. without an opportunity for lunch during the period of a normal shift, they shall receive overtime pay for work after the four and one-half (4-1/2) hours, (or five (5) hours) until opportunity to take time for lunch is afforded and shall thereafter be allowed a reasonable opportunity to eat lunch on the individual employer's time. (Example: 6:00 a.m. starting time - 5 hours; 7:00 a.m. starting time - 5 hours; 8:00 a.m. starting time - 4-1/2 hours.)

B-2 - Rest Periods - Every individual employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an individual employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes per rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at individual employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the individual employer shall make up the missed rest period within the same work day or compensate the employee for the missed ten (10) minutes of rest time at his or her applicable rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If an individual employer fails to authorize or permit an employee a rest period in accordance with the applicable provisions of this Section the individual employer shall pay the employee one (1) hour of pay at the employee's applicable rate of compensation for each work day that the rest period was not provided. Penalties for violation of this Section shall be in accordance with Wage Order No. 16 of the Industrial Welfare Commission as interpreted by the Department of Industrial Relations.

Nothing in this section confers any right or duty on the Department of Industrial Relations to resolve any dispute or assess any actual penalties for violations of this section. Any dispute regarding the provisions of this Section shall be subject to Section 28 Grievance Procedure of this Agreement.

C - Any employee who completes a shift and is required to work more than two (2) hours overtime at the end of a shift will be permitted a one-half (1/2) hour meal period as follows:

He shall be permitted a one-half (1/2) hour meal period for which he will receive regular overtime pay during which time no work shall be permitted and/or one-half (1/2) hour's pay at the regular overtime rate in lieu thereof.

D - Changes in the work hours per day in special cases may be made to meet special conditions by mutual agreement between the individual employer and the Business Agent of the appropriate Local Union or the District Council of Iron Workers. This mutual agreement is mandatory without regard to the reason necessitating the change.

E - **Work Day** - When an employee is ordered by the individual employer or his representative to report for work and then through no fault of the employee is not put to work, said employee shall be paid a "show up" expense of \$60.00. If an employee is put to work, he shall receive not less than four (4) hours pay at the straight time hourly rate. If an employee works more than four (4) hours but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight time hourly rate. Pay for hours worked beyond the first six (6) hours shall be figured on the basis of actual hours worked. In all cases the employee must remain on the job unless released by the individual employer. On Saturdays, Sundays and holidays, "show up" expense will be computed at the applicable overtime factor.

When an employee quits of his own volition, he shall be paid only for actual hours worked.

**Pre-Day Hire** - When the employer places an order for workmen during dispatch hours of the appropriate Local Union to report at the start of the next day's shift, (or later), such new hires shall be paid for actual hours worked on their first day of employment.

**Same Day Hire** - When the individual employer places an order for workmen on the same day the men are dispatched, report for work and start work by 10:00 a.m., (9:00 a.m. on 7:00 a.m. dispatched men) the workmen will be paid for a full day's work of eight (8) hours.

**Inclement Weather** - An individual employer shall advise an employee before the end of the shift that the individual employer's work is suspended due to inclement weather. This shall not constitute a lay-off. The employee shall be notified at least two (2) hours in advance of the normal starting time to report back to work. When the employee has no telephone or cannot be reached, the individual employer shall provide a telephone number for the employee to call and receive instructions on reporting to work. In the event the project is shut down due to inclement weather for more than two (2) consecutive work days, the employee will report back to the work site and be put to work or receive his "show up" expense and termination pay.

Workmen will furnish the individual employer with their current telephone number and address.

F - **Shift Work** - When two (2) shifts are employed, the first shift (morning shift) shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay, or a proportionate part thereof for the time worked.

When three (3) shifts are employed, the first shift (morning shift) shall work eight (8) hours for eight (8) hours pay. The second shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay, or a proportionate part thereof for the time worked. The third shift shall work seven (7) hours for eight (8) hours pay, or a proportionate part thereof for the time worked.

When two (2) shifts are employed on any job, the second shift shall start not later than 5:00 p.m.

When three (3) shifts are employed on any job, the third shift shall start not later than 12:30 a.m.

The Friday shift ending on Saturday morning will be considered Friday work. The Sunday shift ending on Monday morning will be considered Sunday work.

There shall be no more than three (3) shifts worked in any twenty-four (24) hour period.

On all shift work, the "morning" shift, starting at 8:00 a.m. (or earlier by mutual agreement) shall be considered as the first shift.

No multiple shifts shall be established or started for less than two (2) consecutive work days on each and every shift.

In the event the second and/or third shifts do not work the full three (3) shifts, the individual employer shall pay the workmen the overtime rate on these shifts.

In cases of emergency, multiple shifts may be allowed to operate for less than three (3) days by mutual agreement between the individual employer and the appropriate Local Union Business Agent.

Shift work shall continue until the end of the emergency. The emergency cannot stop on Friday evening and then start again on Monday.

Changes in work hours per day in special cases on shift work may be made to meet special conditions on application to and approval of the Business Agent of the appropriate Local Union or the District Council of Iron Workers. If this special shift starts prior to 12 midnight, the shift shall work seven and one-half (7-1/2) hours for eight (8) hours pay, or a proportionate part thereof for the time worked in accordance with Section 6-E. If the special shift starts after 12 midnight, the shift shall work seven (7) hours for eight (8) hours pay, or a proportionate part thereof for the time worked in accordance with Section 6-E. Any work prior to or after the special shift period shall be at the appropriate overtime rate as set forth in Section 7-A.

**G - Holidays** - Holidays to be recognized as overtime days will be:

**Northern California** - New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day.

**Northern Nevada** - New Year's Day, Admission Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day.

**Southern California and Southern Nevada** - New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day.

No work shall be performed on Labor Day except to save life and property.

The above holidays shall be observed on the dates designated by the State of California and/or the State of Nevada or by Federal law.

If any of the above listed holidays falls on a Sunday, the Monday following shall be observed as a holiday. If any of the above listed holidays falls on a Saturday the holiday will be observed on the preceding Friday.

The geographic demarcation line for holidays shall be on the same basis as provided in Northern and Southern California Master Labor Agreements with other basic crafts.

Northern California refers to the forty-six counties north of San Luis Obispo and Kern Counties. Southern California refers to the twelve counties south of and including San Luis Obispo and Kern Counties and also including Inyo and Mono Counties.

**H - Special Project Conditions** - When workmen covered by this Agreement are working with other Building Trades crafts on steel mills, chemical plants, refineries, steam plants, mining facilities, cement plants, offshore facilities, or remote projects (those which cover vast geographic areas and where suitable living conditions are not available within thirty-five (35) miles of the job), they shall be allowed to be off the individual employer's property or job site by the end of the work shift when any craft which is working on such project at the same time is so allowed.

If a workman covered by this Agreement is required to walk, ride or travel in any way into, on or through the property of an individual employer or owner on the above mentioned projects, he shall be covered by all applicable insurance.

**I - Emergencies** - When an individual employer considers it necessary to shut down a job or project to avoid possible loss of human life because of an emergency situation that could endanger the life and safety of employees, in such cases the individual employer agrees that "show up" expense will be paid as well as subsistence if due. All other hours will be compensated on the basis of actual hours worked.

**SECTION 7. Wage Rates and Other Remuneration**

A - **Wage Rates** - The minimum hourly wage rates shall apply as follows:

<b>Effective</b>	<b>*Reinforcing, Structural and Ornamental</b>	<b>*Fence Erector and Ornamental</b>
July 1, 2011 . . . . .	\$33.00	\$26.58
July 1, 2012 . . . . .	Wage increase will be allocated prior to 7-1-12.	
January 1, 2013 . . . . .	Wage increase will be allocated prior to 1-1-13.	
July 1, 2013 . . . . .	Wage increase will be allocated prior to 7-1-13.	
January 1, 2014 . . . . .	Wage increase will be allocated prior to 1-1-14.	

**Effective July 1, 2011** a total monetary increase of \$0.40 per hour was allocated by the Union to the Pension Trust Fund contribution.

**Effective July 1, 2012** a total monetary increase of \$0.55 per hour will be allocated by the Union to wages and/or trust fund contributions.

**Effective January 1, 2013** a total monetary increase of \$0.55 per hour will be allocated by the Union to wages and/or trust fund contributions.

**Effective July 1, 2013** a total monetary increase of \$1.00 per hour will be allocated by the Union to wages and/or trust fund contributions.

**Effective January 1, 2014** a total monetary increase of \$1.00 per hour will be allocated by the Union to wages and/or trust fund contributions.

The Union agrees to an Advisory committee to be appointed by the CIEC to make recommendations to the Union on allocations.

**Overtime** - Time and one-half shall be paid for the first two (2) hours worked in excess of eight (8) hours on any regular work day Monday through Friday. Time and one-half shall be paid for the first eight (8) hours worked on Saturday and double time shall be paid for all hours worked in excess of eight (8) hours. All other overtime worked, including Sundays and holidays, shall be paid at the double time rate. Overtime pay shall be computed by not less than half-hour increments. No work shall be performed on Labor Day except to save life and property.

**Foremen** - Effective July 1, 2003, Foremen shall be paid not less than 10% more than the regular hourly rate of the highest journeyman Iron Worker classification over which they have supervision.

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\*To the above rates the Vacation contribution is to be added for figuring gross wages for tax purposes.

When two (2) or more Iron Workers are employed, one (1) shall be selected by the individual employer to act as Foreman and shall receive a Foreman's wages.

**B - Congestion Zone Fee** - San Francisco (including Yerba Buena Island) - Due to the unique parking and congestion problems common in San Francisco, each Iron Worker working in the City of San Francisco, as defined below, shall receive \$8.00 per day as a Congestion Zone Fee. The Congestion Zone Fee shall be considered expense reimbursement and shall not be paid on days where show-up expense is paid. The City of San Francisco is defined as the city limits of San Francisco (as described by the San Francisco County Recorder's Office as of July 1, 1998), the Golden Gate Bridge in its entirety, and the west side of the San Francisco Bay Bridge up to and including Treasure Island. The Congestion Zone Fee became effective July 1, 1999. All projects bid prior to July 1, 1999 were excluded.

The Congestion Zone Fee will not apply to work performed in a permanent yard relative to loading and unloading company equipment.

Effective January 1, 2002, the following counties shall be added to the Congestion Zone Fee: Santa Clara, Alameda and San Mateo. The Congestion Zone Fee for these counties shall be \$8.00 per day. Jobs bid prior to the effective date shall be excluded.

Effective July 1, 2003, the Congestion Zone Fee for the City and County of San Francisco only shall be \$12.00 per day. Jobs bid prior to January 1, 2002 shall be excluded.

**C - Parking Fee** - In congested areas the individual employer shall provide, or pay for, parking facilities for workmen where free parking is not available within three (3) standard blocks of the job. Bona fide validated parking tickets must be submitted to the individual employer.

**D - Journeyman Retraining Stipend** - The employer shall pay as an incentive for voluntary journeyman retraining a stipend of \$50.00 for a half day and \$100.00 for a full day. The stipend will be paid for attending and completing the training session. A certificate of completion will be required for reimbursement.

**E - Tolls** - The individual employer shall pay all bridge and ferry tolls. Bona fide validated receipts must be submitted to the individual employer.

**F - Election Day** - Time will be allowed to vote in accordance with the provisions of the applicable California or Nevada Election Code.



## SECTION 8. Pay Day

The regular pay day shall be once a week on such day agreed upon between the individual employer and the appropriate Local Union. Wages shall be paid before quitting time on the job, in cash, by check or other legal tender. When requested by the Union, an individual employer will make arrangements with a local bank to cash the workmen's pay check. Individual employers may withhold where necessary a reasonable amount of wages but not to exceed the provisions contained in the Labor Code of the State of California, or Nevada when applicable, to enable them to prepare the payroll. If pay day falls on a holiday, the workmen shall be paid the day preceding the holiday.

When workmen are laid off, or discharged, they shall be laid off or discharged at the site of construction and paid in full in cash, by check or other legal tender immediately and, if required to go to some other point or to the office of the individual employer, the workmen shall be paid for time required to go to such places.

An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours or be paid prior to leaving the job or project.

Any undue delay or loss of time caused the workmen through no fault of their own shall be paid for at the regular straight time wages by the individual employer causing such delay.

Accompanying each payment of wages shall be a separate statement identifying the individual employer, showing the total earnings, the amount of each deduction, the purposes thereof and net earnings.

If workmen are not paid by their individual employer during the usual working hours, they shall receive the applicable overtime rate for all time after the regular working hours that they are required by the individual employer to remain on the job site on such regular pay day. If workmen are not required to remain on the job site on the regular pay day they shall receive four (4) hours pay at the appropriate overtime rate. Workmen, who through no fault of their own, are not paid on the regular pay day shall be paid waiting time for each hour of time they are required to wait on the next and each succeeding day at the regular straight time hourly rate, not to exceed eight (8) hours per day. Where an employee is still employed by the individual employer, waiting time shall be in addition to the employee's regular hourly rate.

**SECTION 9. Expenses Out of Town**

A - **Subsistence Pay** - Where a job is located 60 miles or more from the City Hall of San Francisco, Oakland, San Jose, Sacramento, Stockton, Fresno, Bishop, Bakersfield, Eureka, Redding, Napa, Los Angeles, San Diego, San Bernardino, Ventura and El Centro of the State of California, and Reno and Las Vegas of the State of Nevada, a workmen will be compensated per scheduled work day for the job. Subsistence pay is determined by ascertaining the city hall enumerated above which is closest to the job. If the job is more than 60 miles from that city hall, subsistence shall be owed as follows:

Sixty (60) miles to seventy-five (75) miles..... \$20.00  
Seventy-five (75) miles to one hundred (100) miles..... \$25.00  
One hundred (100) miles and over..... \$75.00

If a workman is shipped from one free zone into another free zone the workman shall be paid subsistence in accordance with Section 9A. The workman's initial free zone shall be the city hall listed above closest to his point of hire. For purposes of this paragraph the free zone shall be limited to the free zone closest to the point of hire.

Mileage will be the actual number of miles travelled over the most direct regularly travelled route between the job and the designated point.

When an out-of-town job is of one day's duration, a workman shall be paid travel reimbursement to and from the job. He shall not, in addition, be paid subsistence.

B - Federal Installations:

1 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by three dollars (\$3.00) per hour for all work performed at the following locations:

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by four dollars and fifty cents (\$4.50) per hour for all work performed at the following locations:

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by six dollars (\$6.00) per hour for all work performed at the following locations:

Camp Roberts  
China Lake Naval Test Station  
Chocolate Mountains Naval Reserve - Niland  
Edwards Air Force Base  
Fort Hunter Liggett  
Fort Irwin Military Station  
Fort Irwin Training Center - Goldstone  
San Clemente Island  
San Nicholas Island  
29 Palms - Marine Corps  
U.S. Marine Base - Barstow  
U.S. Naval Air Facility - Sealey  
Vandenberg Air Force Base

2 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by two dollars (\$2.00) per hour for all work performed at the following locations:

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by three dollars (\$3.00) per hour for all work performed at the following locations:

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by four dollars (\$4.00) per hour for all work performed at the following locations:

- Army Defense Language Institute - Monterey
- Fallon Air Base
- Naval Post Graduate School - Monterey
- Yermo Marine Corps Logistics Center

3 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by one dollar (\$1.00) per hour for all work performed at the following locations:

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by one dollar and fifty cents (\$1.50) per hour for all work performed at the following locations:

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by two dollars (\$2.00) per hour for all work performed at the following locations:

- Port Hueneme
- Port Mugu
- United States Coast Guard Station - Two Rock

**C - Travel Expense to Whom Due** - When an individual employer hires workmen for a job more than 50 miles away from the City Hall in those cities listed in Paragraph A, the workmen shall be paid travel reimbursement and subsistence, in accordance with the Agreement, whether or not the job is located within another expense-free zone as provided by this Agreement. The individual employer shall pay bridge, ferry and toll road fares.

**D - Travel Reimbursement** - Travel reimbursement will be paid by the individual employer as follows:

Sixty (60) miles to seventy-five (75) miles . . . . .	\$25.00
Seventy-five (75) miles to one hundred (100) miles. . . . .	\$50.00
One hundred (100) miles and over. . . . .	\$60.00
Each additional fifty (50) miles. . . . .	\$25.00

Mileage will be the actual number of miles travelled over the most direct regularly travelled route between the job and the designated point.

Such payments shall be based on travel from the City Hall in those cities listed in Paragraph A. The workmen shall be paid a travel reimbursement at the beginning and completion of the job. This reimbursement is in addition to subsistence as provided in this Agreement.

**E - Company Transportation** - When safe company transportation with proper protection from the elements is provided, workmen will be paid travel reimbursement.

**F - Travel Reimbursement, Job Not Continuous** - If any individual employer orders the same workmen to and from the same job more than once when the job is not continuous, workmen shall be paid travel reimbursement to and from the job for each round trip.

F-1 - Exception: where the break in continuous employment on the job is caused by Saturdays, Sundays, holidays or weather conditions or if the workmen are provided transportation at no cost to the workmen.

**G - Travel Reimbursement When Due** - Travel reimbursement will be paid on the first pay day after the workman starts to work. Travel reimbursement for the return trip will be paid at the conclusion of the job. Subsistence payments will be made each regular pay day. Any workman who quits voluntarily before he has worked ten (10) days or who is discharged with just and sufficient cause prior to completion of the job, will not be entitled to return travel reimbursement.

On jobs of five (5) or more days duration, travel reimbursement will not be paid either way if a workman quits voluntarily before he has worked five (5) days or shifts.

**H - Expense Pay Each Day's Work** - Workmen eligible for subsistence shall be paid a single day's subsistence for any working day, whether more or less than eight (8) hours, or for work on Saturday, Sunday, or a holiday. No workman shall receive more than a single day's subsistence from a single individual employer for any one day worked.

**I - Adjacent Job Sites** - When workmen are transferred from one individual employer to another, without loss of time on same job or on an adjacent job, the original individual employer will not be required to pay the return travel reimbursement but the final individual employer will be required to pay the return travel reimbursement. The individual employer will notify the appropriate Local Union giving the names and Social Security Account numbers of workmen so transferred.

**J - "Show Up Expense"** - On jobs located outside the free zones, workmen who report for work and for whom no work is provided shall be paid a "show up" expense of \$60.00 in addition to subsistence Mondays through Fridays. On Saturdays, Sundays and holidays "show up" expense will be based on the applicable overtime factor; provided that, to qualify for "show up" expense on any day the workman must remain at the job site for two (2) hours, available for work, unless released by the individual employer or his representative.

If a workman is put to work he will be paid in accordance with Section 6-E.

Note: The intent of both parties is that "show up" expense shall not be paid when the workman appears for work in an unfit condition or without proper tools qualifications.

**SECTION 10. Apprentices**

A - Apprentices shall be paid the following percentages for the classification of work in which they are engaged:

Effective July 1, 2004 for Structural, Ornamental, Reinforcing and Fence Erector apprentices who are under a three (3) year term of apprenticeship who were indentured prior to July 1, 2004:

First six months. . . . .	55%
Second six months . . . . .	60%
Third six months. . . . .	65%
Fourth six months . . . . .	70%
Fifth six months. . . . .	80%
Sixth six months. . . . .	90%

Effective July 1, 2004, for Structural, Ornamental, Reinforcing and Fence Erector apprentices who are under a four (4) year term of apprenticeship for apprentices who are indentured after July 1, 2004:

First six months. . . . .	50%
Second six months . . . . .	55%
Third six months. . . . .	60%
Fourth six months . . . . .	65%
Fifth six months. . . . .	75%
Sixth six months. . . . .	80%
Seventh six months. . . . .	90%
Eighth six months . . . . .	95%

Apprenticeship, IMPACT, Vacation, Welfare and Workers' Compensation Trust Fund contributions will be paid on first through eighth period apprentices. Welfare Plan contribution rate for 1<sup>st</sup> period apprentices shall be \$5.50 per hour for each hour paid for and/or worked.

Administrative Trust and LMCT contributions will be paid on second through eighth period apprentices.

Annuity Fund contributions are not paid on first through third period apprentices.

Fifty per cent (50%) of the Annuity Fund contribution will be made for fourth through sixth period apprentices. One hundred per cent (100%) of the Annuity Fund contribution will be paid for seventh and eight period apprentices.

Effective July 1, 2007 Pension Plan contributions on apprentices will be paid a percentage of the journeyman rate as follows:

Third through Fifth . . . . .	22%
Sixth . . . . .	48%
Seventh and Eighth . . . . .	84%

However, all apprentices will receive full pension credits for all hours worked.

B - Semiannually the California Field Iron Workers Apprenticeship Training and Journeyman Retraining Program will publish a list of all active apprentices in the State of California and vicinity showing their names, Social Security Account numbers and current pay classifications. The Program will publish a monthly update to this list to aid the Employers in payroll preparation.

To knowingly pay an apprentice above the published pay period without written approval of the appropriate Local Joint Apprenticeship Training Committee may result in the revocation of the individual employer's privilege to train apprentices.

C - When an individual employer has four (4) journeymen Iron Workers employed, excluding Foreman and supervisory employees, the fifth person employed shall be an indentured apprentice. An individual employer may hire indentured apprentices at a ratio of four (4) journeymen Iron Workers to one (1) indentured apprentice. The ratio of journeymen to indentured apprentice may be adjusted by mutual agreement between the employer and the appropriate Local Union Business Agent and/or the General Executive Board. Ratio determination shall be calculated using the total man hours per project.

C-1 - On ornamental and Miscellaneous Iron Work which is normally performed by 2 iron workers, 1 may be an apprentice.

C-2 - On reinforcing iron work, an individual employer may hire indentured apprentices at a ratio of three (3) journeymen Iron Workers to one (1) indentured apprentice. The ratio of journeymen to indentured apprentice may be adjusted by mutual agreement between the employer and the appropriate Local Union Business Agent and/or General Executive Board.

D - Any apprentice who has been cancelled from the Apprenticeship Training Program (and has not been readmitted by action of the Joint Apprenticeship Committee) or who has dropped out of the Program shall not be permitted to register for employment or to enter the Apprenticeship Program of any Local Union covered by this Agreement; such person may not be dispatched as a journeyman.

E - Employers signatory to this Agreement shall be bound by the current approved Local Apprenticeship Standards.

**F - Apprenticeship Training and Journeyman Retraining Contribution -**  
The California Field Iron Workers Apprenticeship Training and Journeyman Retraining Fund created by the Agreement and Declaration of Trust dated August 12, 1959, as amended, is continued in existence.

**Effective July 1, 2011** a contribution of seventy-two cents (\$.72) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Apprenticeship Training and Journeyman Retraining Fund.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust establishing that Fund and the provisions of the California Field Iron Workers Apprenticeship Training and Journeyman Retraining Fund adopted and amended by the Board of Trustees.

It is agreed this Trust will continue to be administered jointly.

**SECTION 11. Vacation Plan**

The California Field Iron Workers Vacation Trust Fund created by the Agreement and Declaration of Trust dated August 16, 1959 is continued in existence.

**Effective July 1, 2011** a contribution of three dollars and ninety two cents (\$3.92) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Vacation Trust Fund.

These contributions will be subject to and entitled to the benefits of all the provisions of the Agreement and Declaration of Trust establishing that Trust and the provisions of the Vacation Plan adopted by the Board of Trustees.

It is understood said Vacation Plan shall continue to be administered pursuant to that Trust Agreement.



**SECTION 13. Pension Plan**

The California Iron Workers Field Pension Trust created by the Agreement and the Declaration of Trust dated as of August 16, 1958 is continued in existence.

Effective July 1, 2011 a contribution of seven dollars and ninety six cents (\$7.96) per hour for each hour paid for and/or worked will be made to the California Iron Workers Field Pension Trust.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of the Trust dated as of August 16, 1958 establishing that Trust and the provisions of the California Iron Workers Field Pension Trust adopted by the Board of Trustees.

It is understood said Pension Trust shall continue to be administered pursuant to that Trust Agreement.

**SECTION 14A. Administrative Fund**

The California Field Iron Workers Administrative Trust created by the Agreement and Declaration of Trust dated August 16, 1971 is continued in existence.

**Effective July 1, 1998** a contribution of three cents (\$.03) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Administrative Trust.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust dated as of August 16, 1971 establishing that Trust and the provisions of the California Field Iron Workers Administrative Trust adopted by the Board of Trustees.

It is understood said Administrative Trust shall continue to be administered pursuant to that Trust Agreement and the Memorandum of Understanding dated April 10, 1974.

**SECTION 14B. Labor Management Cooperative Trust**

The California Field Iron Workers Labor Management Cooperative Trust Fund created by the Agreement and Declaration of Trust established July 1, 1992 is continued in existence.

Effective July 1, 2011 a contribution of twenty-seven cents (\$.27) per hour for each hour paid for and/or worked will be made to the California Field Iron Workers Labor Management Cooperative Trust.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust dated as of July 1, 1992 establishing that Trust and the provisions of the California Field Iron Workers Labor Management Cooperative Trust adopted by the Board of Trustees.

It is understood said Labor Management Cooperative Trust shall continue to be administered pursuant to that Trust Agreement.

The California Field Iron Workers Labor Management Cooperative Trust will be used solely for the purposes permitted by the Labor Management Cooperation Act of 1978, including but not limited to encouragement of further Labor/Management cooperation, employment opportunities in the Field Iron Worker Industry, conducting wage surveys to establish prevailing wage rates, Market Preservation Programs and contract compliance, supplying upcoming job and industry information, preparation and dissemination of information to the parties to this Agreement for mutual understanding and cooperation and other lawful and appropriate purposes.

**SECTION 14C. Ironworker Management Progressive Action Cooperative Trust (IMPACT)**

The Ironworker Management Progressive Action Cooperative Trust (IMPACT) is a joint Labor Management Cooperative Trust with federal tax exempt status under Section 501(a) of the Internal Revenue Code. The general purposes of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and legislative initiatives.

**Effective July 1, 2009**, a contribution of twenty nine cents (\$.29) per hour for each hour paid for and/or worked will be made to the Ironworker Management Progressive Action Cooperative Trust. This contribution shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust agreement, policies and resolutions.

**SECTION 15. Supplemental Dues**

Effective for all work performed on and after July 1, 2009 it is agreed that upon authorization as required by law, the amount of eighty three cents (\$.83) per hour for each hour paid for and/or worked shall be deducted by the California Field Iron Workers Vacation Trust Fund from the Vacation Benefit of each workman and remitted directly by the California Field Iron Workers Vacation Trust Fund to the Union. The amount of the deduction shall be specified on the statement transmitted to the workman by the California Field Iron Workers Vacation Trust Fund which remittance shall be made to the Union not less than four (4) times per year. The term "Union" as used in this Section shall mean the District Council of Iron Workers of the State of California and Vicinity.

**SECTION 16. Annuity Fund**

The California and Vicinity Field Iron Workers Annuity Trust Fund created by the Agreement and Declaration of Trust dated July 1, 1978 is continued in existence.

**Effective July 1, 2009** a contribution of three dollars and sixty three cents (\$3.63) per hour for each hour paid for and/or worked will be made to the California and Vicinity Field Iron Workers Annuity Trust Fund.

These contributions will be subject to and entitled to the benefits of all of the provisions of the Agreement and Declaration of Trust made as of the 1st day of July, 1978 establishing that Trust and the provisions of the California and Vicinity Field Iron Workers Annuity Trust Fund adopted by the Board of Trustees.

It is understood said Annuity Fund shall continue to be administered pursuant to that Trust Agreement.

**SECTION 17. Shipping**

Workmen shipped by shipping letter into or out of the jurisdiction of the area covered by this Agreement shall receive transportation, travel reimbursement and expenses, providing they remain on the job thirty (30) days or until the job is completed if it requires less than thirty (30) days. Workmen shipped to a job and not put to work weather permitting, or, the job is not ready for them to go to work, shall be paid the regular wage rate for such time or such workmen shall be shipped back to the shipping point with travel reimbursement and transportation paid by the individual employer.

**SECTION 18. Double Jobs**

No workman will be permitted to receive wages for more than one job at the same time.



**SECTION 19. Pre Job Conference**

It is agreed there will be a pre job conference at least one week prior to the start of any job or project at the option of either party where the agreed or estimated cost of the prime contract is One Million Dollars (\$1,000,000) or more. In the event no pre job conference is held, the contractor, upon request in writing, will advise the appropriate Local Union or Local Building Trades in writing of the start of a job at least one week prior to commencement of said job.

## SECTION 20. Application to Subcontractors

A - The terms and conditions of this Agreement insofar as it affects the Employers and any individual employer shall apply equally to any Subcontractor under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement and said Subcontractor with respect to such work shall be considered the same as an individual employer covered hereby.

B - Subject to the provisions of this Section and any other Section of this Agreement applicable to Subcontractors, if an individual employer shall subcontract work covered by this Agreement, such subcontract shall state that such Subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement.

C - A Subcontractor is defined as any person, firm or corporation who agrees under contract with the Employer, or any individual employer, or a Subcontractor of the Employer, or any individual 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.

D - It is the intent of the parties hereto that the provisions of this Section are to be interpreted and applied solely in accordance with the law and it is not intended to expand or modify existing law.

E - The individual employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the individual employer elect to subcontract, the individual employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the individual 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 statute, rule, regulation or law.

F - Notwithstanding any other provision of this Agreement or any Memorandum Agreement, the provisions of this Subcontractor's clause may not be enforced, directly or indirectly by strike action.

G - Each individual employer shall give the Union or Local Unions written notice of any subcontract involving performance of work covered by this Agreement, which notice shall specify the name and address of the Subcontractor and job. Such notice shall be given not less than five (5) days prior to the commencement of work.

H - Provided a notice has been given under Subsection G, the liability of an individual employer under Section 20 shall be limited:

1 - to the unpaid wages and trust fund contributions with respect to the work subject to the subcontract; providing, however, that the individual employer's obligation for unpaid wages and trust fund contributions under this Subsection H-1 shall be for not more than seventy-five (75) calendar days prior to the date the individual employer is notified of the default;

2 - as to any claim violation of the hiring hall provisions of the Agreement, not to exceed five (5) days pay and trust fund contributions for each person who would have been dispatched if the hiring hall violation had not occurred.

I - In no event shall this Section 20 be or become or be construed as the basis for any jurisdictional claim.

**SECTION 21. Letters of Evidence/Prevailing Wage Surveys**

A - Letters of Evidence - When requested in writing, Employers who are parties to this Agreement will furnish the District Council of Iron Workers of the State of California and Vicinity or any of its affiliated Local Unions signed letters on the letterhead of the individual employer, stating they have employed Iron Workers on a specific type of work and paid the negotiated scale of wages on any and all jobs which the individual employer has performed with Iron Workers.

B - Prevailing Wage Surveys - In order to maintain the market share of work and to further the best interests of the ironworking industry, the form entitled "Report Of Construction Contractor's Wage Rates" shall be completed by the Employer and forwarded to the Trust Funds office, for each job completed. This form shall be submitted for each job completed regardless of whether or not the job is a private or public work.

To expedite this procedure a blank form shall be included along with the Employers Monthly Reporting Forms mailed monthly to each employer by the Trust Funds.

## SECTION 22. Furnishing Bond, Delinquencies and Audit Program

A - The individual employer performing work covered by this Agreement, prior to the commencing of work under this Agreement, shall post a surety bond, or cash bond in lieu thereof, in the amount of Twenty-five Thousand Dollars (\$25,000) to ensure payment of wages and contributions to the Trust Funds specified in this Agreement. Any individual employer who is delinquent on payment of said contributions may be required to furnish an additional bond as determined by the Trust Fund Delinquency Committee. A current individual employer who has not been delinquent for twenty four (24) consecutive months is exempt from the requirement to increase its existing bond.

The Union shall refuse to refer men to and shall withdraw men from any individual employer who has not complied with the provisions of this Section and such refusal and/or withdrawal will not constitute a violation of this Agreement.

B - Individual employer contributions shall be due on the 15th day of the calendar month immediately following the month in which Field Iron Workers were paid and/or worked. Such contributions will be delinquent if not received by the Trust Funds by the 25th day in the month that they are due.

In the event an individual employer has delinquencies in contributions, said individual employer shall be subject to the penalties as provided for and set forth in the current Trust Agreements and/or as they may be amended. The individual employer acknowledges his awareness of the terms and conditions of the Trust Agreements including the Boards of Trustees' right to recover attorneys fees for collection of such monies and their right to terminate the participation of any individual employer who is repeatedly delinquent.

C - The administration of the bonding provisions shall be in accordance with the California Field Iron Workers Labor Management Cooperative Trust.

D - The parties recognize and agree that the sound administration of the Trust Funds requires that the respective Boards of Trustees shall have the right to have a designated Trust Auditor examine the payroll records of such individual employer to determine whether such individual employer is making full and prompt payment of all sums required to be paid by him or it to the Trusts. If the payroll records of the individual employer appear insufficient for a proper audit, the Executive Director of the California Field Iron Workers Trust Funds, on advice of Counsel, shall direct the examination of additional records to include Federal W-2, 1099 and 1096 Forms, Form 941 (DE-3) Employers Quarterly Tax Returns, Cash Disbursement Journals, Equipment Rental Invoices and cancelled checks requested by the Auditor which are relevant to the enforcement of the Trusts' rights to proper contributions. Each audit shall be limited to the period of time allowed by State and Federal Laws. The results of each such examination shall be confidential and shall be submitted only to the individual employer and the Boards of Trustees, who shall use the same solely for the purpose of administering the Trusts. In the event of a dispute or refusal of any individual employer to permit an examination of any of the specified records, the Trust Auditor shall report the matter to the Executive Director of the California Field Iron Workers Trust Funds, who shall act on behalf of the Trust Funds to resolve the matter, on advice of Counsel if he deems it appropriate.

In the event the audit produces no findings of fringe benefits due to the Trust Funds, or where the findings reasonably appear to have been the result of clerical error or omission, the cost of the audit shall be borne by the Trust Funds. In other instances where the audit discloses the individual employer has failed to correctly report and pay contributions in accordance with this Agreement and the Trust Agreements for reasons other than clerical error or omission, the individual employer shall be liable for an hourly charge for the audit, the unpaid fringe benefits, liquidated damages, the Trust Funds reasonable attorney fees and any other costs of collection.

E - Except where limited by statute, the parties agree that any suit which seeks to enforce the provisions of the Trust Agreements shall be brought in the County of Los Angeles, State of California.

**SECTION 23. Injured Workmen**

A - When a workman is injured to the extent of being unable to work for the balance of the day, he will be paid for the full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

B - Workmen injured on the job who are still employed and who are advised by the attending physician to make further visits during working hours shall make such visits with no loss of wages for time spent in making such visits.

C - Prompt medical attention shall be provided by the individual employer in the event of an on-the-job injury. On the day a serious disabling injury occurs, a Job Steward may accompany the injured worker to a medical facility without any loss of pay for his regularly scheduled shift.

## SECTION 24. Basic Provisions

A - **Welder's Certification** - Any individual employer requiring Welders to have certification papers other than City certification, shall be responsible for all expenses of taking such test when that test is taken at the request of the individual employer. The individual employer shall furnish the welder with a copy of the certification papers if he remains on the job to its completion or for thirty (30) days, whichever comes first.

B - **Tools** - Workmen shall furnish for their own use all necessary hand tools to enable them to effectively install all work. Tools broken on the job such as drills, taps, hacksaw blades, etc., shall be replaced by the individual employer. Employees shall exercise reasonable judgment in the care and protection of employer's tools.

All necessary workmen's tools and clothing stored in an individual employer's shed or tool box stolen or destroyed by fire, flood, or other means, will be replaced at the individual employer's expense upon notification and presentation of a statement of loss to the individual employer or his representative. Prior to starting work, the individual employer may require the workman to supply a list of his tools to be protected by this Subsection.

C - **Coverage** - All work performed in the individual employer's warehouses, shops, or yards, which have been particularly provided or set up on the project job site to handle work in connection with the job or project covered by the terms of this Agreement, shall be subject to the terms and conditions of this Agreement.

D - **Drinking Water** - The individual employer shall furnish fresh drinking water daily (with ice when needed) and paper cups at all times. Water will be located in close proximity to working area and be easily accessible.

E - **Clothes Replacement** - Workmen required to work in any area where they are exposed to acids, caustics or any similar substances, which would cause damage to their clothing, shoes, gloves or tools, shall be provided protective clothing and equipment by the individual employer. Change time shall be done on the individual employer's time. If their clothing, gloves, shoes or tools are damaged, such items will be replaced by the individual employer.

F - **Clothes Room** - Each job of sufficient size and length to justify same shall be provided with a clean shed or room for the employees to change their clothes and keep their tools. When necessary, lights and heaters will be provided.

G - **Piecework** - Workmen will not contract, subcontract, work piecework or work for less than the scale of wages established by this Agreement. No individual employer shall offer and/or pay, and the workman will not accept, a bonus based on specific performance on any individual job.

H - **Furnishing Equipment** - Workmen covered by this Agreement shall not be required as a condition of employment to furnish, lease or loan, trucks or equipment, including welding machines, burning torches, etc.



**I - Work Limitation** - There shall be no limitation placed on the amount of work to be performed by any workman during working hours.

**J - Iron Workers Required on Structural Steel Erection** - No less than six (6) men and a Foreman shall be employed around any guy or stiff leg derrick and, on all mobile or power-operated rigs of any description, no less than four (4) men and a Foreman shall be employed.

This Section 24-J shall be applied in accordance with International Circular Letter No. 568 dated July 26, 1951, a copy of which will be found on pages 71 and 72.

This Subsection J may be modified by mutual agreement between the parties.

**K - Riveting Gangs** - Riveting gangs shall be composed of not less than four (4) men at all times. The individual employer may require Heaters to have their fires going ready to furnish hot rivets at the regular starting time but in such event, the Heaters shall be paid the applicable overtime rate for such time worked before the regular starting time.

When three (3) or more riveting gangs are employed on any job, a Foreman shall be employed who shall not be required to work in any riveting gang except where emergencies arise which will require the Foreman to fill in temporarily in the gang.

This Subsection K may be modified by mutual agreement between the parties.

**L - Iron Workers Required on Precast Concrete Erection** - No less than two (2) men and a Foreman shall be employed on all mobile or power-operated rigs of any description when erecting precast concrete wall panels, beams, girders, columns, tiltup slabs and other precast concrete members.

This Subsection L may be modified by mutual agreement between the parties.

**M - Physical Examinations** - Employees shall not be prevented from securing employment as a result of physical examinations, except in cases of physical examinations required by City, State, Federal Government or Civil Service Rules. There an individual employer requires a physical examination of a workman as a condition of employment, the individual employer will pay for the cost of the examination and will pay the workman at his straight time hourly rate for time spent taking such examination.

**N - 1 - Compensation Insurance** - The individual employer must at all times provide Workers' Compensation Insurance and proof of same must be furnished to the Union when requested.

**N - 2 - Ironworkers Negotiated Workers' Compensation Program** - The Ironworkers Negotiated Workers' Compensation Program created by the Addendum to the Master Collective Bargaining Agreement, dated February 6, 2003 and as thereafter may be amended, is continued in existence. The Ironworkers Negotiated Workers' Compensation Program Trust created by the Agreement and Declaration of Trust dated January 15, 2003 is continued in existence. **Effective July 1, 2011, a**

contribution of three and one half cents (\$.035) per hour for each hour paid for and/or worked will be made to the Ironworkers Negotiated Workers' Compensation Program.

O - **Senior Employees** - It is agreed by the parties hereto there shall be no discrimination as to job opportunities due to the age of the workmen.

P - **Man Lifts** - Construction elevators for hoisting men shall be provided, operated and maintained on or in buildings or structures forty-eight (48) feet or more down and/or sixty (60) feet or more in height in compliance with the Construction Safety Orders of the State of California or same Orders for the State of Nevada as applicable.

On buildings or structures where elevators or man-lifts are provided, the elevator where reasonable and practical must be operative not less than three (3) floors beneath the derrick floor or main work areas at all times and be equipped with suitable communication or call system in the event of an emergency.

Q - **Iron Workers Required on Window Wall or Curtain Wall Erection** -All installation of window wall or curtain wall shall be performed by workmen covered by this Agreement. The provisions of the Subcontractor clause will be fully applicable to this Subsection.

R - **Substance Abuse and Recovery Program** - The IMPACT Drug And Alcohol testing program will be utilized. The program will be mandatory for all employers. Employer to pay fixed stipend of \$35.00 for any of its employees who take and pass a random or annual test on their own time. Employer to pay employee actual time for employer or IMPACT initiated job site random test. Any employee not listed in the IMPACT Drug and Alcohol database shall not be eligible for employment. Employees that are dispatched who are not eligible for employment shall not be paid Show-Up Expense.

A standing committee consisting of equal number of Labor and Management members shall be established to review and consider changes to the National IMPACT Drug and Alcohol policy.

The parties recognize the problems that substance abuse can create. Accordingly, the parties have established a substance abuse program to deal with problems from both a safety and productivity point of view as well as recognizing the individual rights and well being of each employee. Any program implemented must be in compliance with all applicable Federal and State laws.

Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

All apprentices entering the industry shall be subject to the provisions of the IIMPACT Drug Testing Program.

No other Drug and Alcohol Policy shall be used except where required by Federal, State, Government Agency, Client requirements or as part of an ongoing rehabilitation program.

**S - Waiver of San Francisco Paid Sick Leave Ordinance** - To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this agreement.

## SECTION 25. Safety Provisions

A - **Planking Floors** - Working floors must be covered tightly and safely over entire floor except for minimum openings left for ladders. No more than two (2) floors, or a maximum of thirty (30) feet beneath each scaffold shall remain open or uncovered.

On buildings, bridges or other structures erected or dismantled with mobile cranes or by other methods, planking, decking or nets will be provided in accordance with the Construction Safety Orders of the State of California and similar codes in the State of Nevada where applicable.

B - **Stiffening and Supporting Working Load Points** - When iron is landed on the floor or any point of a structure under construction, all connections shall be fitted up fully and tightened and substantial supports provided to sustain safely such added weight. No column shall be left standing in an unsafe manner.

C - **Riding the Load or Load Falls** - No workman shall be permitted to ride the load or load fall except in case of inspection, erection and dismantling of derricks.

D - 1 - **Slings** - Steel cable will be used instead of chains or hemp slings. Softeners will be used where necessary.

2 - Steel clamps shall not be used for structural steel erection except where such clamps are designed in accordance with O.S.H.A. regulations. Steel clamps and shake out hooks may be used for loading, unloading, shake out and yarding operations.

E - **Communication System** - Whenever derricks are used for hoisting structural steel or other materials, two-way radio, telephone or other approved signals shall be used unless manual signals are most appropriate.

F - **Protection of Signal Devices** - Proper practical safe housing, casing or tube shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, directing work or operation of any and various devices in connection with work being done by Iron Workers.

G - **Elevator Shaft Protection** - No workman will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above workmen working shall be planked safely in all elevator shafts.

H - **Isolated Areas** - No Iron Worker will be required or permitted to work in an isolated hazardous area by himself where he may be cut off from immediate assistance in the event of an emergency.

I - **Welding and Burning** - All Welders using automatic or semiautomatic equipment and/or Welders welding continuously, will be provided with filtered air, vacuum pickup system or any other suitable device when welding fumes, smoke and inadequate ventilation cause a health hazard. Safety equipment consisting of a welding hood, protective leathers and gloves will be issued for the Welder's use and shall be returned to the individual employer upon termination of the employee. No Welder will be required to weld continuously below floor level when a scaffold is not provided.

J - **Floats** - All floats shall be not less than 3' x 6' x 3/4" in size, when possible and practical, and supporting ropes shall be 1" manila rope or the equivalent. The Personal Fall Arrest System must be worn at all times when working on floats.

K - **Overhead Cranes** - When Iron Workers are performing work in or about overhead crane rails and the cranes are actively in operation, one or more Iron Workers shall be provided in a suitable location to serve as safety men for the protection of the workmen.

L - **Tripping Hazard** - All structural members having projections such as studs, etc., will be covered with planking or other suitable covering prior to erection to prevent the possibility of a tripping hazard. Structural steel members which do not have any projection above the flat surface of said members, such as studs, shear connectors, etc., will be excepted.

M - **Safety Equipment** - Iron Workers shall wear hard hats at all times and Personal Fall Arrest Systems when required. Such safety equipment shall be supplied by the individual employer to be returned when the employee is terminated.

N - 1 - **Bar Joists** - Before bar joists can be set in bundles or singly on the supporting beams, the bar joist must be secured by bolting or welding to the supporting beams at each span center when possible or practical to ensure safety for further placement of joists. The remaining joists must be secured to the supporting beams as they are spread.

2 - **Decking** - Metal decking where used in lieu of wood planking shall be of equivalent strength and shall be laid tightly and secured to prevent movement in accordance with Article 20, Section 7258 of the Cal-O.S.H.A.

O - **Construction Over Water** - When structural steel is being erected for new bridges, or, repair work of a hazardous nature on an existing bridge is being constructed over water, a power boat equipped with life saving equipment will be manned by an Iron Worker while such work is being performed consistent with the intent of Article 13 of the Cal-O.S.H.A.

P - **High Voltage** - When workmen are employed around high voltage on crane hot rails, the power shall be disconnected a safe distance from the nearest workman. Safety warning devices, such as lights, bells, horns or other type warning signals, are to be used. Crane stops are to be secured to crane rails while work is being performed.

Q - **Sky Climber** - Iron Workers working from a sky climber type scaffold shall perform such work in accordance with the California O.S.H.A. or State of Nevada safety orders.

R - **Safety Orders** - The individual employer and the individual employee agree to comply with all applicable safety and health laws, rules and regulations in connection with the Occupational Safety and Health Act (O.S.H.A.) and applicable laws enacted by the States of California and Nevada.

In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the sole responsibility of the Employer to insure the safety and health of its employees. Nothing in this Agreement will make the Union liable to any employees or to any other persons in the event that injury or accident occurs.

The safety and health standards and rule contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. It shall be the sole responsibility of the Employer to insure compliance with safety and health standards and rules.

S - **Ladders** - On multi-story erection, a ladder or other suitable means of access to a semitrailer truck, as determined by the employer, shall be provided.

T - The individual employer shall be solely responsible for the implementation of and responsibility for safety provisions, laws, rules and regulations at the job site.

**SECTION 26. Business Agent on Job**

The Business Agent of the Union shall be permitted on all jobs but will in no way interfere with the men during working hours unless permission is granted by the individual employer.

On projects under military guard, the individual employer will cooperate as far as regulations will permit.

## SECTION 27. Job Steward

A steward shall be a working journeyman Iron Worker, appointed by the Business Agent, who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his union duties as can not be performed at other times. The Union agrees such duties shall be performed as expeditiously as possible and the Employers agree that stewards shall be allowed a reasonable amount of time for the performance of such duties. Such duties shall consist of enforcement of the provisions of this Agreement. The steward shall promptly take care of the personal needs (non-medical) of a workman injured on the job without any loss of time and/or pay during his regular scheduled shift on the day the injury occurs. In no event will the work of an individual employer be delayed or interrupted because of the lack of a steward on the job under these circumstances. The Business Agent shall notify the individual employer in writing of the appointment of such steward. The job steward will be notified prior to the time employees are to be laid off. In no event shall an individual employer discriminate against a steward, or lay him off, or discharge him on account of any action taken by him in the proper performance of his union duties. Further, when Iron Workers are laid off, the job steward will be the last man laid off and will be included in all overtime worked, providing he is capable of performing the work in question. On all overtime work and work on Saturdays, Sundays and holidays, the individual employer or his representative shall advise the job steward in advance of such work.



## **SECTION 28. Grievance Procedure**

Boards of Adjustment shall be created for the settlement of disputes, except jurisdictional disputes, which shall be composed of two (2) representatives selected by the Union and two (2) representatives selected by the Employers. Members of a Board of Adjustment shall be affiliated neither with the Local Union or the individual employer involved in the specific grievance hearing. One of the two representatives selected by the Union shall be the President of the District Council of Iron Workers or his designated representative and the representatives of the individual signatory employers shall be selected by the Employers Association involved. It is agreed all individual employers covered by this Agreement will be represented by one of the Associations and such individual employers shall reimburse the Association selected, actual costs incurred in preparation for such representation. Said Board shall organize within three (3) working days or as soon as practical and shall elect a Chairman and a Secretary and shall adopt rules of procedure which shall bind the contracting parties. Said Board shall have the power to adjust any differences that may arise regarding the meaning and enforcement of this Agreement. Within fifteen (15) days of the time any dispute is referred to it by either party, said Board shall meet to consider such dispute. If the Board cannot agree on any matter referred to it, the members thereof within three (3) days shall choose a fifth member who shall have no business or financial connection with either party. The decisions of said Boards shall be determined by a majority of their members and, pending such decisions, work shall be continued in accordance with the provisions of this Agreement. Any and all expenses incurred by Boards of Adjustment created under this Section 28, including but not limited to the expense of employing a fifth member, shall be borne by the California Field Iron Workers Administrative Trust. No proceeding hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless called to the attention of the individual employer or the Local Union involved in writing within fifteen (15) days after the alleged violation is committed. Copies of decisions of the Boards shall be mailed to the individual employer involved in this dispute, the appropriate Association, the California Ironworker Employers Council and the Union.

It is agreed expressly the provisions of Sections 28 and 29 of this Agreement shall not be applicable with respect to the refusal by an individual employer to comply with the provisions of Sections 10-F, 11, 12A, 13, 14A, 14B, 14C, 15 and 16 of this Agreement.

**SECTION 29. Strikes and Lockouts**

A - It is agreed mutually there shall be no strikes authorized by the Union and no lockouts authorized by the Employers, or individual employer, except for the refusal of either party to submit to arbitration, in accordance with Section 28, or failure on the part of either party to carry out the award of the Joint Adjustment Board.

B - Every facility of each of the parties hereto is hereby pledged to overcome immediately any such situation; provided, however, it shall not be a violation of any provision of this Agreement for any person covered by this Agreement to refuse to cross or work behind any picket line established by an International Union affiliated with the Building and Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized or sanctioned by the local Building and Construction Trades Council having jurisdiction over the area in which the job is located after the individual employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the individual employer involved to his last known address.

**SECTION 30. Jurisdictional Disputes**

A - The individual employer or his representative agrees to make work assignments consistent with decisions of record, agreements of record and, in the absence of such decisions or agreements of record, based on established trade and area practice.

B - In the event of jurisdictional disputes between Local Unions of the Iron Workers as to the jurisdiction of the work performed by the Contractors and/or Subcontractors and the Unions signatory to this Agreement, this dispute shall be referred to and settled by the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers. Pending the settlement of any such dispute, the original work assignment made by the individual employer shall remain in effect and the work in question shall proceed without interruption.

C - In the event of any dispute as to jurisdiction of work covered by the terms of this Agreement being claimed by other unions than those affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, this dispute shall be referred to the International Unions involved for determination by whatever procedures they may adopt and the work shall proceed as assigned by the individual employer until such determination by the International Unions has been made. A decision rendered by said International Unions in any given jurisdictional determination shall be implemented immediately by the individual employer involved.

D - The parties hereto agree there shall be no slow down or stoppage of work and each agrees the decision of the authorities as set forth in this Section 30 shall be final and binding upon them.

**SECTION 31. Scope of Agreement**

This Agreement contains all the provisions agreed upon by the Employers and Union. Neither the Employers nor the Union will be bound by rules, regulations or agreements not herein contained except interpretations or decisions of the Joint Adjustment Board pursuant to Section 28.

**SECTION 32. Savings Clause**

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect, unless the parts so held invalid are wholly inseparable from the remaining portions of this Agreement. The parties agree if and when any provisions of this Agreement are so rendered or declared invalid they will then promptly enter into 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 33. Geographic and Market Conditions

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

To that end a Committee consisting of three (3) members appointed by the Employers and three (3) members appointed by the District Council of Iron Workers, one of which will be a representative appointed by the Business Manager from the affected Local Union. The Committee will meet not less than quarterly at a mutually agreed on time and place to review requests from the Union and/or individual employer for relief or other modifications to the Agreement in order to respond to those markets which are shown to be lost or substantially lost to the non-union segment of the Industry.

Any modifications made to the Agreement by the Committee shall be reviewed biannually to determine the effectiveness of the changes. The individual employer and effected Local Union shall be responsible to provide market data in order to determine whether such modifications have been effective.

SECTION 34. Duration and Termination

This Agreement and any amendments thereto made as provided for herein shall remain in full force and effect until midnight June 30, 2014 and, unless written notice be given by either party to the other at least one hundred twenty (120) days but not more than one hundred fifty (150) days prior to such date of a desire to change, modify, amend, supplement, renew, extend or terminate this Agreement, it shall continue in full force and effect an additional year thereafter and shall remain in effect from year to year thereafter unless notice is given in writing by either party to the other at least one hundred twenty (120) days but not more than one hundred fifty (150) days prior to the expiration of such contract year.

Any notice prior to June 30, 2014 or any subsequent anniversary year as provided for in this Section, given by either party to the other, expressing a desire to change, modify, amend, supplement, renew or extend the provisions of this Agreement, shall not have the effect of terminating this Agreement at that time. In the event no agreement is reached by June 30, 2014 or June 30<sup>th</sup> of any subsequent year, either party may give written notice of intention to terminate the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date and year first above written, in the City of Hercules, State of California.

FOR THE UNION:

District Council of Iron  
Workers of the State of  
California and Vicinity

By: Joe Standley

LOCAL UNION 118

By: Paul Shaw

FOR THE EMPLOYERS:

The Western Steel Council, Inc.

By: Michael Livingston

The Steel Fabricators Association  
of Southern California, Inc.

By: Angela Hill

FOR THE UNION  
(continued)

LOCAL UNION 155

By: W. J. [Signature]

LOCAL UNION 229

By: [Signature]

LOCAL UNION 377

By: [Signature]

LOCAL UNION 378

By: [Signature]

LOCAL UNION 416

By: WATT KEESLE

LOCAL UNION 433

By: [Signature]

FOR THE EMPLOYERS  
(continued)

The Associated General Contractors  
of California, Inc.

By: [Signature]

San Diego Chapter, Inc., Associated  
General Contractors of America

By: [Signature]

Nevada Chapter of the Associated  
General Contractors of America, Inc.

By: John D. Madole Jr.

Building Industry Association of  
Southern California, Inc.  
(formerly Building Industry  
Association of California, Inc.)

By: [Signature]

Industrial Contractors, UMIC, Inc.

By: [Signature]



FOR THE EMPLOYERS:  
(continued)

Association of Construction Employers

By: Michael Walton

Associated General Contractors  
Las Vegas Chapter

By: [Signature]

Southern California Contractors  
Association, Inc.

By: Mike Kelly

United General Contractors, Inc.

By: [Signature]

Engineering & Utility Contractors  
Association

By: [Signature]

CIRCULAR LETTER NO. 568

TO ALL AFFILIATED OUTSIDE ERECTION LOCAL UNIONS:

GREETINGS:

Due to the many inquiries received from our affiliated outside erection local unions relative to clarification of Paragraph A, Section 15, Article XVIII-A, which is captioned "General Working Rules of the International Association of Bridge, Structural and Ornamental Iron Workers", it has been decided that this letter of clarification be directed to all outside erection local unions in order to eliminate any future misunderstandings.

Paragraph A of Section 15, Article XVIII-A, states as follows:

"No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick used on steel erection and, on all mobile or power operated rigs of any description no less than four (4) men and a foreman shall be employed."

The clarification requested deals with the portion of the above quoted section which states as follows:

"On all mobile or power operated rigs of any description no less than four (4) men and a foreman shall be employed."

The above quoted section provides for the number of men to be used on a guy or stiff leg derrick and on all mobile or power operated rigs when such equipment is used on steel erection. On all other work operations coming under the jurisdiction of this International Association where members of this Association are employed a sufficient number of men will be employed in order that the work involved can be performed in a safe and expeditious manner. This means that an employer will not be required to use four (4) men and a foreman on work operations not requiring this number of men. It also means that on rigging or unloading operations where more than four men and a foreman are required, such additional members will be employed.

It is of the utmost importance that the officers and members of this International Association exercise good judgment in determining the proper number of members to be used on certain work operations where mobile or power operated rigs are used. The safety of the members employed must be considered as well as the possible overmanning of a specific work operation which, in many instances, has resulted in such work operations being assigned to other crafts and subsequently resulted in jurisdictional disputes.

This letter should be read to the membership of your local union at the next regular meeting and all job stewards must be acquainted with the subject matter contained herein.

Fraternally yours,

J. H. Lyons  
General President

J. R. Downs  
General Secretary







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## **LABORERS' MASTER LABOR AGREEMENT**

**2010 - 2012**

THIS AGREEMENT, made and entered into this 1st day of July 2010, and effective the 1st day of July, 2010 through June 30, 2012, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., herein after referred to as COLLECTIVE BARGAINING REPRESENTATIVE OF 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; March 5, 1986; November 21, 1988; May 17, 1992; June 14, 1996; May 5, 1999; October 22, 2001 and April 21, 2006 by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA.

WITNESSETH:

### **Section 1 General Provisions**

#### **A. Definitions**

- (1)(a) The term "Employer" shall refer to the Associated General Contractors of California, Inc.
- (b) The term "Individual Employer" shall mean (1) an employer who has authorized the Association (Employer) to represent said Individual Employer with respect to collective bargaining with the Union; or (2) is bound to the terms and conditions of this Agreement under the subcontracting requirements of this Agreement; or (3) directly signs this Agreement with the Union as an Independent or Non-Association Member. The Employer agrees to provide the Union with a current list of Individual Employers it has authority to represent.
- (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,

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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) The "method of delivery of notices", required by this Agreement shall be satisfied by one of the following means of delivery: email, fax, certified mail, regular mail or telegram.

**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.

- (2) Subject to the preceding paragraph and subject also to the provisions of Section 14 of this Agreement, it is agreed that Laborers' work shall include but not be limited to: All Laborers' work necessary to tend the carpenters and other building trades craftsmen, stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance, repair), all cleanup of debris, grounds and buildings, steam cleaning and all General Laborers' work. In accordance with Green Book Decision dated August 2, 1920 December 11, 1924, the loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction shall be done by Laborers under the supervision of such person as the Employer may designate. The hoisting of rods shall be done by Laborers, except when a derrick or outrigger operated by other than hand power is used.

All Laborers' work in connection with excavation for building and all other construction, including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps. (This does not restrict the Laborers from performing other work.)

All Laborers' work in connection with concrete work, including chipping and grinding, sandblasting, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzle men (including gunmen and potmen), vibrating, guniting and otherwise applying concrete, whether done by hand or any other process, and wrecking, stripping, dismantling and handling concrete forms and false work, including tending of plasterers and brick and block layers.

All Laborers' work in the excavation, grading, preparation concreting, asphalt and mastic paving, paving, ramming, curbing, flagging and laying of other stone materials, and surfacing of streets, ways, courts, underpasses, overpasses and bridges.

All work in connection with the operation of spreader boxes, such as True Lay, Rola Pavers and Laytons or similar type models, including but not limited to all shoveling and shifting material and cleaning of boxes, shall be the work of the Laborers. All Laborers' work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and



conveying of all materials for same; concreting of same; and the backfilling, grading and resurfacing of same.

All Laborers' work in connection with the construction of caissons, cofferdams, subways (except as covered by Master Tunnel Agreement), aqueducts, water lines, culverts, flood controls, airports, drains and sewers, and any type of conduit, no joint pipe, including the cribbing, lagging, bracing, sheeting, checking grade for pipelaying, trench jacking and handling of lagging hammers on all open trenches and ditches. All Laborers' work in connection with shoring, underpinning including cutting, fitting, placing and raising of all structures.

All Laborers' work in connection with drilling, all work of loading, placing and blasting of all powder and explosives of whatever type regardless of the method used for such loading and placing.

All signaling and rigging in connection with Laborers' work.

All Laborers' work in connection with the wrecking of buildings and other structures.

All Laborers' work in connection with the slinging, handling and placing of all rip rap, rock and stone on highways, jetties, retaining walls or wherever used.

All wrecking work on construction and/or razing sites: all Laborers' work on pre casting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

All work in connection with the operation of such equipment that is necessary and incidental to carry out the work of the Laborer.

All Laborers' work in connection with Trenchless Technology, including pipe installation, bursting, relining or similar trenchless laborer work.

All Laborers' work in connection with Dry Utilities and laying of conduit, including electrical, cable, fiber optic, and telecommunication conduit layer, joint utility trench laborer including gas.

All Laborers' work in connection with Remediation/Land Restoration, including wetlands restoration, mitigation, or re-vegetation of lands, (ornamental landscape is not included in this classification).

All Laborers' work in connection with Erosion and Sediment Control, including soil stabilization and soil, vegetation, and watershed pollution control.

All Laborers' work in connection with installing the systems designed to support the solar modules/panels including anchoring support systems (deck mounting); Foundation post hole digging (ground mounted support systems); Pouring of concrete for support system posts; Moving, loading, and unloading of material used in solar photovoltaic installations to the point of installation roof or other locations as required, installation of Photo Voltaic Modules in support systems, attaching Modules to Rails (support systems), trenching on ground level systems, conduit placement, Final Cleaning on Panel Surfaces, general cleanup of surplus packaging/installation materials, coring or sawing of concrete in conjunction with

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solar systems, welding of Solar Array structures, traffic control and flagman involved with delivery and unloading operations, and living roof installation.

- (3) All classifications listed in Supplement No. 1 of this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work just as though incorporated in full in this Section.
- (4) Should an Individual Employer signatory to this Agreement subcontract the masonry or plastering portion of a project, said contract shall specify that the work to be performed shall be done under the terms and conditions of the current Masonry and/or Plaster Tender Agreement that has been negotiated by the Northern California District Council of Laborers or its affiliates, which is in effect in the territory in which the work is performed. However, Masonry work which is incidental to the work of the Individual Employer may be performed under the terms and conditions of this Agreement.
- (5) Any Individual Employer not signatory to both the Tunnel and Laborers' Master Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Master Tunnel 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.
- (6) Should an Individual Employer signatory to this Agreement subcontract the traffic control or highway improvement portion of the project, such work shall be done under the terms and conditions of the current Laborers' Master Traffic Control/Highway Improvement Agreement that has been negotiated by the Associated General Contractors of California, Inc. and the Northern California District Council of Laborers, which is in effect in territory in which the work is performed.

## **Section 2 Bargaining Representatives**

### **A. Union's Recognition of Collective Bargaining Representative of Employer.**

The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of Employer includes in its membership a majority of the Individual Employers in the highway, general building and heavy construction industry, and said Individual Employers are performing the greater percentage of work therein. By reason of such facts the Union hereby recognizes that the Collective Bargaining Representative of the Employer, as herein-above referred to, is the collective bargaining representative for all Individual Employers who authorize the Employer to represent them with respect to Collective Bargaining with the Northern California District Council of Laborers. A list of said Individual Employers shall be furnished to the Union at the commencement of negotiations and the Employer shall furnish the Union with a complete monthly report of any additions and deletions to the list of Individual Employers represented by the Employer.

In the event the Union (District Council) enters into any other agreement with other employers or employer associations concerning the type of work covered hereby in the area which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement only in the geographical area where such other agreement is in effect.

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

The Employer and the Individual Employers covered hereby recognize and acknowledge 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**

Union Representative shall have access to the project during working hours for the purpose of checking 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 an 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 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 Collective Bargaining Representative of the Employer and the Union will promptly enter into negotiations with regard to such subject.

- (2) The Individual 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 such Individual Employer and a reasonable time (not to exceed forty-eight (48) hours) has been allowed for compliance therewith.

**B. Employment**

- (1) The Union or Local Union shall maintain open and non-discriminatory hiring halls for the use of workmen desiring employment on work covered by this Agreement and such workmen 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. Each such person shall be listed numerically in the order in which he/she registers.

In the territorial jurisdiction of the following Locals only 73 Stockton, 139 Santa Rosa, 185 Sacramento, 270 San Jose, 291 San Rafael (Napa/Lake Counties only), 294 Fresno, 297 Salinas, 324 Solano and 1130 Modesto, a person may register by phone if his residence is more than ten (10) miles from the nearest hiring hall maintained by said Local.

Distance for interpreting this subsection shall be determined by using the nearest Class "A" road or highway.

- (3) No person shall be entitled to have his 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) The Individual Employer shall contact the appropriate hiring hall of the Local Union having work and area jurisdiction for all Laborers as he/she or it may from time to time need, and the Local Union shall furnish to the Individual Employer the required number of qualified and competent Laborers of the classifications needed by the Individual Employer in accordance with the provisions of this subsection 3B, if such Laborers are available.
- (5) When requesting Laborers, the Individual 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 the Individual 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 the Individual Employer such qualified and competent Laborers of the classifications needed from among those entered on said lists to the Individual 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: First,

- (a) Notwithstanding any other provision of this Agreement, the Individual 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 such Individual 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), the Individual 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 the Individual 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 the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual 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 Individual Employer shall notify the appropriate Local Union of a job or project of more than five (5) day's duration.
  - (3) In cases where an Individual 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 Individual Employer, upon notification by the Union, shall within one (1) 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 Individual 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 the Individual 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 phone if they live at a location specified in subsection (2) of this subsection 3B during dispatching hours, unless excused for the following reasons:

(a) When a death or imminent death occurs in the immediate family, 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 or imminent death from hospital or family doctor.

(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, providing they show bona fide proof of such service.

(d) Attendance at Workers' Compensation Hearing or any administrative or court appearance.

(e) Hospitalization or medical treatment of a family member of the immediate family, requiring the attendance or involving the family responsibilities of the member, for up to one week.

(f) Confinement of a spouse because of pregnancy and the anticipated imminent delivery of a child, for up to one week.

(g) Training sponsored by the District Council.

(8) When ordering workers, the Individual 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 (17½) 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, the Individual Employer may procure workers from any other source or sources. If workers are so

employed, the Individual 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 the Individual Employer's designated location.

- (9) Dispatching hours shall be as specified in subsection (1) of this subsection 3B or as specified in the notice or notices submitted pursuant to subsection (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 Individual 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 the Individual 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 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 the Individual Employer or who fails to complete two (2) full days of work shall retain his/her position on said list; provided, no person who is rejected by the Individual Employer shall be re-referred to such Individual 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 as 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 Section 3B(6)(e) being given to the appropriate Local Union of the Union, an Individual Employer shall have complete freedom to employ the first key Laborer.

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- (14) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual 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 an Individual Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, the Individual 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 Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and each Individual 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 Gerald R. McKay and notices required by this Section shall be mailed or delivered to P.O. Box 406, Burlingame, CA 94011-0406. 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 or Individual Employer is.

**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.

The Individual Employer shall be the sole judge of the qualifications of all of their employees, and may on such grounds, discharge any of them. 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 the Individual Employer who discharged him/her for more than 1500 hours in the two (2) years preceding the date of discharge.

- D. The Individual 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 an Individual Employer's payroll to another Individual Employer's payroll except in accordance with subsection 3B, except any transfer to and/or from a joint venture of which the Individual Employer is a partner.

#### **Section 4 Show-Up Time**

- A. The Individual Employer is not obligated to pay show-up time to any applicant/employee who fails to comply with the company code of safe practices.
- B. When any employee reports for work and there is no work provided by the Individual Employer, he/she shall be paid two (2) hours show-up time at the applicable rate plus zone pay 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 the Individual 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 the Individual 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 the Individual Employer so informed, the Individual 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**

There shall be a regularly established meal period. The meal period shall be one-half (½) hour and shall be scheduled to begin not more than one-half (½) 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.

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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 eat 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 (½) hour.

Any employee required to work more than two (2) hours overtime at the end of a shift shall be permitted a one-half (½) 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.)

### **Section 7      Records**

- A. Each Individual 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. Each Individual 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.

### **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 any Individual Employer to comply with the provisions of the hiring clause, Section 3A or B hereof, or as permitted under Section 28B and C hereof or whenever an Individual Employer pays Laborers improperly with checks which do not clear for collection. As to any Individual Employer who 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 such Individual 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 any Individual 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 such Individual 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 3B, or a dispute arising out of subsection 13C(4), or a

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dispute of Section 28 (Health & Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, Training-Retraining/Apprenticeship 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 the Individual 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 violations(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 the Individual Employer or his/her representative within three (3) days after submission to the Individual 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 Association 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 attorney shall be utilized unless either party notifies the other of its intent to do so with a minimum of fourteen (14) calendar days 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 the 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.

8. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual 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 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 the Individual 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 or Individual 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 any Individual Employer, or a subcontractor of the Employer, or any Individual 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 the Individual Employer and subcontractor and the Individual Employer shall pay such obligations from the retention of such subcontractor.

18. The procedures specified herein shall be applicable to any Individual Employer whether or not he or she is a member of Employer or any other associations.
19. In those instances where the Individual Employer is not a member of the Employer, the Joint Adjustment Board shall establish procedures whereby the Employer members of the Joint Adjustment Board may consist of one Individual Employer who is not a member of the Employer.

### **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. Effective September 1, 2006, each signatory employer shall contribute the sum of eight cents (\$.08) per hour worked or paid for to the Contract Administration Trust Fund. 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. Such increase or increases are to be effective on such dates as determined by the Trustees. The contributions into the Contract Administration Trust Fund shall not exceed ten cents (\$.10) 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 contributions as described above shall commence with the work month following notice by the Laborers' Northern California Trust Fund Corporation to the Individual Employers. 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 eleven cents (\$.11) per hour for each hour paid for or worked by workers in work covered by this Agreement to the Industry Stabilization Fund. Of the eleven cents (\$.11) per hour, five cents (\$.05) per hour is earmarked for California Alliance for Jobs, five cents (\$.05) per hour is earmarked for Foundation for Fair Contracting (FFC), 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 projects relative to Employer compliance with State, Federal or other public agency 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 Individual Employer's regular pay day unless specific arrangements to the contrary are made in writing between the Individual 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 the Individual 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

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Welfare, Pension/Annuity, Vacation Holiday Dues Supplement and Training-Retraining/Apprenticeship Plans.

### **Section 11 Subcontractors**

The terms and conditions of this Agreement insofar as it affects Employer and the Individual Employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual 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 an Individual Employer covered hereby. Subject to the provisions of this Section and any other Section of this Agreement applicable to subcontractors, if an Individual 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 any Individual Employer, or a subcontractor of the Employer, or any Individual 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. The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Individual Employer elect to subcontract, the Individual Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the Individual 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 Individual 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 Individual 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 the Individual Employer and to the subcontractor specifying the nature and amount of such delinquency.

If such notice is given, the Individual 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 said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such contractor.

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

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The Individual 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 subcontractors' clause, including its enforcement, may be enforced by or subject to strike action.

## **Section 12    Conflicting Contracts**

Any oral or written agreement between Employer or any Individual 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, or an Individual Employer, and any individual employee performing work covered by this Agreement. Any practice of the Employer or Individual 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 the Employer and the Individual 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:

- (1) In the sole discretion of the Employer and the Individual 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 and the Individual Employer, such tests of the employee's bodily fluids as the Employer and the Individual 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.
  
- (2) Implementation of rules regarding the discipline and/or discharge of any employees that the Employer and the Individual Employer determines, as a result of the tests described in subparagraph (1), are reasonably likely to become voluntarily impaired

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or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.

- (3) An Individual 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 an Individual Employer initiates such testing, all employees shall be subjected to such testing. The Individual Employer may establish two random testing pools, one for DOT regulated employees and one for all others. An Individual 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. The Individual Employer shall give thirty (30) days notice to the Union and employees prior to implementing a random drug testing program.
- (4) 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**

The Individual Employer shall furnish the necessary goggles, hard hats or other protective clothing. Laborers working in rain, snow or sleet shall be furnished with waterproof clothing. Laborers working in gunite or handling concrete and/or cement shall be furnished rubber boots and gloves. Laborers working in mud or water shall be furnished boots. Such equipment shall be furnished by the Individual 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 the Individual 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. The Individual 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 provisions shall be made for the safety of employees covered by this Agreement on each job by each Individual Employer. Each Individual 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. Each Individual 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 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 Individual 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 or any Individual Employer by reason of jurisdictional disputes between the Union and any other Union with



respect to jurisdiction over any of the work covered by this Agreement. Such disputes shall 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 the Individual 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 the Individual Employer and any of his or its subcontractors is one million dollars (\$1,000,000) or more where construction conditions or remoteness of the project warrant it. The Individual 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 16A Employer's Membership**

This Agreement is made for, and on behalf of, and shall be binding upon all persons, firms or corporations that at the time of the execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

Once an Individual 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 Individual Employer gives appropriate written notice to the Northern California District Council of Laborers prior to the termination of the Agreement.

### **Section 16B Agreement Binding Upon Parties**

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 piece work, 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 June 28, 2010, and on succeeding anniversary dates as herein provided on all work, both old and new.

- A. Zone pay 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 Individual Employer has negotiated a short work week terminates early on Friday, the Individual Employer will keep the laborer employed the balance of the work day when the Individual 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 holders 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 2010-2012 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 Classifications**

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 workers 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 the worker was originally hired for is no longer available; or the 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 work week 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 the Individual Employer on the job site and/or contract, are employed on the basis of a four-ten (4 x 10) day hour work week, 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 8:00 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 the Individual 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 at least three (3) days prior to the start of such special shift, the Individual 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 time (2x) to be paid from the start of the shift to 8:00 p.m. and the applicable straight-time rate paid from 8:00 p.m. until completion of the eight (8) hour special single shift.

Special single shifts may be used in conjunction with any other shifts. The special single shift premium shall only apply to that work that is mandated to be performed outside of the normal shift hours.

**\*NOTE: Special Single Shift rates: Area "A" \$3.00/hr., Area "B" \$2.85/hr. over classification.**

(c) **Four-ten (4 x 10) Hour Work Week:**

An Individual 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 Individual 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) shifts are employed for five (5) or more consecutive days, on the second shift eight (8) 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 at the Second Shift Premium rate. When



three (3) shifts are employed for five (5) or more consecutive days, seven and one-half (7 ½) 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 between shifts.

Two Shift Operations. The second shift differential is (\$3.00/hr – Area A and \$2.85/hr – Area B) incorporated in Supplement No. 1 of this Agreement.

Three Shift Operations. There shall be no additional hourly shift differential pay for the second or third 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 time (2x) wage rate.

4. Weekends and Holidays:

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. On two shift operations, Laborers working a complete second shift of shift work on Saturdays, Sundays and holidays shall be paid eight (8) hours of pay at the appropriate overtime rate for eight (8) hours of work. For work on Saturdays, Sundays and holidays on a three (3) shift operation Laborers working a complete second shift shall be paid eight (8) hours of pay at the appropriate overtime rate for seven and one-half (7 ½) hours of work. Laborers working a complete third shift shall be paid eight (8) hours of pay at the appropriate rate for seven (7) hours of work.

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 four-ten (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 Laborer is called out to work on Saturdays, Sundays or holidays (except on make up days), he/she shall be paid at least four (4) hours, five (5) hours on four-ten (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 four-ten (4 x 10) hour 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 Laborers called out to work on the day shift and second shift of a two (2) shift operation only. If three (3) shifts are employed, the above shall apply except that three and one-half (3 ½) 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 ½) hours but less than seven (7) hours shall be paid on a pro rata basis, except as modified by a four-ten (4 x 10) hour day 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 20A shall apply only to watchpersons, cleaning and washing windows, service landscape laborers for work in excess of eight (8) hours in any one (1) 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.

**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, the Individual Employer will provide such parking facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Individual 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, the Individual Employer shall transport the employees to and from the place where the work is being performed, and such transporting shall be one-half (½) on the Individual Employer's time and one-half (½) on the employee's time.

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**Section 21 Status of Foremen**

When the Individual 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 the Individual Employer of such assignment. The Union agrees that the Steward's duties shall be performed as expeditiously as possible and the Individual Employer agrees to allow him/her a reasonable amount of time for the performance of his/her duties. The Individual 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 his Business Representative any employee covered by this Agreement who, during his/her shift, leaves the job site without giving the Individual Employer and the Steward prior notice.

C. The Steward shall not:

- (1) Stop the Individual Employer's work for any reason or tell any workers or any employee covered by this Agreement that he/she cannot work on the job.

Infraction of either of the two rules set forth above in C(1) 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, President's 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, Jr. Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

**Section 24 Gunite, Shot Crete, Panel Crete and Similar Type Work including all placing, finishing and patching of Shot Crete or Gunite**

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for the Gunite, Shot Crete, Panel Crete and similar type work including all placing, finishing and patching of shot crete or gunite are set forth in Supplement No. 2, attached hereto and made a part hereof, as if set out in full herein covering the territory in which the Agreement is to apply.

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**Section 25    Wrecking Work; Gardening, Horticultural and Landscaping Work**

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for Wrecking Work are set forth in Supplement No. 3; for Gardening, Horticultural and Landscaping Work are set forth in Supplement No. 4. Each of the Supplements referred to herein is made a part hereof, as if set forth in full herein.

**Section 26    Liability of the Parties**

It is mutually understood and agreed that neither the Employer, any Individual 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 Individual 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, the Employer or the Individual 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 27    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 the Individual 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 any Individual Employer for refusing to cross a picket line established by a Local Union of the basic crafts.

**Section 28A    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 hereunder), each Individual 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 this Section, as follows:



EFFECTIVE DATE	6/28/10	6/27/11
Health & Welfare	\$5.74	\$ **
Retiree Health & Welfare	\$ .30	\$ **
Pension	\$6.15	\$ **
Annuity	\$ 1.01	\$ **
Vacation/Holiday/Dues Supplement	\$2.28	\$ **
**Training-Retraining/Apprenticeship/LECET	\$ .34	\$ **
Contract Administration	\$ .08	\$ **
***Industry Stabilization Fund	\$ .11	\$ **

\*\* \$1.09 to be allocated to wages and/or fringe benefits by the Union. If the Union allocates \$0.50 to Health & Welfare, effective June 28, 2010 and \$0.70 to Health & Welfare, effective June 27, 2011, then an additional \$0.20 per hour will become effective and allocated to Health & Welfare, effective June 27, 2011, if the reserve cash balance of the Health & Welfare Fund as of December 31, 2010 is less than \$110 Million (as reflected in the Trust Fund's monthly Annual Income and Expense Report that does not include investment income).

\*\* Effective 6/26/06 four cents (\$.04) per hour is earmarked for L.E.C.E.T.

\*\*\* Effective 6/26/06 five cents (\$.05) per hour is earmarked for California Alliance for Jobs, five cents (\$.05) per hour for Foundation for Fair Contracting (FFC), and one cent (\$.01) per hour for Construction Industry Force Account Council (CIFAC).

Each Individual 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, each signatory 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 Individual Employers 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, the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California by paying into all Trusts monthly on the basis of one hundred seventy (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 Individual Employer having made one (1)



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payment on an employee shall continue to make such a payment so long as the employee is in his employ.

Any Individual 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 Individual 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 28B Delinquency Withdrawals**

In the event that the Board of Trustees of a fund into which the Individual Employers are required to pay, determine that an Individual Employer is delinquent in the making of any payments required by Section 28A hereof, it shall not be a violation of this Agreement, so long as such delinquency continues, if the Union takes economic action against such Individual 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 Individual 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 Individual 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 has been so withdrawn or refused to perform any work.

### **Section 28C Security For Individual Employer Payments Into Trust Funds**

Each Individual Employer delinquent by one (1) or more months in making the payments set forth in Section 28A, 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. Each such delinquent Individual Employer shall, within five (5) days of the receipt of such notice (by 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 28A, the money shall be pro-rated among the amounts owed by such Individual 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 an Individual 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

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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 28D Supplemental Dues**

Effective June 28, 2010, for all work performed, upon authorization as required by law, the amount of eighty-two cents (\$.82) 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 28E Wage and Fringe Increase**

June 28, 2010	\$0.89
June 27, 2011	\$1.09**

\*\* To be allocated to wages and/or fringe benefits by the Union. If the Union allocates \$0.50 to Health & Welfare, effective June 28, 2010 and \$0.70 to Health & Welfare, effective June 27, 2011, then an additional \$0.20 per hour will become effective and allocated to Health & Welfare, effective June 27, 2011, if the reserve cash balance of the Health & welfare Fund as of December 31, 2010 is less than \$110 Million (as reflected in the Trust Fund's monthly Annual Income and Expense Report that does not include investment income).

In the event the Laborers Health and Welfare Trust Fund falls below a six (6) month reserve, any package increase negotiated by the collective bargaining parties, shall be reviewed at least ninety (90) days prior to the effective date of such increase, and by mutual agreement such monies as are deemed necessary to provide sufficient reserve (not less than six (6) months), shall be allocated to the Health and Welfare Trust Fund. Such monies as are determined appropriate for this allocation shall have as their intent to build a six (6) month reserve.

### **Section 29 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

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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 are therefore intended to apply no broader than that permitted by law.

### **Section 30 Change of Name or Style**

This Agreement is binding upon each Individual Employer regardless of whether he/she or it changes the name or style or address of his/her or their business. Each Individual 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 31 Warranty**

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

### **Section 32 Effective and Termination Date**

This Agreement shall be effective as of the 1st day of July 2010, and remain in effect without reopening for any purpose until the 30th day of June 2012, 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 30 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 Individual Employers.

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, 2012, 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.

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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 1st day of July, 2010.

**FOR THE EMPLOYER:**

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By

  
Thomas T. Holsman, CEO

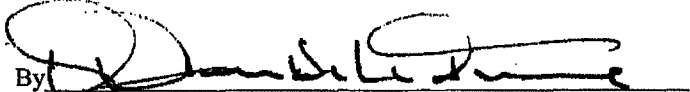
By

  
Sean O'Donoghue, Director, N.C. Industrial Relations Dept.

**FOR THE UNION:**

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF  
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

By

  
Oscar De La Torre, Business Manager

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**SUPPLEMENT NO. 1**

**LABORERS WAGE RATES**

**WAGE RATES:** In each group, two (2) different wage rates will apply for each classification.

**Wage Rate A** - will apply to the following six (6) counties:

Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

**Wage Rate B** - will apply to the following forty (40) counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Labor Foremen shall receive one (\$1.50) dollar and fifty cents per hour above any classification of this Agreement working under his direction.

A \$3.00/hour premium (shift differential) shall be added to the base rate of Wage Rate A and a \$2.85/hour premium (shift differential) shall be added to the base rate of Wage Rate B for the second shift of two (2) shift operations and for special single shifts as defined in Section 20A.

Premiums (shift differential) are not applicable to three (3) shift operations.

A \$3.00/hour premium (zone pay) shall be added to the base rate of Wage Rate B for worked performed outside the geographic area as defined in Supplement No. 6.

**CONSTRUCTION SPECIALIST – WAGE RATE**

EFFECTIVE DATE	6/28/10	6/27/11
RATE A	\$27.84	\$ **
RATE B	\$26.84	\$ **

**CLASSIFICATIONS OF CONSTRUCTION SPECIALIST**

- Asphalt Ironers and Rakers
- Chainsaw
- Laser Beam in connection with Laborers' work
- Masonry and Plasterer Tender
- Cast in place manhole form setters
- Pressure pipelayers
- Davis Trencher - 300 or similar type (and all small trenchers)
- Directional Boring Machine
- State Licensed Blaster as designated
- Diamond Drillers
- Multiple Unit Drills
- Hydraulic Drills
- Certified Welder
- New or additional classification subject to Section 14A of this Agreement



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**GROUP 1 – WAGE RATE**

EFFECTIVE DATE	6/28/10	6/27/11
RATE A	\$27.14	\$ **
RATE B	\$26.14	\$ **

**CLASSIFICATIONS OF GROUP 1**

Asphalt Spreader Boxes (all types)  
Barko, Wacker and Similar Type Tampers  
Bobcat  
Buggymobile  
Caulkers, Banders, Pipewrappers, Plastic Pipe Layers  
Certified Asbestos & Mold Removal Worker  
Certified Hazardous Waste Worker (Including Lead Abatement)  
Compactors of all types  
Concrete and Magnesite Mixer and ½ yard  
Concrete Pan Work  
Concrete Sanders, Concrete Saw  
Core Boring (Circular Saw Cutting)  
Cribbers and/or Shoring  
Cut Granite Curb Setter  
Dri Pak it Machine  
Dry Utilities and Conduit Layer – including electrical, cable, fiber optic, and telecommunication  
conduit layer, joint utility trench Laborer including gas  
Faller, Logloader and Bucker  
Form Raisers, Slip Forms  
Green Cutters  
Headerboard Men, Hubsetters, Aligners by any method  
High Pressure Blow Pipe (1 ½" or over, 100 lbs pressure/over)  
Housemover  
Hydro Seeder & Similar Type  
Jackhammer Operators  
Jacking of Pipe over 12 inches  
Jackson and Similar Type Compactors  
Kettlemen, Potmen and men applying asphalt, Lay Kold, Creosote,  
Lime, caustic and similar type materials, (applying means applying dipping or  
handling of such materials)  
Lagging, Sheeting, Whaling, Bracing, Trenchjacking, Lagging hammer  
Locator (in conjunction with directional boring machine used to locate head of drill)  
Magnesite, Epoxy Resin, Fiber Glass and Mastic Workers (wet/dry)  
No joint pipe and stripping of same, including repair of voids  
Pavement Breakers and Spaders, including tool grinder  
Perma Curbs  
Pipelayers (including grade checking in connection with pipe-laying)  
Precast manhole setters  
Pressure Pipe Tester  
Post Hole Diggers - Air, Gas and Electric Power Broom Sweepers  
Power Tampers of all types, except as shown in Group 2  
Ram Set Gun and Stud Gun  
Riprap - Stonepaver and Rock slinger, including placing of sacked concrete and/or  
sand (wet or dry) and Gabions and similar type

Rotary Scarifier or Multiple Head Concrete Chipping Scarifier  
 Roto and Ditch Witch  
 Rototiller  
 Sand Blasters, Potmen, Gunmen and Nozzlemen  
 Signaling and Rigging  
 Tank Cleaners  
 Tree Climbers  
 Trenchless Technology Laborer – Pipe installation, bursting, relining or similar  
 Trenchless Laborer's work, including camera controller and truck or trailer mounted vacuum excavators  
 Turbo Blaster  
 Vibra Screed – Bull float in connection with Laborers' work  
 Vibrators

**GROUP 1(a) – WAGE RATE**

EFFECTIVE DATE	6/28/10	6/27/11
RATE A	\$27.36	\$ **
RATE B	\$26.36	\$ **

**CLASSIFICATIONS OF GROUP 1(a)**

Joy Drill Model TWM 2A  
 Gardener Denver Model DH 143 and similar type drills.  
 (In accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, February 3, 1954.)  
 Track Drillers  
 Jack Leg Drillers  
 Wagon Drillers  
 Mechanical Drillers - All types regardless of type or method of power  
 Mechanical Pipe Layer - All types regardless of type or method of power  
 Blasters and Powderman  
 All work of loading, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing  
 High Scalers (including drilling of same)  
 Tree Topper  
 Bit Grinder

**GROUP 1(b) – WAGE RATE**

Sewer Cleaners shall receive four (\$4.00) dollars per day above Group 1 wage rates. "Sewer Cleaner" means any workman who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive five (\$5.00) dollars per day above Group 1 wage rates.

**GROUP 1(c) – WAGE RATE**

EFFECTIVE DATE	6/28/10	6/27/11
RATE A	\$27.19	\$ **
RATE B	\$26.19	\$ **





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**CLASSIFICATIONS OF GROUP 1(c)**

Burning and welding in connection with Laborers' work Synthetic thermoplastics and similar type welding.

**GROUP 1(d) – WAGE RATE**

Maintenance and Repair Trackmen and Road Beds and all employees performing work covered by this Agreement shall receive twenty-five (\$.25) cents per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

**GROUP 1(e) – WAGE RATE**

EFFECTIVE DATE	6/28/10	6/27/11
RATE A	\$27.69	\$ **
RATE B	\$26.69	\$ **

**CLASSIFICATIONS OF GROUP 1(e)**

Work on and/or in Bell Hole Footings and Shafts thereof, and work on and in Deep Footings (Deep Footing is a hole fifteen (15) feet or more in depth). In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds fifteen (15) feet, the contractor agrees to pay the deep footing wage rate to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

All work in the construction of tunnels and shafts shall be performed in accordance with the provisions of the Laborers' Tunnel Master Agreement for Northern California and the Individual Employer agrees to comply with all of the provisions of said Tunnel Agreement in such work.

Shaft is an excavation over fifteen (15) feet deep of any type, generally vertical in nature, but may decline from the vertical, and whose depth is greater than its largest horizontal dimension. It is specifically understood that Bell Hole Footings and Deep Footings are subject to the provisions of this Agreement, and all Shafts, Stopes, Raises and Tunnels are subject to the provisions of the Tunnel Master Agreement specified herein.

**GROUP 1(f) – WAGE RATE**

Wire winding machine in connection with Guniting or Shot Crete. (See Supplement No. 2)

EFFECTIVE DATE	6/28/10	6/27/11
Aligner-		
RATE A	\$27.72	\$ **
RATE B	\$26.72	\$ **
Helper-		
RATE A	\$26.74	\$ **
RATE B	\$25.74	\$ **

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**GROUP 1(g) – WAGE RATES FOR CONTRA COSTA COUNTY**

<b>EFFECTIVE DATE</b>	<b>6/28/10</b>	<b>6/27/11</b>
<b>RATE</b>	<b>\$27.34</b>	<b>\$ **</b>

**CLASSIFICATIONS OF GROUP 1(g)**

Pipelayers (including grade checking in connection with pipelaying)  
Caulkers  
Banders  
Pipewrappers  
Conduit Layers  
Plastic Pipe Layer  
Pressure Pipe Tester  
No joint pipe and stripping of same, including repair of voids  
Precast Manhole Setters, cast in place manhole form setters

**GROUP 1(h) – WAGE RATES**

Laborers working off or with or from Bos'n Chairs, Swinging Scaffolds, or Belts shall receive twenty-five (\$.25) cents per hour above the applicable wage rate. This premium rate shall be reckoned by the day and half day. This shall not apply to Laborers entitled to receive the wage rate set forth in Group 1(a).

**GROUP 2 – WAGE RATE**

<b>EFFECTIVE DATE</b>	<b>6/28/10</b>	<b>6/27/11</b>
<b>RATE A</b>	<b>\$26.99</b>	<b>\$ **</b>
<b>RATE B</b>	<b>\$25.99</b>	<b>\$ **</b>

**CLASSIFICATIONS OF GROUP 2**

Asphalt Shovelers  
Cement Dumpers and handling dry cement or gypsum  
Choke Setter and Rigger (clearing work)  
Concrete Bucket Dumper and Chuteman  
Concrete Chipping and Grinding  
Concrete Laborers (wet or dry)  
Drillers Helper, Chuck Tender, Nipper (One (1) Chuck Tender on single machine operation with minimum of one (1) Chuck Tender for each two (2) machines on multiple machine operations. (Jackhammers are in no way involved in this item.)  
Guinea Chaser (Stakeman), Grout Crew  
High Pressure Nozzlemen, Adductors  
Hydraulic Monitor (over 100 lbs. pressure)  
Loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction  
Pittsburgh Chipper, and similar type brush shredders  
Sloper  
Single foot, hand held, pneumatic tamper  
All Pneumatic, Air, Gas and Electric Tools not listed in Groups 1 through 1(f)  
Jacking of Pipe under 12 inches

**GROUP 3 – WAGE RATE**

EFFECTIVE DATE	6/28/10	6/27/11
RATE A	\$26.89	\$ **
RATE B	\$25.89	\$ **

**CLASSIFICATIONS OF GROUP 3**

- Construction Laborers, including Bridge Laborers and General Laborers
- Dumpman, Load Spotter
- Flagperson
- Fire Watcher
- Fence Erectors, including temporary fencing
- Forklift
- Guardrail Erectors
- Gardeners, Horticultural and Landscape Laborers (See Supplement No. 4)
- Jetting
- Limbers, Brush Loaders and Pilers
- Pavement Markers (Button Setters)
- Maintenance, Repair Trackmen and Road Beds
- Escort Driver
- Skip Loader (up to and including ½ Cubic Yard)
- Streetcar and Railroad Construction Track Laborers
- Temporary Air and Water Lines, Victaulic or similar
- Tool Room Attendant (job site only)
- Remediation/Land Restoration Laborer – Wetlands restoration, mitigation or re-vegetation of lands, (ornamental landscape is not included in this classification)
- Solar Voltaic (Photovoltaic) Systems

**GROUP 3(a) – WAGE RATE**

EFFECTIVE DATE	6/28/10	6/27/11
RATE A	\$26.89	\$ **
RATE B	\$25.89	\$ **

**CLASSIFICATION OF GROUP 3(a)**

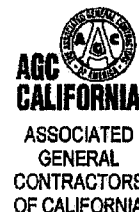
Composite Crew Person - Shall apply only to the operation of vehicles, when operated in conjunction with Laborers' duties.

**GROUP 4 – WAGE RATE**

EFFECTIVE DATE	6/28/10	6/27/11
RATE A	\$20.58	\$ **
RATE B	\$19.58	\$ **

**CLASSIFICATION OF GROUP 4**

All final cleanup work of debris, grounds and building near the completion of the project including but not limited to street cleaners. It is agreed that the Group 4 Classification is



not applicable to engineering or heavy highway projects.  
Cleaning & Washing Windows (subject to provisions of Section 20A)  
Brick Cleaners (job site only)  
Watchman (Subject to provisions of Section 20A)  
Material Cleaners (job site only)

The classification "Material Cleaner" is to be utilized under the following conditions:

- A. At demolition sites for the salvage of the material.
- B. At the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C. The cleaning of salvage material at the Employer's job site or temporary job site yard.

The classification of "Material Cleaner" is not to be used to perform "form stripping cleaning and oiling and moving to the next point of erection."

**GROUP 5 (Entry Level Laborer) – WAGE RATE**

<b>EFFECTIVE DATE</b>	<b>6/28/10</b>	<b>6/27/11</b>
<b>2,000 Hours</b>	<b>\$12.90</b>	<b>\$12.90</b>

At the discretion of the Employer, the scope of work includes, but is not limited to:

- Tending other crafts
- Watermeter Installer
- Residential Laborer

An Individual Employer may employ two (2) Entry Level Laborers for every four (4) regular Laborers on his payroll. Provided further, the second (2nd) Entry Level Laborer would be permitted on a job or project only after four (4) regular Laborers are on the job or project.

Each Entry Level Laborer who completes the Basic Laborer Training Course at the Laborers' Training School shall receive three (3) months\* (five hundred ten (510) hours) credit towards becoming a regular Laborer under the terms of this Agreement. (\*3 months at 170 hours per month = 510 hours)

All other terms and conditions of this Agreement shall apply to all Entry Level Laborers. The provisions of this Group 5 shall not apply to the Tunnel Master Agreement.

\*\* \$1.09 to be allocated to wages and/or fringe benefits by the Union. If the Union allocates \$0.50 to Health & Welfare, effective June 28, 2010 and \$0.70 to Health & Welfare, effective June 27, 2011, then an additional \$0.20 per hour will become effective and allocated to Health & Welfare, effective June 27, 2011, if the reserve cash balance of the Health & Welfare Fund as of December 31, 2010 is less than \$110 Million (as reflected in the Trust Fund's monthly Annual Income and Expense Report that does not include investment income).

**SUPPLEMENT NO. 2**

**GUNITE, SHOTCRETE, PANELCRETE AND SIMILAR TYPE  
WORK INCLUDING ALL PLACING, FINISHING AND  
PATCHING OF SHOTCRETE OR GUNITE**

Hours and working conditions and wages shall be the same as in this Master Agreement except those expressly herein provided.

**CLASSIFICATIONS/RATES PER HOUR:**

<b>EFFECTIVE DATE</b>	<b>6/28/10</b>	<b>6/27/11</b>
<b>Structural Nozzleman</b>		
<b>RATE A</b>	\$28.10	\$ **
<b>RATE B</b>	\$27.10	\$ **
<b>Nozzleman, Gunman and Potman</b>		
<b>RATE A</b>	\$27.60	\$ **
<b>RATE B</b>	\$26.60	\$ **
<b>Rodman</b>		
<b>RATE A</b>	\$27.60	\$ **
<b>RATE B</b>	\$26.60	\$ **
<b>Groundman</b>		
<b>RATE A</b>	\$27.60	\$ **
<b>RATE B</b>	\$26.60	\$ **
<b>Gunite Trainee**</b>		
<b>RATE A</b>	\$20.58	\$ **
<b>RATE B</b>	\$19.58	\$ **
<b>Reboundman</b>		
<b>RATE A</b>	\$27.01	\$ **
<b>RATE B</b>	\$26.01	\$ **
<b>General Laborers</b>		
<b>RATE A</b>	\$26.89	\$ **
<b>RATE B</b>	\$25.89	\$ **

\*\*One trainee shall be allowed for each three (3) Journeymen on a crew. In the absence of the Journeyman, the trainee shall receive the Journeyman scale.

**Gunite Foreman**

<b>RATE A</b>	\$28.60	\$ **
<b>RATE B</b>	\$27.60	\$ **



\*\* \$1.09 to be allocated to wages and/or fringe benefits by the Union. If the Union allocates \$0.50 to Health & Welfare, effective June 28, 2010 and \$0.70 to Health & Welfare, effective June 27, 2011, then an additional \$0.20 per hour will become effective and allocated to Health & Welfare, effective June 27, 2011, if the reserve cash balance of the Health & Welfare Fund as of December 31, 2010 is less than \$110 Million (as reflected in the Trust Fund's monthly Annual Income and Expense Report that does not include investment income).

**Travel from Jurisdiction of One Area to Another Area:**

The Employer shall have the right to bring six (6) workers from one area into another area within the area covered by this Agreement. Such Employer shall notify the Local Union one day in advance of starting the job. Other workers will be obtained when available from the area where the work is to be performed.

**Travel, Driving and Out of Town Expense Allowance:**

On projects sixty (60) miles or more by the shortest and most direct regularly traveled route from the main office or permanently established area office of the individual employer, such employer shall provide each employee transportation either physically or by paying the cost of such transportation. If the employer chooses to pay the cost of such transportation the cost shall be determined at the rate of forty (\$0.40) cents per mile for each mile in excess of sixty (60) miles. Additionally the employee will be compensated at rate of one-half (½) of his straight time wage rate both to and from the job less seventy-five (75) minutes each way.

Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the employer's regularly established shop or yard to a jobsite shall be compensated at a rate of fifteen dollars and ninety-three cents (\$15.93) per hour. Any employee who is a passenger in and not directly responsible for the control of a company vehicle is deemed to be in the vehicle voluntarily and is not subject to compensation other than discussed above. Employees assigned company vehicles will not be compensated for travel to and from the project to their homes unless it is in excess of sixty (60) miles from the regularly established shop or yard.

Travel & Driving time is not subject to Section 28 (Fringe Benefits).

Employees required to stay out of town will be compensated at the rate of sixty dollars (\$60.00) per day for each night the employee is at the project location. If an employee arrives on a project on Monday and returns to his home on Friday he/she would be compensated for four (4) night's subsistence. At the employer's option on continuing projects the employee may be paid subsistence through the weekend or pay the travel to and from the project for every weekend that the employee return to such project. If the employer pays for the lodging the employee will be compensated at the rate of twenty dollars (\$20.00) per day for food and other out of town expenses.

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**SUPPLEMENT NO. 3**

**WRECKING WORK**

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

**CLASSIFICATIONS/RATES PER HOUR:**

**EFFECTIVE DATE                      6/28/10                      6/27/11**

**Skilled Wrecker**

**Group No. 1**

(Removing and salvaging of sash, windows, doors,  
plumbing and electric fixtures.)

**RATE A                                      \$27.14                                      \$ \*\***

**RATE B                                      \$26.14                                      \$ \*\***

**Semi Skilled Wrecker**

**Group No. 2**

(Salvaging of other building materials)

**RATE A                                      \$26.99                                      \$ \*\***

**RATE B                                      \$25.99                                      \$ \*\***

\*\* \$1.09 to be allocated to wages and/or fringe benefits by the Union. If the Union allocates \$0.50 to Health & Welfare, effective June 28, 2010 and \$0.70 to Health & Welfare, effective June 27, 2011, then an additional \$0.20 per hour will become effective and allocated to Health & Welfare, effective June 27, 2011, if the reserve cash balance of the Health & Welfare Fund as of December 31, 2010 is less than \$110 Million (as reflected in the Trust Fund's monthly Annual Income and Expense Report that does not include investment income).

**SUPPLEMENT NO. 4**

**GARDENERS, HORTICULTURAL & LANDSCAPE WORKERS**

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

**CLASSIFICATION/RATES PER HOUR:**

<b>EFFECTIVE DATE</b>	<b>6/28/10</b>	<b>6/27/11</b>
Gardeners, Horticultural and Landscape Laborers (New Construction)		
<b>RATE A</b>	\$26.89	\$ **
<b>RATE B</b>	\$25.89	\$ **
Service Landscape Laborers (Establishment Warranty Period)		
<b>RATE A</b>	\$20.58	\$ **
<b>RATE B</b>	\$19.58	\$ **

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:

<b>EFFECTIVE DATE</b>	<b>6/28/10</b>	<b>6/27/11</b>
<b>RATE A</b>		
1st 6 mos. @ 70%	\$18.82	\$ **
2nd 6 mos. @ 80%	\$21.51	\$ **
3rd 6 mos. @ 90%	\$24.20	\$ **
<b>RATE B</b>		
1st 6 mos. @ 70%	\$18.12	\$ **
2nd 6 mos. @ 80%	\$20.71	\$ **
3rd 6 mos. @ 90%	\$23.30	\$ **

\*\* \$1.09 to be allocated to wages and/or fringe benefits by the Union. If the Union allocates \$0.50 to Health & Welfare, effective June 28, 2010 and \$0.70 to Health & Welfare, effective June 27, 2011, then an additional \$0.20 per hour will become effective and allocated to Health & Welfare, effective June 27, 2011, if the reserve cash balance of the Health & Welfare Fund as of December 31, 2010 is less than \$110 Million (as reflected in the Trust Fund's monthly Annual Income and Expense Report that does not include investment income).





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**(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.

**SUPPLEMENT NO. 5**

**LABORERS' APPRENTICESHIP PROGRAM**

1. **TERM OF APPRENTICESHIP:** The term of apprenticeship shall be three thousand (3,000) hours within eighteen (18) months. The first seven hundred fifty (750) hours, shall be a tryout or probationary period.
2. **RATIO:** A qualified Individual Employer may employ one (1) Apprentice when at least five (5) Journeymen are regularly employed, and one (1) additional Apprentice for each five (5) additional Journeymen.
3. **WORK TRAINING:** The Individual Employer shall see that all apprentices are under the supervision of a qualified Journeyman or instructor and shall provide the necessary diversified experience and training in order to train and develop the Apprentice into a skilled worker, proficient in all the work processes of a Construction Craft Laborer, as outlined herein. Apprentices shall also be trained in the use of new equipment, materials and processes as they come into use in the craft.
4. **WAGE/BENEFIT SCHEDULE:** Apprentices shall be paid not less than the following percentages of the current Journeyman rate:

<u>Period</u>	<u>Hours</u>	<u>Wage Rate Percentage (%)</u>	<u>Fringe Benefits</u>
1st Period	1-500 Hrs	65%	Health & Welfare, Training-Retraining/ Apprenticeship/LECET, Employer Trust Funds*, Supplemental Dues
2nd Period	501-1000 Hrs	70%	Health & Welfare, Training-Retraining/ Apprenticeship/LECET, Employer Trust Funds*, Supplemental Dues
3rd Period	1001-1500 Hrs	75%	Health & Welfare, Training-Retraining/ Apprenticeship/LECET, Employer Trust Funds*, Supplemental Dues
4th Period	1501-2000 Hrs	80%	Full Benefits
5th Period	2001-2500 Hrs	85%	Full Benefits
6th Period	2501-3000 Hrs	90%	Full Benefits

\* Employer Trust Funds – Contract Administration and Industry Stabilization Fund

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**SUPPLEMENT NO. 6**

**ZONE PAY**

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

For purposes of calculating overtime, the Zone Pay hourly rate shall be either one and one-half (1 ½) times the straight time hourly Zone Pay rate or double (2x) times the straight time hourly Zone Pay rate in accordance with Section 20A (Overtime Rates, Hours and Working Conditions) in the Agreement.

**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,

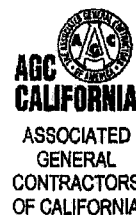
84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,
86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,
87. Thence Southerly to the Southwest corner of Township 14N, Range 15W,
88. Thence 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 26, 2006.**

**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.

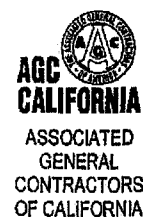
**SCHEDULE "A"**

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF  
LABORERS HIRING HALL LOCATIONS**

<b>Local</b>	<b>City</b>	<b>Street Address</b>	<b>Phone Number</b>	<b>Dispatch Hours</b>
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	3984 Cherokee Rd.	209-466-3356	6:30-9:00 a.m.
139	Santa Rosa	81 Barham Avenue	707-542-1107	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 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.
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.
291	Napa	(Phone Dispatch Only)	707-226-7971	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.
297	Monterey	254 Casa Verde Way	831-648-1081	7:00-9:00 a.m.
304	Hayward	29475 Mission Blvd	510-581-9600	6:30-9:00 a.m.
304	Oakland	425 Roland Way	510-562-2661	6:30-9:00 a.m.
304	Livermore	2063 Research Drive.	925-455-8292	6:30-9:00 a.m.
324	Martinez	611 Berrellesa St.	925-228-0930	6:30-9:00 a.m.
324	Antioch	1005 Fitzuren Rd	925-439-1021	7:00-9:00 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.
389	San Mateo	300 - 7th Ave.	650-344-7168	6:30-9:00 a.m.
886	Oakland	8400 Enterprise Way, # 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**











**2010- 2013**  
**MASTER AGREEMENT**  
**For NORTHERN CALIFORNIA**  
**Between**  
**OPERATING ENGINEERS LOCAL UNION NO. 3**  
**of the International Union of Operating Engineers, AFL-CIO**

**And**

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**  
**INDUSTRIAL CONTRACTORS, UMIC., INC.**  
**ENGINEERING AND UTILITY CONTRACTORS ASSOCIATION**  
**ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS**

**2010-2013**  
**MASTER AGREEMENT**  
**FOR**  
**NORTHERN CALIFORNIA**  
**between**  
**SIGNATORY ASSOCIATIONS**  
**and**  
**LOCAL UNION NO. 3**  
**of the International Union**  
**of Operating Engineers, AFL-CIO**

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July, 2010, by and between the SIGNATORY ASSOCIATIONS ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

**01.00.00 EMPLOYEES, CLASSIFICATIONS, MANNING, AND WAGE RATES**

**01.01.00** On all work covered by this Agreement (Section 02.05.00) when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 04.00.00 and the Job Placement Regulations of this Agreement and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00.

**01.01.01** Notwithstanding any provisions of this Section 01.00.00 relating to manning, any piece of equipment involved in excavation for which no Employee is setting line or grade, or performing work which historically has been performed by Assistant to Engineers, an Assistant Engineer shall not be required. If assistance is necessary, such assistance shall be performed by an Assistant to Engineer. In the event a violation is alleged, and a dispute exists which cannot be resolved between the Employer and the Union, any Individual Employer found to be in violation of this Section 01.01.01 by a Board of Adjustment shall forfeit the application of this Section on all said Individual Employer's jobs or projects for the period of time and in the manner prescribed hereunder:

- (1) *First (1st) Violation:* Said Section shall not apply for a period of three (3) consecutive months from the date said Individual Employer is found in violation by said Board of Adjustment and manning all Individual Employer's jobs or projects shall be in accordance with the requirements of Section 01.03.00 Classifications, Manning and Rates;
- (2) *Second (2nd) Violation:* Same application as in (1) above for a period of six (6) consecutive months;
- (3) *Third (3rd) Violation:* Same application as in (1) and (2) above for the duration of the Agreement.

**NOTE:** This Section shall not apply to any traditional crane work and any manning requirements on crane work shall be in accordance with Section 01.03.01.

**01.02.00 Area Definitions.** Section 24.00.00 provides a description of Areas 1 and 2 based upon Township and Range Lines. The Area 2 wage, as set forth in Section 01.03.00, shall be paid in all areas of Northern California not included in Area 1.

**01.02.01** If all compensable time is spent by any Employee in Area 1, he shall be paid the Area 1 rate.

**01.02.02** If two (2) or more hours of compensable time (straight or overtime) on any shift are spent by an

Employee in Area 2, he shall be paid the Area 2 rate for the entire day.

**01.02.03** The 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 located within Area 2 shall be paid the Area 1 wage rate.

**01.02.04** If all Employees on a job or project are transported by the Employer from a permanent plant, yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1, all on the same day, on the Employer's time, said Employees shall be paid the Area 1 wage rate.

**01.03.00** *Classifications, Manning and Rates.*

*NOTE:* The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.05.00 of this Agreement.

**CLASSIFICATIONS:**

**CURRENT STRAIGHT-TIME HOURLY  
WAGE RATES—EFFECTIVE DATES**

\*Asterisk denotes that the Union may allocate the increases in 2011 and 2012 to wages and/or fringe benefits. See Section 01.05.01.

**GROUP 1 (3 classifications)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$37.77	\$37.77	\$1.52*	\$1.62*
Area 2	\$39.77	\$39.77	\$1.52*	\$1.62*

- 3491 1. Operator of Helicopter (when used in erection work)
- 3685 2. Hydraulic Excavator 7 cu. yds. and over (Assistant to Engineer required)
- 5951 3. Power Shovels, over 7 cu. yds. (Assistant to Engineer required)

**GROUP 2 (7 classifications)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$36.24	\$36.24	\$1.52*	\$1.62*
Area 2	\$38.24	\$38.24	\$1.52*	\$1.62*

- 1131 1. Certified Chief of Party (when requested by Individual Employer)
- 3551 2. Highline Cableway
- 3695 3. Hydraulic Excavator 3-1/2 cu. yds. up to 7 cu. yds. (Assistant to Engineer required)
- 0672 4. Licensed Construction Work Boat Operator, On Site\*\*
- 4780 5. Microtunneling Machine
- 5801 6. Power Blade Operator (finish)
- 5921 7. Power Shovels, over 1 cu. yd. and up to and including 7 cu. yds. m.r.c. (Assistant to Engineer required)

\*\*Provided: If the Individual Employer has an existing collective bargaining relationship with another union, or employs a subcontractor who has a collective bargaining relationship with another union, the provisions of this Agreement shall not apply. However, the loading, unloading and related on-site construction work of barges, dredges, trucks or other motorized water equipment shall be performed by employees covered by this Agreement.

**GROUP 3 (18 classifications)**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$34.76	\$34.76	\$1.52*	\$1.62*
Area 2	\$36.76	\$36.76	\$1.52*	\$1.62*

- 0201 1. Asphalt Milling Machine
- 0371 2. Cable Backhoe (Assistant to Engineer required)
- 1301 3. Chief of Party
- 1381 4. Combination Backhoe and Loader over 3/4 cu. yds.
- 1861 5. Continuous Flight Tie Back Machine (Assistant to Engineer or Mechanic/Welder required)
- 1905 6. Crane Mounted Continuous Flight Tie Back Machine, Tonnage to apply (Assistant to Engineer or Mechanic/Welder required)
- 1915 7. Crane Mounted Drill Attachments, Tonnage to apply (Assistant to Engineer or Mechanic/Welder required)
- 2145 8. Dozer, Slope Board
- 3171 9. Gradall (Assistant to Engineer required)
- 3705 10. Hydraulic Excavator up to 3-1/2 cu. yds. (Assistant to Engineer required)
- 4211 11. Loader 4 cu. yds. and over
- 4384 12. Long Reach Excavator
- 5061 13. Multiple Engine Scrapers (when used as push pull)
- 5891 14. Power Shovels, up to and including 1 cu. yd. (Assistant to Engineer required)
- 6011 15. Pre-Stress Wire Wrapping machine
- 7081 16. Side Boom Cat, 572 or larger
- 7925 17. Track Loader 4 cu. yds. and over
- 8961 18. Wheel Excavator (up to and including 750 cu. yds. per hour) (Assistant to Engineer required)

**GROUP 4 (33 classifications)**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$33.38	\$33.38	\$1.52*	\$1.62*
Area 2	\$35.38	\$35.38	\$1.52*	\$1.62*

- 0191 1. Asphalt Plant Engineer/Boxman
- 1241 2. Chicago Boom
- 1341 3. Combination Backhoe and Loader up to and including 3/4 cu. yds.
- 1601 4. Concrete Batch Plants (wet or dry)
- 2361 5. Dozer and/or Push Cat
- 2751 6. Pull-Type Elevating Loader
- 3221 7. Grader, Grade Checker (GPS, mechanical or otherwise)
- 3261 8. Grooving and Grinding Machine
- 3301 9. Heading Shield Operator
- 3305 10. Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar (Assistant to Engineer or Mechanic/Welder required)
- 3401 11. Heavy Duty Repairman and/or Welder
- 4041 12. Lime Spreader
- 4151 13. Loader under 4 cu. yds.
- 4391 14. Lubrication and Service Engineer (mobile and grease rack)
- 4691 15. Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene, Material Transfer Vehicle and similar) (Screedman required)
- 4771 16. Miller Formless M-9000 Slope Paver or similar (Grader required) (any additional assistance required on this equipment shall be performed by an Assistant to Engineer)
- 5771 17. Portable Crushing and Screening plants (Assistant to Engineer required)

5821 18. Power Blade Support

**GROUP 4 (continued)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$33.38	\$33.38	\$1.52*	\$1.62*
Area 2	\$35.38	\$35.38	\$1.52*	\$1.62*

- 6381 19. Roller Operator, Asphalt
- 6471 20. Rubber-Tired Scraper, self-loading (paddlewheels, etc.)
- 6481 21. Rubber-Tired Earthmoving Equipment (Scrapers)
- 7211 22. Slip Form Paver (concrete) (one [1] Operator and two [2] Screedmen required)
- 7435 23. Small Tractor with Drag
- 7461 24. Soil Stabilizer (P&H or equal)
- 7506 25. Spider Plow and Spider Puller (properly manned by two [2] operators)
- 7841 26. Timber Skidder
- 8538 27. Tubex Pile Rig (any assistance required shall be an Operating Engineer)
- 7915 28. Track Loader up to 4 yards
- 7931 29. Tractor Drawn Scraper
- 8121 30. Tractor, Compressor Drill Combination (Assistant to Engineer required)
- 0674 31. Unlicensed Construction Work Boat Operator, On Site\*\*
- 8881 32. Welder
- 9051 33. Woods-Mixer (and other similar Pugmill equipment)

\*\*Provided: If the Individual Employer has an existing collective bargaining relationship with another union, or employs a subcontractor who has a collective bargaining relationship with another union, the provisions of this Agreement shall not apply. However, the loading, unloading and related on-site construction work of barges, dredges, trucks or other motorized water equipment shall be performed by employees covered by this Agreement.

**GROUP 5 (21 classifications)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$32.11	\$32.11	\$1.52*	\$1.62*
Area 2	\$34.11	\$34.11	\$1.52*	\$1.62*

- 1121 1. Cast-in-Place Pipe Laying Machine
- 1451 2. Combination Slusher and Motor Operator
- 1611 3. Concrete Conveyor or Concrete Pump, Truck or Equipment mounted
- 1621 4. Concrete Conveyor, Building site
- 1781 5. Concrete Pump or Pumpcrete Guns
- 2362 6. Doms Stoneslinger (material conveyor attached to truck)
- 2405 7. Drilling Equipment, Watson 2000, Texoma 700 or similar (Assistant to Engineer or Mechanic/Welder required)
- 2431 8. Drilling and Boring Machinery, Horizontal (not to apply to waterliners, wagon drills or jackhammers) (Assistant to Engineer or Mechanic/Welder required)
- 2471 9. Concrete Mixers/all
- 3761 10. Instrumentman
- 4571 11. Man and/or Material Hoist
- 4631 12. Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
- 4641 13. Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
- 4751 14. Mine or Shaft Hoist
- 5741 15. Portable Crushers
- 5861 16. Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- 6811 17. Screedman (automatic or manual)
- 7011 18. Self Propelled Compactor with Dozer
- 8055 19. Tractor with boom, D6 or smaller
- 8391 20. Trenching Machine, maximum digging capacity over 5 ft. depth (Assistant to Engineer required)

8831 21. Vermeer T-600B Rock Cutter or similar

**GROUP 6 (29 classifications)**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$30.79	\$30.79	\$1.52*	\$1.62*
Area 2	\$32.79	\$32.79	\$1.52*	\$1.62*

- 0161 1. Armor-Coater (or similar)
- 0391 2. Ballast Jack Tamper
- 0791 3. Boom-Type Backfilling Machine
- 0881 4. Asst. Plant Engineer
- 0941 5. Bridge and/or Gantry Crane
- 1181 6. Chemical Grouting Machine, truck mounted
- 1321 7. Chip Spreading Machine Operator
- 4970 8. Concrete Barrier Moving Machine (properly manned by two [2] operators)
- 1841 9. Concrete Saws (self-propelled unit on streets, highways, airports, and canals)
- 2111 10. Deck Engineer
- 2415 11. Drilling Equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c. Any assistance required will be performed by an Employee covered by this Agreement
- 2461 12. Drill Doctor
- 3089 13. Geothermal Drills
- 3511 14. Helicopter Radioman
- 3711 15. Hydro-Hammer or similar
- 4061 16. Line Master
- 4073 17. Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)
- 4271 18. Locomotive (Assistant to Engineer when required)
- 4431 19. Rotating Extendable Forklift, Lull Hi-Lift or similar
- 5195 20. Assistant to Engineer, Truck Mounted Equipment (Class I Drivers License Required)
- 5531 21. Pavement Breaker, Truck Mounted, with compressor combination (Assistant to Engineer driver when required)
- 5571 22. Paving Fabric Installation and/or Laying Machine
- 5621 23. Pipe Bending Machine (pipelines only)
- 5681 24. Pipe Wrapping Machine (Tractor propelled and supported)
- 6791 25. Screedman, (except asphaltic concrete paving)
- 6844 26. Self Loading Chipper
- 7001 27. Self Propelled Pipeline Wrapping Machine
- 7501 28. Soils & Materials Tester
- 7941 29. Tractor

**GROUP 7 (26 classifications)**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$29.65	\$29.65	\$1.52*	\$1.62*
Area 2	\$31.65	\$31.65	\$1.52*	\$1.62*

- 0401 1. Ballast Regulator
- 1091 2. Cary Lift or similar
- 1421 3. Combination Slurry Mixer and/or Cleaner
- 2435 4. Drilling Equipment, 20 ft. and under m.r.c.
- 2893 5. Fireman Hot Plant
- 3241 6. Grouting Machine Operator
- 3611 7. Highline Cableway Signalman
- 3941 8. Stationary Belt Loader (Kolman or similar)
- 4031 9. Lift Slab Machine (Vagtborg and similar types)
- 4451 10. Maginnes Internal Full Slab Vibrator



4541 11. Material Hoist (1 Drum)

**GROUP 7 (26 classifications) continued**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$29.65	\$29.65	\$1.52*	\$1.62*
Area 2	\$31.65	\$31.65	\$1.52*	\$1.62*

4721 12. Mechanical Trench Shield

5383 13. Partsman (heavy duty repair shop parts room)

5501 14. Pavement Breaker with or without Compressor Combination

5651 15. Pipe Cleaning Machine (tractor propelled and supported)

5781 16. Post Driver

6311 17. Rodman Chainman

6341 18. Roller (except Asphalt), Chip Seal

6851 19. Self Propelled Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals)

6911 20. Self Propelled Compactor (without dozer)

7123 21. Signalman

7241 22. Slip-Form Pumps (lifting device for concrete forms)

7821 23. Tie Spacer

8371 24. Trenching Machine (maximum digging capacity up to and including 5 ft. depth)

8511 25. Truck Type Loader

8771 26. Water Well Driller

**GROUP 8 (32 classifications)**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$28.51	\$28.51	\$1.52*	\$1.62*
Area 2	\$30.51	\$30.51	\$1.52*	\$1.62*

0621 1. Bit Sharpener

0681 2. Assistant to Engineer Boiler Tender

0853 3. Box Operator\*\*

0913 4. Brakeman\*\*

1391 5. Combination Mixer and Compressor (shotcrete/gunite)

1481 6. Compressor Operator

2153 7. Deckhand\*\*

2863 8. Fireman\*\*

2991 9. Mast Type Forklift

3131 10. Generators

3243 11. Gunite/Shotcrete Equipment Operator

3373 12. Heavy Duty Repairman Helper\*\*

3701 13. Hydraulic Monitor

3821 14. Ken Seal Machine (or similar)

4901 15. Mixermobile

5161 16. Operating Engineer in lieu of an Assistant to Engineer

5173 17. Assistant to Engineer\*\*

6041 18. Pump Operator

6131 19. Refrigeration Plant

6241 20. Reservoir-Debris Tug (Self-Propelled Floating)

6401 21. Ross Carrier (Construction site)

6451 22. Rotomist Operator

6831 23. Self Propelled Tape Machine

7031 24. Shuttlecar

7041 25. Self Propelled Power Sweeper Operator (includes Vacuum Sweeper)

7271 26. Slusher Operator

**GROUP 8 (32 classifications) continued**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$28.51	\$28.51	\$1.52*	\$1.62*
Area 2	\$30.51	\$30.51	\$1.52*	\$1.62*

7611 27. Surface Heater

7673 28. Switchman\*\*

7763 29. Tar Pot Fireman\*\*

8541 30. Tugger Hoist, Single Drum

8841 31. Vacuum Cooling Plant

8921 32. Welding Machine (powered other than by electricity)

\*\*Assistant to Engineer classifications

**GROUP 8A (5 classifications)**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$26.30	\$26.30	\$1.52*	\$1.62*
Area 2	\$28.30	\$28.30	\$1.52*	\$1.62*

0160 1. Articulated Dump Trucks (except when work is assigned to the Teamsters)

2581 2. Elevator Operator

4071 3. Skidsteer Loader, Bobcat 743 series or smaller and similar (without attachments)

4795 4. Mini Excavator under 25 H.P. (Backhoe-Trencher)

8513 5. Tub Grinder Wood Chipper

***Special Single Shift and Second Shift Wage Rates***

(Refer to Sections 06.04.03 and 06.05.00)

<b>Group 1</b>	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$42.10	\$42.10	\$1.52*	\$1.62*
Area 2	\$44.10	\$44.10	\$1.52*	\$1.62*

<b>Group 2</b>	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$40.37	\$40.37	\$1.52*	\$1.62*
Area 2	\$42.37	\$42.37	\$1.52*	\$1.62*

<b>Group 3</b>	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$38.71	\$38.71	\$1.52*	\$1.62*
Area 2	\$40.71	\$40.71	\$1.52*	\$1.62*

<b>Group 4</b>	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$37.15	\$37.15	\$1.52*	\$1.62*
Area 2	\$39.15	\$39.15	\$1.52*	\$1.62*

<b>Group 5</b>	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$35.73	\$35.73	\$1.52*	\$1.62*
Area 2	\$37.73	\$37.73	\$1.52*	\$1.62*

<b>Group 6</b>	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$34.23	\$34.23	\$1.52*	\$1.62*
Area 2	\$36.23	\$36.23	\$1.52*	\$1.62*

<b>Group 7</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$32.95	\$32.95	\$1.52*	\$1.62*
Area 2	\$34.95	\$34.95	\$1.52*	\$1.62*
<b>Group 8</b>				
Area 1	\$31.68	\$31.68	\$1.52*	\$1.62*
Area 2	\$33.68	\$33.68	\$1.52*	\$1.62*
<b>Group 8A</b>				
Area 1	\$29.17	\$29.17	\$1.52*	\$1.62*
Area 2	\$31.17	\$31.17	\$1.52*	\$1.62*

**01.03.01 All Cranes and Attachments.** The straight-time hourly wage rate of Employees on cranes or equipment and attachments (including jib and/or leads) shall be as follows:

\*\*Truck Crane Assistant to Engineer or Assistant to Engineer (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

**GROUP 1-A (5 classifications)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$38.65	\$38.65	\$1.52*	\$1.62*
Area 2	\$40.65	\$40.65	\$1.52*	\$1.62*

- 1335 1. Clamshells and Draglines over 7 cu. yds.
- 1951 2. Cranes over 100 tons
- 2105 3. Derrick, over 100 tons
- 2115 4. Derrick Barge Pedestal mounted over 100 tons
- 6915 5. Self Propelled Boom Type Lifting Device over 100 tons

**GROUP 2-A (6 classifications)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$36.89	\$36.89	\$1.52*	\$1.62*
Area 2	\$38.89	\$38.89	\$1.52*	\$1.62*

- 1325 1. Clamshells and Draglines over 1 cu. yd. up to and including 7 cu. yds.
- 1981 2. Cranes over 45 tons up to and including 100 tons
- 2125 3. Derrick Barge 100 tons and under
- 4918 4. Mobile Self-Erecting Tower Crane (Potain) over three (3) stories
- 6901 5. Self-Propelled Boom Type Lifting Device over 45 tons
- 8721 6. Tower Cranes

**GROUP 3-A (4 classifications)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$35.15	\$35.15	\$1.52*	\$1.62*
Area 2	\$37.15	\$37.15	\$1.52*	\$1.62*

- 1315 1. Clamshells and Draglines up to and including 1cu. yd.
- 1961 2. Cranes 45 tons and under
- 4919 3. Mobile Self-Erecting Tower Crane (Potain) three (3) stories and under
- 6881 4. Self Propelled Boom Type Lifting Device 45 tons and under

**GROUP 4-A (3 classifications)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$32.11	\$32.11	\$1.52*	\$1.62*
Area 2	\$34.11	\$34.11	\$1.52*	\$1.62*

0775 1. Boom Truck or dual-purpose A-Frame Truck, Non-Rotating, Over 15 tons

0776 2. Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boom Truck), under 15 tons.

7817 3. Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or Similar (Boom Truck), over 15 tons.

The straight-time rates of pay for the Truck Crane Assistant to Engineer and Assistant to Engineer classifications are as follows:

**5183\*\* Truck Crane Assistant to Engineer**

<b>GROUP 1-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$31.68	\$31.68	\$1.52*	\$1.62*
Area 2	\$33.68	\$33.68	\$1.52*	\$1.62*

<b>GROUP 2-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$31.42	\$31.42	\$1.52*	\$1.62*
Area 2	\$33.42	\$33.42	\$1.52*	\$1.62*

<b>GROUP 3-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$31.18	\$31.18	\$1.52*	\$1.62*
Area 2	\$33.18	\$33.18	\$1.52*	\$1.62*

**5183\*\* Hydraulic**

<b>GROUP 3-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$30.79	\$30.79	\$1.52*	\$1.62*
Area 2	\$32.79	\$32.79	\$1.52*	\$1.62*

**5173\*\* Assistant to Engineer**

<b>GROUP 1-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$29.39	\$29.39	\$1.52*	\$1.62*
Area 2	\$31.39	\$31.39	\$1.52*	\$1.62*

<b>GROUP 2-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$29.18	\$29.18	\$1.52*	\$1.62*
Area 2	\$31.18	\$31.18	\$1.52*	\$1.62*

<b>GROUP 3-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$28.90	\$28.90	\$1.52*	\$1.62*
Area 2	\$30.90	\$30.90	\$1.52*	\$1.62*

**All Cranes and attachments, Special Single Shift and Second Shift Wage Rates**

<b>GROUP 1-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$43.08	\$43.08	\$1.52*	\$1.62*
Area 2	\$45.08	\$45.08	\$1.52*	\$1.62*

<b>GROUP 2-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$41.09	\$41.09	\$1.52*	\$1.62*
Area 2	\$43.09	\$43.09	\$1.52*	\$1.62*

<b>GROUP 3-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$39.13	\$39.13	\$1.52*	\$1.62*
Area 2	\$41.13	\$41.13	\$1.52*	\$1.62*

<b>GROUP 4-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$35.73	\$35.73	\$1.52*	\$1.62*
Area 2	\$37.73	\$37.73	\$1.52*	\$1.62*

**5183\*\* Truck Crane Assistant to Engineer**

<b>GROUP 1-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$35.25	\$35.25	\$1.52*	\$1.62*
Area 2	\$37.25	\$37.25	\$1.52*	\$1.62*

<b>GROUP 2-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$34.96	\$34.96	\$1.52*	\$1.62*
Area 2	\$36.96	\$36.96	\$1.52*	\$1.62*

<b>GROUP 3-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$34.69	\$34.69	\$1.52*	\$1.62*
Area 2	\$36.69	\$36.69	\$1.52*	\$1.62*

**5183\*\* Hydraulic**

<b>GROUP 3-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$34.23	\$34.23	\$1.52*	\$1.62*
Area 2	\$36.23	\$36.23	\$1.52*	\$1.62*

**5173\*\* Assistant to Engineer**

<b>GROUP 1-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$32.66	\$32.66	\$1.52*	\$1.62*
Area 2	\$34.66	\$34.66	\$1.52*	\$1.62*

<b>GROUP 2-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$32.43	\$32.43	\$1.52*	\$1.62*
Area 2	\$34.43	\$34.43	\$1.52*	\$1.62*

<b>GROUP 3-A</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$32.12	\$32.12	\$1.52*	\$1.62*
Area 2	\$34.12	\$34.12	\$1.52*	\$1.62*

**01.03.02 Classifications and Rates for Steel Erectors and Fabricators**

**NOTE:** The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.05.00 of this Agreement.

\*\*Truck Crane Assistant to Engineer or Assistant to Engineer (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

**GROUP 1 (3 classifications)**

6/29/09	7/1/10	6/27/11	6/25/12
\$39.62	\$39.62	\$1.52*	\$1.62*

- 1951 1. Cranes over 100 tons (Assistant to Engineer required)
- 2105 2. Derrick over 100 tons
- 6915 3. Self Propelled Boom Type Lifting Devices over 100 tons

**GROUP 2 (4 classifications)**

6/29/09	7/1/10	6/27/11	6/25/12
\$37.85	\$37.85	\$1.52*	\$1.62*

- 1981 1. Cranes over 45 tons up to and including 100 tons
- 2261 2. Derrick, 100 tons and under
- 6901 3. Self Propelled Boom Type Lifting Device, over 45 tons
- 8721 4. Tower Crane

**GROUP 3 (2 classifications)**

6/29/09	7/1/10	6/27/11	6/25/12
\$36.37	\$36.37	\$1.52*	\$1.62*

- 1961 1. Cranes, 45 tons and under (Assistant to Engineer required)
- 6881 2. Self Propelled Boom Type Lifting Device, 45 tons and under

**GROUP 4 (3 classifications)**

6/29/09	7/1/10	6/27/11	6/25/12
\$34.35	\$34.35	\$1.52*	\$1.62*

- 1241 1. Chicago Boom
- 2941 2. Forklift, 10 tons and over
- 3401 3. Heavy Duty Repairman/Welder

**GROUP 5 (1 classification)**

6/29/09	7/1/10	6/27/11	6/25/12
\$33.05	\$33.05	\$1.52*	\$1.62*

- 0701 1. Boom Cat

The straight-time rates of pay for the Truck Crane Assistant to Engineer and Assistant to Engineer classifications are as follows:

**5183\*\* Truck Crane Assistant to Engineer**

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 1</b>	\$32.30	\$32.30	\$1.52*	\$1.62*
<b>GROUP 2</b>	\$32.08	\$32.08	\$1.52*	\$1.62*
<b>GROUP 3</b>	\$31.81	\$31.81	\$1.52*	\$1.62*

**5183\*\* Hydraulic**

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 3</b>	\$31.42	\$31.42	\$1.52*	\$1.62*

**5173\*\* Assistant to Engineer**

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 1</b>	\$30.07	\$30.07	\$1.52*	\$1.62*
<b>GROUP 2</b>	\$29.80	\$29.80	\$1.52*	\$1.62*
<b>GROUP 3</b>	\$29.58	\$29.58	\$1.52*	\$1.62*

**Steel Erectors and Fabricators, Special Single Shift and Second Shift Wage Rates**

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 1</b>	\$44.17	\$44.17	\$1.52*	\$1.62*
<b>GROUP 2</b>	\$42.19	\$42.19	\$1.52*	\$1.62*
<b>GROUP 3</b>	\$40.51	\$40.51	\$1.52*	\$1.62*
<b>GROUP 4</b>	\$38.25	\$38.25	\$1.52*	\$1.62*
<b>GROUP 5</b>	\$36.78	\$36.78	\$1.52*	\$1.62*

**5183\*\* Truck Crane Assistant to Engineer**

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 1</b>	\$35.94	\$35.94	\$1.52*	\$1.62*
<b>GROUP 2</b>	\$35.69	\$35.69	\$1.52*	\$1.62*
<b>GROUP 3</b>	\$35.39	\$35.39	\$1.52*	\$1.62*

**5183\*\* Hydraulic**

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 3</b>	\$34.96	\$34.96	\$1.52*	\$1.62*

**5173\*\* Assistant to Engineer**

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 1</b>	\$33.42	\$33.42	\$1.52*	\$1.62*
<b>GROUP 2</b>	\$33.14	\$33.14	\$1.52*	\$1.62*
<b>GROUP 3</b>	\$32.88	\$32.88	\$1.52*	\$1.62*

**01.03.03 Classifications and Rates for Piledrivers**

\*\*Truck Crane Assistant to Engineer or Assistant to Engineer (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

**Group 1 (4 classifications)**

	6/29/09	7/1/10	6/27/11	6/25/12
	\$38.99	\$38.99	\$1.52*	\$1.62*

- 2115 1. Derrick Barge Pedestal mounted over 100 tons (or Assistant Operator in lieu of Assistant to Engineer required)
- 5951 2. Clamshells over 7 cu. yds.
- 6915 3. Self Propelled Boom Type Lifting Device over 100 tons
- 8425 4. Truck Crane or Crawler, land or barge mounted over 100 tons (or Assistant Operator in lieu of Assistant to Engineer required)

**Group 2 (5 classifications)**

	6/29/09	7/1/10	6/27/11	6/25/12
	\$37.17	\$37.17	\$1.52*	\$1.62*

- 2155 1. Derrick Barge Pedestal mounted 45 tons up to and including 100 tons (or Assistant Operator in lieu of Assistant to Engineer required)
- 3103 2. Fundex F-12 Hydraulic Pile Rig (and similar)
- 5921 3. Clamshells up to and including 7 cu. yds.
- 6901 4. Self Propelled Boom Type Lifting Device over 45 tons
- 8455 5. Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons (or Assistant Operator in lieu of Assistant to Engineer required)

**Group 3 (4 classifications)**

6/29/09	7/1/10	6/27/11	6/25/12
\$35.49	\$35.49	\$1.52*	\$1.62*

- 2135 1. Derrick Barge Pedestal mounted under 45 tons (or Assistant Operator in lieu of Assistant to Engineer required)
- 6881 2. Self Propelled Boom Type Lifting Device 45 tons and under
- 7171 3. Skid/Scow Piledriver, any tonnage (Any assistance required shall be by an Employee covered by this Agreement)
- 8445 4. Truck Crane or Crawler, land or barge mounted 45 tons and under (or Assistant Operator in lieu of Assistant to Engineer required)

**Group 4 (3 classifications)**

6/29/09	7/1/10	6/27/11	6/25/12
\$33.72	\$33.72	\$1.52*	\$1.62*

- 0221 1. Assistant Operator in lieu of
- 2941 2. Forklift, 10 tons and over
- 3401 3. Heavy Duty Repairman/Welder

**Group 5 (0 classifications)**

6/29/09	7/1/10	6/27/11	6/25/12
\$32.42	\$32.42	\$1.52*	\$1.62*

No current classification (subject to Section 20.00.00)

**Group 6 (1 classification)**

6/29/09	7/1/10	6/27/11	6/25/12
\$31.08	\$31.08	\$1.52*	\$1.62*

- 2111 1. Deck Engineer

**Group 7 (0 classifications)**

6/29/09	7/1/10	6/27/11	6/25/12
\$29.99	\$29.99	\$1.52*	\$1.62*

No current classification (subject to Section 20.00.00)

**Group 8 (2 classifications)**

6/29/09	7/1/10	6/27/11	6/25/12
\$28.85	\$28.85	\$1.52*	\$1.62*

- 2153 1. Deckhand
- 2863 2. Fireman

The straight-time rates of pay for the Truck Crane Assistant to Engineer and Assistant to Engineer classifications are as follows:

**5183\*\* Truck Crane Assistant to Engineer**

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 1</b>	\$32.01	\$32.01	\$1.52*	\$1.62*
<b>GROUP 2</b>	\$31.76	\$31.76	\$1.52*	\$1.62*
<b>GROUP 3</b>	\$31.47	\$31.47	\$1.52*	\$1.62*

**5173\*\* Assistant to Engineer**

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 1</b>	\$29.73	\$29.73	\$1.52*	\$1.62*
<b>GROUP 2</b>	\$29.46	\$29.46	\$1.52*	\$1.62*
<b>GROUP 3</b>	\$29.24	\$29.24	\$1.52*	\$1.62*



**01.03.04** On Crawler Crane or Derrick Barge Piledriving operations when an Assistant Operator is used in lieu of an, the second Operator can operate Forklifts or Deck Engines in conjunction with Piledriving operations.

**01.03.05** When a stationary Truck or stationary Crawler Crane is working in conjunction with another Truck or Crawler Crane driving pile, only one or Assistant Operator is required.

***Piledrivers, Special Single Shift and Second Shift Wage Rates***

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 1</b>	\$43.46	\$43.46	\$1.52*	\$1.62*
<b>GROUP 2</b>	\$41.41	\$41.41	\$1.52*	\$1.62*
<b>GROUP 3</b>	\$39.53	\$39.53	\$1.52*	\$1.62*
<b>GROUP 4</b>	\$37.53	\$37.53	\$1.52*	\$1.62*
<b>GROUP 5</b>	\$36.07	\$36.07	\$1.52*	\$1.62*
<b>GROUP 6</b>	\$34.56	\$34.56	\$1.52*	\$1.62*
<b>GROUP 7</b>	\$33.33	\$33.33	\$1.52*	\$1.62*
<b>GROUP 8</b>	\$32.06	\$32.06	\$1.52*	\$1.62*

***5183\*\* Truck Crane Assistant to Engineer***

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 1</b>	\$35.61	\$35.61	\$1.52*	\$1.62*
<b>GROUP 2</b>	\$35.34	\$35.34	\$1.52*	\$1.62*
<b>GROUP 3</b>	\$35.01	\$35.01	\$1.52*	\$1.62*

***5173\*\* Assistant to Engineer***

	6/29/09	7/1/10	6/27/11	6/25/12
<b>GROUP 1</b>	\$33.04	\$33.04	\$1.52*	\$1.62*
<b>GROUP 2</b>	\$32.74	\$32.74	\$1.52*	\$1.62*
<b>GROUP 3</b>	\$32.50	\$32.50	\$1.52*	\$1.62*

**01.03.06 Tunnel/Underground Classifications and Wage Rates.** The straight-time hourly wage rate of Employees working underground and/or within shafts, stopes and raises shall be as follows:

**GROUP 1-A (1 classification)**

<i>Underground Rate</i>	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$36.24	\$36.24	\$1.52*	\$1.62*
Area 2	\$38.24	\$38.24	\$1.52*	\$1.62*

***Shafts, Stopes and Raises***

Area 1	\$36.34	\$36.34	\$1.52*	\$1.62*
Area 2	\$38.34	\$38.34	\$1.52*	\$1.62*

8603 1. Tunnel Bore Machine Operator - 20' diameter or more.

**GROUP 1 (7 classifications)**

***Underground Rate***

Area 1	\$33.77	\$33.77	\$1.52*	\$1.62*
Area 2	\$35.77	\$35.77	\$1.52*	\$1.62*

***Shafts, Stopes and Raises***

Area 1	\$33.87	\$33.87	\$1.52*	\$1.62*
Area 2	\$35.87	\$35.87	\$1.52*	\$1.62*

3301 1. Heading Shield Operator

3401 2. Heavy Duty Repairman/Welder

5111 3. Mucking Machine (rubber tired, rail or track type)

6125 4. Raised Bore Operator\*\* (tunnels)

6210 5. Road Header Operator on Tunnels 10 feet diameter or larger

8601 6. Tunnel Mole Bore Operator\*\*

8602 7. Tunnel Boring Machine Operator 10 feet up to 20 feet

\*\*Any assistance in the operation, if needed, shall be by an Employee covered by this Agreement.

**GROUP 2 (3 classifications)**

<b>Underground Rate</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$32.51	\$32.51	\$1.52*	\$1.62*
Area 2	\$34.51	\$34.51	\$1.52*	\$1.62*

**GROUP 2 (3 classifications)**

*Shafts, Stopes and Raises*

Area 1	\$32.61	\$32.61	\$1.52*	\$1.62*
Area 2	\$34.61	\$34.61	\$1.52*	\$1.62*

- 1451 1. Combination Slusher and Motor Operator
- 1781 2. Concrete Pump or Pumpcrete Guns
- 5861 3. Power Jumbo Operator

**GROUP 3 (2 classifications)**

*Underground Rate*

Area 1	\$31.18	\$31.18	\$1.52*	\$1.62*
Area 2	\$33.18	\$33.18	\$1.52*	\$1.62*

*Shafts, Stopes and Raises*

Area 1	\$31.28	\$31.28	\$1.52*	\$1.62*
Area 2	\$33.28	\$33.28	\$1.52*	\$1.62*

- 2461 1. Drill Doctor
- 4751 2. Mine or Shaft Hoist

**GROUP 4 (3 classifications)**

*Underground Rate*

Area 1	\$30.04	\$30.04	\$1.52*	\$1.62*
Area 2	\$32.04	\$32.04	\$1.52*	\$1.62*

*Shafts, Stopes and Raises*

Area 1	\$30.14	\$30.14	\$1.52*	\$1.62*
Area 2	\$32.14	\$32.14	\$1.52*	\$1.62*

- 1421 1. Combination Slurry Mixer Cleaner
- 3241 2. Grouting Machine Operator
- 4931 3. Motorman

**GROUP 5 (7 classifications)**

*Underground Rate*

Area 1	\$28.90	\$28.90	\$1.52*	\$1.62*
Area 2	\$30.90	\$30.90	\$1.52*	\$1.62*

*Shafts, Stopes and Raises*

Area 1	\$29.00	\$29.00	\$1.52*	\$1.62*
Area 2	\$31.00	\$31.00	\$1.52*	\$1.62*

- 0621 1. Bit Sharpener
- 0913 2. Brakeman
- 1391 3. Combination Mixer and Compressor (Gunite)
- 1481 4. Compressor Operator
- 5173 5. Assistant to Engineer\*\*
- 6041 6. Pump Operator
- 7271 7. Slusher Operator

\*\* Classification

**Tunnel/Underground, Special Single Shift and Second Shift Wage Rates**

**GROUP 1-A (1 classification)**

*Underground Rate*

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$40.37	\$40.37	\$1.52*	\$1.62*
Area 2	\$42.37	\$42.37	\$1.52*	\$1.62*

**GROUP 1-A (1 classification)**

*Shafts, Stopes and Raises*

Area 1	\$40.48	\$40.48	\$1.52*	\$1.62*
Area 2	\$42.48	\$42.48	\$1.52*	\$1.62*

**GROUP 1**

*Underground Rate*

Area 1	\$37.58	\$37.58	\$1.52*	\$1.62*
Area 2	\$39.58	\$39.58	\$1.52*	\$1.62*

*Shafts, Stopes and Raises*

Area 1	\$37.69	\$37.69	\$1.52*	\$1.62*
Area 2	\$39.69	\$39.69	\$1.52*	\$1.62*

**GROUP 2**

*Underground Rate*

Area 1	\$36.17	\$36.17	\$1.52*	\$1.62*
Area 2	\$38.17	\$38.17	\$1.52*	\$1.62*

*Shafts, Stopes and Raises*

Area 1	\$36.28	\$36.28	\$1.52*	\$1.62*
Area 2	\$38.28	\$38.28	\$1.52*	\$1.62*

**GROUP 3**

*Underground Rate*

Area 1	\$34.69	\$34.69	\$1.52*	\$1.62*
Area 2	\$36.69	\$36.69	\$1.52*	\$1.62*

*Shafts, Stopes and Raises*

Area 1	\$34.80	\$34.80	\$1.52*	\$1.62*
Area 2	\$36.80	\$36.80	\$1.52*	\$1.62*

**GROUP 4**

*Underground Rate*

Area 1	\$33.39	\$33.39	\$1.52*	\$1.62*
Area 2	\$35.39	\$35.39	\$1.52*	\$1.62*

*Shafts, Stopes and Raises*

Area 1	\$33.50	\$33.50	\$1.52*	\$1.62*
Area 2	\$35.50	\$35.50	\$1.52*	\$1.62*

**GROUP 5**

*Underground Rate*

Area 1	\$32.12	\$32.12	\$1.52*	\$1.62*
Area 2	\$34.12	\$34.12	\$1.52*	\$1.62*

*Shafts, Stopes and Raises*

Area 1	\$32.23	\$32.23	\$1.52*	\$1.62*
Area 2	\$34.23	\$34.23	\$1.52*	\$1.62*

\*\* Classification

**Tunnel/Underground, Special Single Shift and Second Shift Wage Rates**

**01.03.07 Toxic Waste (HAZMAT).** A subcommittee shall be formed to discuss requirements applicable to Employees working on HAZMAT projects and to negotiate working rules and wage rates which recognize the special conditions and problems which exist when working with toxic waste.

**01.04.00 FOREMEN — Wage Rates.**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$37.77	\$37.77	\$1.52*	\$1.62*
Area 2	\$39.77	\$39.77	\$1.52*	\$1.62*
2921 1. Foreman and Shifters, over 7 Employees				
Area 1	\$36.24	\$36.24	\$1.52*	\$1.62*
Area 2	\$38.24	\$38.24	\$1.52*	\$1.62*
2931 1. Foreman (Working), under 7 Employees				
Area 1	\$37.77	\$37.77	\$1.52*	\$1.62*
Area 2	\$39.77	\$39.77	\$1.52*	\$1.62*
3341 1. Master Mechanic, over 5 Employees				

**Foreman, Special Single Shift and Second Shift Wage Rates**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$42.10	\$42.10	\$1.52*	\$1.62*
Area 2	\$44.10	\$44.10	\$1.52*	\$1.62*
2921 1. Foreman and Shifters, over 7 Employees				
Area 1	\$40.37	\$40.37	\$1.52*	\$1.62*
Area 2	\$42.37	\$42.37	\$1.52*	\$1.62*
2931 1. Foreman (Working), under 7 Employees				
Area 1	\$42.10	\$42.10	\$1.52*	\$1.62*
Area 2	\$44.10	\$44.10	\$1.52*	\$1.62*
3341 1. Master Mechanic, over 5 Employees				

**01.05.00 Working Suspended.** The straight-time hourly wage rate of Employees required to work suspended by ropes or cables or performing work on a Yo-Yo Cat shall be according to the following schedule, and added to the straight-time hourly wage rates set out in 01.00.00, and such increase in the straight-time hourly wage rate shall apply for the full shift and all overtime work.

PER HOUR  
\$.60

**01.05.01** \*To be allocated by the Union; the allocation shall become effective forty-five (45) days after receipt of written notice by the Employer, but in no event earlier than June 27, 2011 and June 25, 2012.

**\*Note:** Notwithstanding the above increases, increases to other fringe benefits shall also be applicable during the term of this Agreement as defined in Section 12.05.00.

**01.06.00** If the Individual Employer maintains, rents, leases or otherwise contracts out or arranges for a camp in Area 2, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board, shall not exceed the differential between the Area 1 and Area 2 wage rates for eight (8) straight-time hours, five (5) days a week, Monday through Friday. When Employees work Saturdays and/or Sundays the same provisions which applies Monday through Friday, shall apply to Saturdays and/or Sundays.

**01.06.01** If an Individual Employer provides trailer space for a job or project, an appropriate charge for such space

shall be negotiated between the Union and the Individual Employer prior to the commencement of said job or project.

**01.07.00** Whenever the bid specifications of an Owner awarding the work or an Awarding Agency require the Individual Employer to provide a drug-free workplace, such requirements shall apply to that job or project.

**01.08.00 Market/Geographic Area Committee. (Private Work - Not to Exceed \$1,000,000).** The parties to this Agreement recognize the constantly changing nature of the industry with respect to certain private market and/or geographic areas and the necessity of Individual Employers maintaining competitive positions in those markets or geographic areas to protect and assure the continued work opportunities of the affected Employees covered by this Agreement. Therefore, and notwithstanding Section 26.03.00, the parties hereby establish a Market/Geographic Area Committee composed of three (3) representatives of the Employer, three (3) representatives of the Union, and three (3) Employee representatives performing work in an affected geographic area. In any particular geographic area, a defined market area committee of three (3) Employees may be established by the Union. The Committee comprising three (3) Union representatives and three (3) Employer representatives in conjunction with the local Employee market committee shall evaluate either market or geographic requests for changes or modifications believed necessary to meet market or geographic area competition and determine if adequate economic justification is present to support such a change or modification. The Employees serving on the Committees shall be selected by the Employees (members) in the market or geographic area on a rotating basis depending on the particular market or geographic area where evaluation of the area, changes and/or modification may be necessary. In the event a market area extends beyond the boundaries of more than one of the Union's Districts, there shall be at least one (1) Employee from each District where the market area exists serving on the Committee with the Employer representatives and Union representatives. The Committees shall review requests for changes in any of the terms and conditions of the Master Agreement which cover an area limited to particular private, market or geographic areas and believed necessary to preserve and protect work opportunities for affected Employees and Individual Employers covered by the Agreement. The Committee, upon an affirmative unit vote, is authorized to approve such changes (including the monetary size of the project to which they may apply) as it determines to be in the best interest of the affected Employees and the parties to this Agreement and may modify the Agreement accordingly; provided, however, if in any particular market area, a determination is made by the Committee that a market area has been substantially lost or rapidly being lost to non-union employers, an addendum, not to exceed \$1,000,000 (unless the Committee agrees otherwise) shall be placed in effect covering that market which shall apply for the duration of the Agreement; it is further provided that in the month of January of each contract year, the Committee shall meet and review each market addendum, and if the Individual Employers have recovered sixty percent (60%) or more of the market, the Committee shall determine if the applicable addendum shall continue to apply, be terminated or otherwise modified. Provided further, any job or project covered by an addendum shall remain covered until job/project completion. The Committee may also consider requests for multi-craft project agreements regardless of dollar amount initiated through the National Heavy and Highway Committee and/or the National Building and Construction Trades Department.

## **02.00.00 GENERAL PROVISIONS — DEFINITIONS**

**02.01.00 Employer.** The term "Employer" as used herein shall mean the Signatory Associations.

**02.02.00 Individual Employer.** The term "Individual Employer" shall mean only those persons or entities who have authorized the Signatory Associations (Employer) to represent said Individual Employer with respect to collective bargaining with the Union. A list of said Individual Employers has been furnished to the Union at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers represented by the Employer.

**02.02.01 Additional Individual Employer.** Provided that a person or entity is not then engaged in a currently existing labor dispute with the Union arising out of a failure to comply with the wages, hours, rates of pay or other conditions of employment required by the Union in the territorial jurisdiction of the Union where the dispute exists, such person or entity may become an Individual Employer covered by this Agreement upon authorizing the Employer to represent said person or entity with respect to collective bargaining and labor relations with the Union.

**02.02.02** In the event an Individual Employer desires to be represented by another and different Association, he shall give the Union fifteen (15) days' notice in writing of the name of the employer association under a collective bargaining

agreement with the Union that will represent the notifying Individual Employer; provided, however, that once an employer association represents an Individual Employer under Section 18.00.00 for a particular grievance, no other Employer association shall represent that Individual Employer for that grievance. Once signatory through any association Master Labor Agreement, an Individual Employer will remain bound to a Master Labor Agreement through the term of the agreement as outlined in Section 26.03.00.

**02.02.03** The Employer shall be the sole judge of the qualifications for membership of any person or entity applying for membership therein.

**02.03.00** *Union.* The term "Union" as used herein shall mean OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO.

**02.04.00** *Employee.* The term "Employee" as used herein shall mean any person, without regard to race, color, religion, sex, age, national origin, handicap or disability (as provided for in the Americans With Disabilities Act of 1990), and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

- (a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or
- (b) who operates, monitors and controls, maintains, repairs, modifies, assembles, erects, services each or all of them, power-operated equipment of the type or kind of power-operated equipment used in the performance of work referred to in (a) above, regardless of whether such power-operated equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and
- (c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above, and who qualifies to register in a Job Placement Center, provided that the foregoing shall not apply to superintendents, assistant superintendents, general foremen, foremen, timekeepers, messengers, guards, confidential employees, office help, inspectors, and persons specifically excluded elsewhere in this Agreement.

**02.05.00** *Unit Work.* This Agreement shall cover and apply to all activities of the Individual Employer in the area covered by this Agreement falling within the recognized jurisdiction of the Union, including, but not limited by inference or otherwise, to building construction, demolition, site clearing, geothermal drilling, pipelines, oil or gas refineries (excluding the falling and removal of merchantable timber by the purchaser of merchantable timber), work covered by Section 13.00.00, Steel Fabricators and Erectors, which work and equipment shall be covered by Section 13.00.00, Steel Fabricators and Erectors, and work covered by Section 14.00.00, Piledriving, which work and equipment shall be covered by Section 14.00.00, Piledriving. It shall also apply to all maintenance, modification and repair work and facilities, on-site or off-site, of an Individual Employer in the area covered by this Agreement, except an off-site repair or maintenance facility with respect to which the Individual Employer is in a bona fide collective bargaining relationship with a labor organization covering such Individual Employer's off-site maintenance and repair facility at the time the Individual Employer becomes a party to, or covered by, this Agreement. This Agreement shall also apply to the operation, modification, maintenance, and repair of equipment covered by this Agreement (including the additions under provision for Additional Work or Classifications, Section 20.00.00) established for the production of borrow, rip-rap, rock, sand, gravel, aggregates of all kinds, concrete (excluding cement), asphalt or macadam or other road-surfacing materials (excluding oil) by an Individual Employer or his subcontractor which is to be incorporated into a specific job(s) or project(s) of the Individual Employer so long as such material is actually being produced or delivered to such job or project; such work will be considered on-site.

**02.06.00** This Agreement shall cover and apply to all Employees.

**02.07.00** *Coverage.* This Agreement shall cover and 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.

**02.08.00** *Bargaining Representatives.*

**02.08.01** The Union hereby recognizes and acknowledges that Employer is the collective bargaining representative of the Individual Employers authorizing the Employer to represent said person or entity with respect to collective bargaining and labor relations with the Union.

**02.08.02** This Agreement shall bind each and every Individual Employer as set forth in Section 02.02.00 who

has authorized the Employer to represent it with the same force and effect as if the Agreement were entered into by each such Individual Employer. Except as provided in Section 02.02.02, each such Individual Employer shall be and continue to remain bound to this Agreement for and during the term of this Agreement irrespective of whether such Individual Employer shall withdraw its authorization, resign, or be expelled from the Employer prior to the expiration date of this Agreement. However, any Individual Employer who is no longer a member of the Employer shall not be represented by the Employer and shall not be covered by the provisions of Section 18.00.00 (Settlement of Disputes).

**02.08.03** The Employer and each Individual Employer covered hereby recognizes and acknowledges OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, as the exclusive collective bargaining representative of all Employees covered by this Agreement. The Employer, on its own behalf and on each Individual Employer's behalf, acknowledges that it and they have collective bargaining relationships with the Union within the meaning of Section 9 of the National Labor Relations Act.

**02.08.04 Project Labor Agreements.** The Union will notify the Employer before it or its agents engage in negotiations for a project labor agreement with an employer, construction manager, public agency or private owner.

**02.08.05 Uniform Notification Provisions.** The "NOTICE" requirements of this Agreement shall be satisfied if the following requirements are met:

- a) delivery by Certified Mail, E-mail or FAX to the Employer and/or to the Union;
- b) sent within the specified time limits; and
- c) Proof of Service is provided, when required.

### **03.00.00 ADMINISTRATIVE PROVISIONS**

**03.01.00 Pre-Job Conferences.** The Individual Employer or an Employer shall notify the Union at least one (1) week prior to the commencement of work by an Employee or Employees covered by this Agreement on all jobs or projects where the estimated or agreed price to be paid to the Individual Employer is \$3,000,000 or more. If the Individual Employer conducts a Pre-Job Conference with any other basic craft for a job or project of less than \$3,000,000, it will notify the Union and the Union may participate in the Pre-Job Conference.

**03.01.01** Upon request of the Union, a Pre-Job Conference shall be held. The location shall be at the option of the Employer or Individual Employer. In the event a Pre-Job Conference is not held within two (2) weeks after a written request to the Individual Employer from the Union, Section 18.03.00 shall not be in effect until such Pre-Job Conference is held.

**03.01.02** All understandings reached at such Pre-Job Conference shall be reduced to writing in a Pre-Job Conference Report and signed by the Individual Employer or Employer and the Union. Such understandings shall be within the scope and terms of this Agreement. For Keymen, refer to 04.08.02 of the Job Placement Regulations.

**03.02.00 Records and Requests.** Each Individual Employer shall provide a proper means for registering time, working time and quitting time of its Employees and Owner-Operators. In the event of a specific dispute regarding time, wages or fringe benefit payments of its Employees, or over any matter pertaining to an Owner-Operator, upon written request by the Union, delivered to the Employer and the Individual Employer, the Individual Employer's records relating to said dispute regarding time, wages and fringe benefit payments of its Employees, regardless of classification, or a dispute regarding Owner-Operators, and the Individual Employer's records relating to said dispute shall promptly be accessible to a Business Representative, auditor or other official of the Union during working hours.

**03.02.01** In the event the Employer disputes the relevance of the records regarding a specific dispute referred to in 03.02.00 above, said dispute shall be subject to the provisions of Section 18.00.00.

**03.02.02** In the event an Individual Employer fails or refuses to confirm an audit appointment within fourteen (14) days following demand or fails or refuses to submit to an audit within thirty (30) days upon demand, the Union shall not be bound by the provisions of Section 18.00.00 and shall be free to withdraw any or all of the Employees of such Individual Employer and such withdrawal shall not be a violation of this Agreement. Provided, however, the Union shall not withdraw Employees for forty-eight (48) hours after written notification to the Employer of the failure to confirm an audit appointment or the failure to submit to an audit whichever the case shall be, and the Individual Employer shall bear the expenses incurred by the auditor for such forty-eight (48) hour delay.

**03.02.03** Upon written request of the Union, the Individual Employer shall notify the Union of his intent to perform work on Saturday, Sunday, or a holiday, of the location of job and the number of Employees he intends to employ.

**03.03.00 *Employee Termination.*** The Individual Employer shall notify the Job Placement Center on a form supplied by the Job Placement Center of the names of all Employees who have quit or who have been terminated during the week. (Termination shall mean severance of employment and not temporary layoff.) Such form is to be mailed to the Job Placement Center servicing the job or project not later than Monday of the week following the week of such severance of employment. The Union shall notify the Employer in writing each time any Individual Employer fails to make such report. Any Individual Employer failing to make such report three (3) times in one (1) calendar year shall for such failure to report pay one hundred dollars (\$100) into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund and one hundred dollars (\$100) for each additional failure. In the event an Employee is terminated, the Individual Employer shall indicate on the discharge slip the reasons for discharge, i.e., reduction in force, not qualified, termination of job, etc.

**03.03.01 *Employee Transfer.*** No Employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll, except in accordance with the Job Placement Regulations.

**03.04.00 *Conflicting Contracts.*** Any oral or written agreements between any Employer, any Signatory Association, or any Individual Employer, and an Employee which conflicts, or is inconsistent with this Agreement or any supplemental Agreement hereto, or which disestablishes, or tends to disestablish the relationship of Employer, Individual Employer, and Employee, or which reestablishes an employment relationship other than that of Employee, shall forthwith terminate.

**03.04.01** No oral or written agreement which conflicts or is inconsistent with this Agreement, or any supplemental Agreements hereto, shall hereafter be entered into by an Individual Employer.

**03.04.02** No Employee shall be asked to sign any form relating to his medical history unless required by law or Governmental regulation. This Section shall continue to be applicable until such time as the parties to this Agreement mutually develop and agree to implement an acceptable program.

**03.05.00 *General Savings Clause.*** It is not the intent of either party hereto to violate any laws, rulings, or regulation of any Governmental authority or agency. The parties hereto agree that in the event that 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 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, within thirty (30) days of written notice by either party, into lawful negotiations concerning the substance thereof.

**03.06.00 *Favorable Legislation.*** In the event legislation covering hours of labor, overtime or other conditions of employment applicable to any work covered by this Agreement is enacted, then and in that event, effective on the effective date of such legislation, such more favorable provisions shall be added to this Agreement and this Agreement modified to conform herewith, applicable to all work covered by this Agreement bid or let on or after the date such provision is added to this Agreement.

**03.06.01 *Federal Emergency Energy Conservation Plan.*** In the event that a compressed workweek measure under the Federal Emergency Energy Conservation Plan or under any other Federal successor plan is adopted during the term of the Agreement which requires a deviation in terms of starting time or length of the regular shift, the parties agree to negotiate a modification of this Agreement.

**03.06.02 *Favored Nations Clause.*** The wage rates, working conditions, and hours of employment and other conditions of employment herein provided have been negotiated by the Union with the Employer. The Union will give the Employer a copy of all agreements it enters into with any employer which covers on-site work covered by this Agreement which has terms and conditions which are different from this Agreement. An Individual Employer engaging in on-site work of the same type as that covered by such agreement may, upon written notice to the Union, become a party to such agreement.

**03.06.03 *Other Agreements or Conditions More Favorable*** :Effective July 1, 2010, in the event that the Union, which is signatory hereto, enters into any other Master Construction Labor Agreement covering the forty-six (46) Northern California counties for on-site work covered by this Agreement with other Individual Employers or Employer Associations, which shall have terms or conditions more favorable to such Individual Employers or Employer



Associations and the members thereof than this Agreement, then such more favorable provision(s) shall immediately become part of and apply to this Agreement while the remainder of the Agreement shall remain in full force and effect.

**03.06.04** This Section shall only be applicable to the Northern California Master Construction Agreement between the Union and the Employer (Association) and/or Individual Employers. This shall not apply to Project Labor Agreements.

**03.07.00 *Liability of the Parties.*** It is mutually understood that neither the Employer, any Individual Employer, nor the Union shall be liable for damages caused by the acts or conduct of any individual or groups 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 Individual Employer or the Union, as the case may be.

**03.07.01** In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, the Employer, or the Individual 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.

**03.07.02** In the event the Union, or the Employer, the Individual Employer, or either of them, as the case may be, after notice of such violation, do not promptly take such affirmative action as is within their power to correct and to terminate such violation, then 03.07.00 shall be of no force and effect.

#### **04.00.00 EMPLOYMENT**

**04.01.00 *Hiring.*** All hiring shall be subject to and in accordance with the Job Placement Regulations of this Agreement.

**04.01.01** It shall be the responsibility of the Individual Employer, when ordering Employees or applicants, to give the Union all the pertinent information regarding each Employee's or applicant's employment, which shall include the classification of work and classification number when available under which the Employee or applicant for employment will be dispatched. Any applicant for employment so dispatched who does not possess the qualifications to perform the work for which he is dispatched shall not be eligible for show-up pay.

**04.02.00 *Union Security.*** All Employees covered by this Agreement employed at the site of construction, alteration, painting or repair of a building, structure or other work shall be required, as a condition of employment, to apply for, and to become members of, and to maintain membership in, the Union (that is the parent Local Union or the appropriate subdivision of the Union as determined from time to time by the Union by classification) within eight (8) days following the beginning of their employment or the effective date of this clause, whichever is the latter. This clause shall be enforceable to the extent permitted by law.

**04.02.01** All Employees covered by this Agreement not employed on the site of construction, alteration, painting or repair of a building, structure or other work shall be required, as a condition of employment, to apply for, and to become members of, and to maintain membership in, the Union (that is the parent Local Union or the appropriate subdivision of the Union as determined from time to time by the Union by classification) within thirty-one (31) days following the beginning of their employment or the effective date of this clause, whichever is the latter. This clause shall be enforceable to the extent permitted by law.

**04.02.02** The Union recognizes its obligations and therefore assumes full responsibility to every Employee discharged for failing to comply with the provisions of 04.02.00 and 04.02.01 last above set out, as a result of a written request from the Union to the Individual Employer of the Employee.

**04.02.03** Any Employee discharged for failing to comply with the provisions of 04.02.00 and 04.02.01 above, as the case may be, while actively employed shall, before registering in a Job Placement Center for dispatch under this Master Agreement, tender to the Union his initiation or reinstatement fee and current quarterly dues in the form and manner regularly required by the Union, and the Union shall issue a receipt therefore. Upon presentation of such receipt to the Job Placement Center as evidence of such tender, the Employee shall be permitted to register as if he had never been discharged for such non-payment.

**04.03.00 *Discharge of Employee.*** No Employee shall be discharged or discriminated against for activity in or

representation of the Union. The Union shall be the sole judge of the qualifications of its members.

**04.03.01** The Individual Employer shall be the judge of the qualifications of all of his Employees and may on such grounds discharge any of them.

**04.03.02** No Employee shall be discharged without "just cause". In the event of discharge without "just cause", the Employee may be reinstated with payment of wages and fringe benefits for time lost. Disputes concerning the existence of "just cause" shall be determined under the grievance procedures provided for in Section 18.00.00. Employees discharged for "just cause" shall be paid only for actual time worked. An Employee who is terminated by an Individual Employer for discrimination based on race, sex or other basis prohibited by employment discrimination laws, including race or sexual harassment, may not register with the Job Placement Center for fifteen (15) days following the date the Employee is terminated for a first offense and may not register with the Job Placement Center for thirty (30) days following the date the Employee is terminated for any subsequent offense. If the Union files a grievance on such an Employee's behalf, the parties shall expedite the grievance/arbitration procedure. The Board of Adjustment shall issue a bench decision in all such discharge cases. If the Union files a grievance, the fifteen (15) day and thirty (30) day restrictions will not begin until the date the grievance procedure is exhausted as provided herein.

The parties may initiate mediation for any dispute concerning the "No Discrimination/No Harassment" provisions of this Agreement. If they do, the grievance procedure will be held in abeyance during the mediation.

**04.03.03** No Employee covered hereby may be discharged for refusing to cross a lawful primary picket line established by a Local Union of an International Union affiliated with the Local Building Trades Council that covers the geographical area of the picket line, Building and Construction Trades Department of the AFL-CIO or a Local Union thereof or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof; provided, however, if the picketing or picket line is disapproved by the Unions affiliated with the Heavy and Highway Committee including the District Council of Ironworkers, International Association of Bridge, Structural and Ornamental Iron Workers and Piledrivers, Bridge Wharf and Dock Builders, the Union shall not recognize it. The Heavy and Highway Committee shall approve or disapprove the picket or picketing within twenty-four (24) hours of notification by the Individual Employer, during which period of the time, the Employees covered by this Agreement shall continue to work. This provision shall not apply to a jurisdictional picket line. However, an Employee of a Individual Employer who refuses to report to the job or project of an Individual Employer and perform his work for the Individual Employer when directed to do so by the Union under the provisions of 03.07.01 may be discharged by his Individual Employer. Such discharged Employee may register in any Job Placement Center, but he shall be ineligible for dispatch until the sixtieth (60th) day after the date of his discharge

**04.04.00 Owner-Operator.** Whenever "Owner-Operator" is used in this Section, it means Operating Engineer Equipment Operator-Employee only and does not apply to a Heavy Duty Repairman/Welder or a Lubrication and Service Engineer or equipment (generators, welding machines, fixed drills, lathes, pickup trucks, grease trucks, lube trucks or trucks and trailers) used by them or either of them and necessary or advisable for the performance of any work of a Heavy Duty Repairman/Welder or Lubrication and Service Engineer. With respect to the classifications and equipment above excluded from this Owner-Operator clause, no such equipment shall be used on any job or project if such equipment is owned, rented, or leased by the Employee using such equipment or by a member of his immediate family.

**04.04.01** This Section shall only apply to an Owner-Operator who has legal or equitable title to his or her equipment and who personally operates that equipment in the performance of his or her work.

**04.04.02** This Section shall not apply to any other form of business entity, partnerships, limited partnerships, corporations, joint ventures, etc.

**04.04.03** Any other business entity shall be subject to Section 05.00.00 *APPLICATION TO SUBCONTRACTORS*.

**04.04.04** Any Owner-Operator who is a member of the Union in good standing and who possesses a valid contractor's license shall have the option of electing, in writing, not to be placed on the Individual Employer's payroll. If the Owner-Operator elects not to go on the payroll, the Individual Employer shall pay into the Pensioned Health and Welfare and Affirmative Action Trust Funds at the required contribution rates. The Individual Employer shall notify the Union of the option selected. Each of the Funds agrees to defend the legality of this Subsection in any action to which it is a party. Each of the parties to this Agreement specifically agrees to join in the defense of any action brought by any person or entity claiming that this Subsection is unlawful.

**04.04.05** Any Owner-Operator who is not a member in good standing of the Union shall be on the payroll of the

Individual Employer with full fringes being paid from the first (1st) day of employment.

**04.04.06** The Individual Employer may not circumvent the provisions of this Section by utilizing Section 05.00.00, *APPLICATION TO SUBCONTRACTORS*, to subcontract to operators of individually-owned and manned pieces of equipment. In the event that occurs, the Individual Employer shall be liable for full fringes plus twenty-five percent (25%).

**04.04.07** Owner-Operators shall not be subject to the provisions of Sections 04.06.00 through 04.12.00 or be considered an Employee for the purposes of 04.10.24[iii] of the Job Placement Regulations of this Agreement, provided the Job Placement Center servicing the job or project shall be notified of the name, address and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator reports for work regardless of how long he works.

**04.04.08** In the event an Individual Employer has failed to notify the Job Placement Center servicing the job or project of the name, address and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator has reported for work to said Individual Employer, and said Individual Employer is subsequently found by audit or otherwise to have violated any of the Owner-Operator provisions of Section 04.00.00 resulting in the failure to pay wages and/or fringes under this Agreement, such Individual Employer's liability under Section 18.04.00 shall be for the payment of an amount equal to the wages, straight time and overtime, and fringe benefits that would have been paid by the Individual Employer but for the violation plus twenty-five percent (25%). Such liability shall be for not more than the sixty (60)-day period prior to written notification by the Union to the Individual Employer and Employer notwithstanding any other provision of said Section 18.04.00. Provided, however, if said Individual Employer can establish from records maintained in the normal course of business that the Job Placement Center has received the required twenty-four (24)-hour notice and is subsequently found to be in violation, the Individual Employer's liability for payment under Section 18.04.00 shall be limited to fringe benefits only for not more than the sixty (60)-day period prior to written notification by the Union to the Individual Employer and the Employer. Of the liquidated damages provided for in this Section, an amount equal to the amount of the fringe benefits, if any, that should have been paid but were not, shall be credited to the Owner-Operator; the balance shall be paid into the Operating Engineers' Pre-Apprentice, Apprentice and Journeyman Affirmative Action Training Fund.

**04.04.09** The Individual Employer who utilizes an Owner-Operator shall provide, upon the request of any authorized agent of the Union, copies or original records made reflecting the hours worked, equipment used, and payments made by the Individual Employer to the Owner-Operator and on the Owner-Operator's behalf.

**04.04.10** The Individual Employer expressly reserves the right to control the details of the manner, time and means by which the Owner-Operator performs his services, as well as the ends to be accomplished, and shall be the sole judge of the capability of the Owner-Operator's equipment to perform the work required to be performed, and may, if the Individual Employer determined that the Owner-Operator's equipment is not capable of performing the work required to be performed, terminate such Owner-Operator's services. Failure to work the day or half-day out as directed shall terminate the Owner-Operator's employment, and he shall be paid only for actual time worked prior to such failure. The Individual Employer shall not pay for time spent by the Owner-Operator in repairing, servicing or maintaining his equipment after termination of employment, or before or after his shift, as the case may be.

**04.04.11** Any Owner-Operator who employs Operating Engineers under a subcontract with an Individual Employer signatory to a collective bargaining agreement with the Union shall comply with the terms of Section 05.00.00.

**04.04.12** If an Owner-Operator who meets the criteria set forth in 04.04.04 above elects not to go on the payroll of the Individual Employer, the parties agree that the Owner-Operator shall be compensated in an amount equal to the total hourly compensation rate that would have been paid an Employee of the Individual Employer performing similar work plus a reasonable rate for rental of the Owner-Operator's equipment. For the purpose of this provision, the total hourly compensation rate referenced above shall include the applicable wage rate plus the amount that would have been contributed on an Employee's behalf to the Pension Trust Fund, Health and Welfare Trust Fund and Vacation and Holiday Pay Plan.

**04.04.13** Any Owner-Operator who has elected to go on the payroll of the Individual Employer shall be governed by the terms of this Agreement as written, and each such Owner-Operator must specifically waive any claim of exemption from any provision of said Agreement based upon an assertion of independent contractor status. Any Owner-Operator member who elects to not go on the payroll must waive any claim of Employee status and rights under 29 United States

Code 157.

**04.04.14** Compensation for the equipment shall be by check for the full amount due, less any agreed advances. statement of any charges by the Individual Employer shall be issued at the same time.

**04.04.15** The Owner-Operator shall provide and have sole responsibility for fuel, oil, grease, tires, tubes, repairs, and any other items necessary to operate his equipment. He shall have complete freedom to purchase any such items at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

**04.04.16** There shall be no interest or handling charge on earned money advanced prior to the regular payday.

**04.04.17** The provisions of this Section have been negotiated and agreed upon by and between the parties for the objects and purposes expressed in 04.04.19. The parties have not undertaken to negotiate for the Owner-Operator-Employees any profit whatsoever for the leasing and rental of the equipment they operate. On the contrary, compensation for the equipment shall be set by agreement between the Individual Employer and the Owner-Operator at a level which will not circumvent or defeat the payment of wages and fringe benefit payments and conditions of any Employee covered by this Agreement.

**04.04.18** There shall be no reductions by reason of the signing of this Agreement where the present basis of payment is more favorable to the Owner-Operator than the basis provided for herein.

**04.04.19** It is further mutually understood and agreed that the intent of this Section is to assure the payment of wages, subsistence and fringe benefit payments and the observance of the conditions provided in this Agreement, and to prohibit the making and carrying out of any plan, scheme or device to circumvent or defeat the payment of wages, subsistence and fringe benefit payments and the observance of the conditions provided in this Master Agreement.

**04.04.20** It is further agreed that the Individual Employer will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this Section of this Agreement, nor shall any Owner-Operator's arrangement with an Individual Employer be entered into for the purpose of depriving any other Employee of employment. In the event that the Individual Employer has available equipment on the job during the period of the repair of the Owner-Operator's equipment, and for a period not to exceed two (2) shifts and so long as no other Employee is laid off to provide work for such equipment, an Owner-Operator may be assigned to operate equipment not furnished by him, but except under such circumstances the Owner-Operator shall be exclusively assigned to the equipment furnished by him.

**04.04.21** Reckoning of time on an Owner-Operator's last day of employment shall be as follows: All time worked during the first (1st) four (4) hours shall be reckoned by the half-shift. All time worked beyond the first four (4) consecutive hours shall be reckoned by the hour.

**04.04.22** Notwithstanding any other provision of this Agreement, an Owner-Operator who has worked as an employee (or as an Employee) shall be subject to 04.02.00 after seven (7) days' employment by the Employer and/or one (1) or more Individual Employers. No Owner-Operator shall have any right to enforce this Agreement by grievance, arbitration or otherwise until he has been placed on the payroll of an Individual Employer as an Employee.

#### **05.00.00 APPLICATION TO SUBCONTRACTORS**

**05.01.00** The purpose and intent of this Section is to preserve and protect employment opportunities and terms and conditions of employment of all Employees covered by this Agreement to the maximum extent permitted by law.

**05.02.00** No on-site work covered by this Agreement which historically has been performed by the Individual Employer, or by the industry if the Individual Employer has no such history, on the site of a job or project shall be performed off the site of a job or project.

**05.03.00 Definition of Subcontractor.** A subcontractor is defined as any person (other than an Employee covered by this Agreement or an individual Owner-Operator [unless Owner-Operator is employing Employees]), firm or corporation who agrees orally or in writing, to perform, or who in fact performs for, or on behalf of, an Individual Employer, any part or portion of the work covered by this Agreement as defined in Section 02.05.00.

**05.04.00 On-Site Work.** With respect to on-site work covered by this Agreement, that is, work done or to be done at the site of the construction, alteration, painting or repair of a building, structure or other work:

**05.04.01** The terms and conditions of this Agreement insofar as it affects Employer and the Individual Employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract

with such Individual Employer on any on-site work covered by this Agreement, and said subcontractor with respect to such on-site work shall be considered the same as an Individual Employer covered hereby.

**05.04.02** That if an Individual Employer shall subcontract on-site work as herein defined in Section 02.05.00, such subcontract shall state in writing that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement in the performance of his subcontract and agrees to execute a subcontracting terms and conditions agreement as provided in Attachment "A" of this Agreement.

**05.04.03** Subsections 05.04.01 and 05.04.02 shall not apply to subcontractors who perform landscape work, wood fencing, wood retaining walls, slurry seal, striping, hydro seeders, straw blowing, silt fencing and/or hay baling if the non-signatory subcontractor who performs such work submits a bid which is more than twenty percent (20%) lower than a signatory subcontractor's bid or no signatory subcontractor submits a bid. This provision is applicable only if the Individual Employer solicits bids from signatory subcontractors.

**05.05.00** Regardless of anything in this Agreement to the contrary, no on-site work covered by this Agreement of a Heavy Duty Repairman or a Lubrication or Service Engineer or an Employee who operates or maintains the following equipment — generators or welding machines or uses in the performance of his work fixed drills, lathes, pickup trucks, grease trucks, lube trucks and trailers or any or all of them — will be subcontracted to any person or individual if such person or individual performs any such work.

**05.06.00** The Individual Employer shall provide a list of subcontractors who will perform unit work under this Agreement as set forth in Section 02.05.00 where the subcontract amount is over \$25,000. Notice at a pre-job conference will satisfy the requirements of this Section. Furthermore, the Individual Employer shall provide written notice prior to the commencement of work by the subcontractor of any such subcontract entered into subsequent to a pre-job conference with a subcontractor who will perform unit work under this Agreement as set forth in Section 02.05.00. Any Individual Employer who has given such notice and requires the subcontractor to agree to comply with and observe the provisions of Subsection 05.04.00 hereof with respect to the jobsite work shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringe benefits or contributions provided herein except as hereinafter provided.

**05.06.01** In the event the Union questions compliance by a subcontractor with the provisions of this Section, the Union shall so notify the Employer, the Individual Employer and subcontractor in writing, and the subcontractor shall furnish to the Union within fifteen (15) days, a written itemized record of all pertinent information. Additionally, where itemized payroll records are required for submission to public contractor agencies on behalf of subcontractors, the subcontractors shall furnish copies of such submission to the Union upon written request. If the subcontractor refuses, the Individual Employer shall cause the subcontractor to supply the information. The provisions of this Section shall not be applicable if the subcontractor is an Individual Employer signatory to this Agreement.

**05.06.02** If any subcontractor shall become delinquent in the payment or meeting of the obligations set forth in 05.00.00, the Union shall promptly give written notice thereof to the Individual Employer and subcontractor specifying the nature and amount of such delinquency as nearly as can be ascertained. If such notice is given, the Individual Employer shall withhold the amount claimed to be delinquent out of any sums due and owing by the Individual Employer to such subcontractor and shall pay and satisfy there from the amount of such delinquency by such subcontractor. Any dispute as to the existence or amount of such delinquency shall be settled as provided in Section 18.00.00 hereof and if the subcontractor is found in violation, the Individual Employer shall be obligated to pay the amount determined to be due, including liquidated damages as described above, out of the money so withheld from the subcontractor, into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

**05.06.03** The Individual Employer shall not be liable for any such delinquency when in compliance with Section 05.04.02.

**05.07.00** Unless a subcontractor is an Individual Employer signatory to this Agreement, the subcontracting terms and conditions agreement required by 05.04.02 shall not cover any other jobs or projects of the subcontractor, and the application of the subcontracting terms and conditions agreement to the subcontractor pursuant to these provisions shall terminate contemporaneously with the termination of such subcontract with the Individual Employer.

**05.08.00** In the event bid specifications contain MBE/DBE/WBE/DVBE requirements, upon request, the Union will

meet with the Individual Employer with the primary intent of assisting the Individual Employer in fulfilling the legal requirements of said bid specifications.

**06.00.00 WORKING RULES**

**06.01.00** Five consecutive days of eight (8) consecutive hours (exclusive of meal period) for single or first shift Employees, and seven and one-half (7-1/2) consecutive hours (exclusive of meal period) for second shift Employees, and seven (7) consecutive hours (exclusive of meal period) for third shift Employees, Monday through Friday inclusive, shall constitute a week's work.

**06.01.01 Four (4) by Ten (10) Workweek.** To the extent permitted by law, an Individual Employer, may establish a four (4) by ten (10) hour workweek, Monday through Friday, provided all other crafts employed by the Individual Employer on the job are performing work on the same basis. It is further provided, however, that the normal workweek under this provision shall be Monday through Thursday, unless bid specifications require otherwise, and any modification of said Monday through Thursday workweek is established prior to starting the job or project. In the event that work cannot be performed Monday through Friday because of inclement weather shut down, a holiday or major mechanical breakdown or shortage of materials beyond the control of the Individual Employer, Friday or Saturday may be scheduled as a workday and Employees paid at the applicable straight-time rate. Overtime shall be paid as provided in this Agreement except that overtime shall be paid for all work performed over ten (10) hours or before a shift begins. The overtime provisions of this Agreement applicable to Saturdays, Sundays and holidays shall apply to this Section. On shift work, i.e.; a two (2)-shift operation, the provisions of this Agreement applicable to shift work shall apply consistent with the ten (10)-hour day.

**Plants and Shops.** To the extent permitted by law, a four (4) by ten (10) hour workweek may apply to plants or shops, Monday through Friday upon mutual agreement of a majority of Employees at each plant or shop, the Individual Employer and the Union.

The workweek may commence on Monday and Tuesday unless otherwise agreed to by the Employees, the Individual Employer and the Union. Any four (4) by ten (10) hour workweek established shall be four (4) consecutive days.

**06.01.02 Monday through Saturday.** To the extent permitted by law, Saturday work may be performed at straight time rates in the event of time lost during the workweek due to one or more of the following conditions: inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer, provided the total straight-time hours worked by any Employee in any one (1) week including Saturday make-up work, shall not exceed forty (40) hours. Saturday make-up work shall be performed on a voluntary basis only, and no Employee shall be discharged or otherwise disciplined for his refusal to perform such work.

**06.01.03** The above Section shall not apply when working in conjunction with and/or in support of another craft employed by the Individual Employer and receiving overtime for Saturday work. Where such other craft is receiving overtime, the Employees covered by this Agreement shall be compensated on the same basis.

**06.02.00** Not less than one-half (1/2) of a shift or a full shift from May 1<sup>st</sup> through October 31<sup>st</sup> and not less than one-half (1/2) of a shift, three-quarters (3/4) of a shift or a full shift from November 1<sup>st</sup> through April 30<sup>th</sup> at the applicable rate shall be paid for the work performed on any one (1) shift subject to Section 06.22.00 of this Section. However, on the first (1st) day of employment; on jobs of less than one (1) day's duration; on the last day of the job; and on any day that the work on a job or project is suspended on account of weather conditions, by written order of the Contracting Authority, or by any Governmental agency having the authority to suspend the work, by the unavailability of fuel, power or water, and on days on which there is a major mechanical breakdown (i.e., Employees directly affected by such breakdown), not less than four (4) hours at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

**06.03.00 Reckoning of Time.** Straight-time hours of employment shall be reckoned by the half (1/2) shift and the full shift from May 1<sup>st</sup> through October 31<sup>st</sup> and by the half (1/2) shift, three-quarters (3/4) shift and the full shift from November 1<sup>st</sup> through April 30<sup>th</sup> except as otherwise provided in Section 06.02.00 above. Overtime hours of employment before and after a shift shall be reckoned by the hour and half-hour at the applicable overtime rate. Overtime on Saturdays, Sundays or holidays shall be reckoned as provided in Section 06.22.00. If an Employee quits work on his own, he shall be paid only for actual time worked.

**06.03.01** Provided, however, in cases of emergency, Employees called out to work "the second half of the shift"

during the normal straight-time hours shall receive not less than four (4) hours at the applicable overtime rate.

**06.03.02** Employees who work on a chip seal job shall be paid not less than four (4) hours at the applicable rate. Work performed in excess of four (4) hours up to a full shift shall be reckoned by the hour.

**06.04.00** On a single shift, eight (8) consecutive hours or ten (10) consecutive hours (exclusive of meal period) shall constitute a shift's work; the regular starting times of the single shift shall be between 5:00 a.m. and 10:00 a.m. An earlier or later starting time may be established by agreement between the Union and the Individual Employer. The Individual Employer may, by mutual agreement with the Union, stagger individual crews starting times at the Employee's regular rate of pay within the regular established starting times of this Section. There shall be no more than two (2) staggered start times on any Project and no more than one (1) hour between the staggered start times. The Individual Employer shall not engage in any scheme, device or subterfuge to circumvent Sections 06.04.01 and/or 06.14.01, including, but not limited to changing Employees from one piece of equipment to another, or from one assignment to another, moving equipment and/or Employees from one work site to another, or using a different piece of equipment to perform the work.

**06.04.01** The Heavy Duty Repairman and/or Welder performing a particular heavy duty repair assignment shall be given the first choice to perform the assignment before or after the shift.

**06.04.02** *Paving, Soil Stabilization or Pipelaying Crews only.* The regular starting times of the single shift shall be between 5:00 a.m. and 9:00 a.m.

**06.04.03** *Special Single Shift.* When the Individual Employer produces evidence in writing to the Union of a bona fide job requirement for a public agency or a public utility which certifies that some or all of the work can only be done other than during the normal shift hours, and notifies the Union during the pre-job conference or by FAX, E-MAIL, or certified mail at least three (3) days before the start of such special shift (except in the case of emergency), the Individual 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 Section 06.02.00.

1. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working 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 8:00 p.m. Saturday up to and including 8:00 p.m. Sunday and the applicable straight-time rate paid from 8:00 p.m. Sunday until completion of the eight(8)-hour special single shift. If Sunday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1-1/2).
2. Flexible starting times shall be permitted for crews on a special single shift whenever an Operating Engineer Foreman is employed on the special single shift.

**06.04.04** Employee's straight-time rate shall be the applicable wage rate set forth in 01.03.00, 01.03.01, 01.03.02, 01.03.03, 01.03.06 and 01.04.00 for Special Single Shift work.

**06.04.05** For the purposes of this Section Saturday shall begin at the close of the regularly established shift on Friday.

**06.04.06** *Special Service and Maintenance Shift.* Upon written notice to the Union, an Individual Employer may initiate a special service and maintenance shift (not to include heavy duty repair) other than during the normal shift hours. The Employees' straight-time wage rate for all work on such special service and maintenance shift shall be the applicable wage rate set forth in Group 4 of this Agreement. For the purpose of this Section, changing filters and belts and making minor adjustments are not considered to be heavy duty repair.

Once an Individual Employer has established a starting time for a special service and maintenance shift, it shall not be changed except by mutual consent of the Union and the Individual Employer.

**06.05.00** When two (2) shifts are employed for five (5) or more consecutive days (or less if by mutual written agreement), eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the first shift, for which eight (8) hours shall be paid; and eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the second (2) shift, for which eight (8) hours shall be paid, at the Second Shift Wage Rates set forth in Section 01.03.00. Such shifts shall run consecutively. The straight-time hours for the second shift shall commence not later than

three (3) hours after the end of work (either straight time or regularly scheduled overtime) on the first shift. On two-shift operations, the first shift shall have regular starting time not earlier than 6:00 a.m., and not later than 8:00 a.m. Once such two-shift operation and starting time have been established, they shall not be terminated other than on a Friday (except upon completion of the job), provided that the starting times may be changed by mutual consent. Shift hours and the applicable straight-time or overtime rate shall be paid whenever shifts are worked under the above conditions including Saturdays, Sundays and holidays.

*NOTE:* A wage rate by Group is established for second (2nd) shift. Second Shift Wage Rates for Groups 1–8A, Steel Erection and Piledriving are set forth in Sections 01.03.00, 01.03.01, 01.03.02, 01.03.06 and 01.04.00 and will be paid on the basis of eight (8) hours' work for eight (8) hours' pay.

**06.06.00** When three (3) shifts are employed for five (5) or more consecutive days (or less if by mutual written agreement), the first shift of the day shall work eight (8) consecutive hours (exclusive of meal period), for which eight (8) hours shall be paid. The second shift shall work seven and one-half (7-1/2) consecutive hours (exclusive of meal period) for which eight (8) hours shall be paid, and the third shift shall work seven (7) consecutive hours (exclusive of meal period) for which eight (8) hours shall be paid. Such shifts shall run consecutively. The straight-time hours for the third shift shall commence not earlier than the end of work and not later than one (1) hour after the end of work (either straight time or regularly scheduled overtime) on the second shift. On three-shift operations, the first shift of the day and of the workweek shall start at 8:00 a.m. Monday, and such workweek shall end with the closing of the third or graveyard shift Friday or at 8:00 a.m. Saturday, whichever is earlier, and 8:00 a.m. Monday shall be compensated for at the applicable overtime rate.

Once established, shift rate shall apply on all work thereafter, including Saturdays, Sundays and holidays. Once such three-shift operations have been established they shall not be terminated other than on a Friday (except upon completion of the job).

**06.07.00** On a single- and two-shift operation, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday or at the close of the regularly scheduled second shift, whichever is later. On a three-shift operation, Saturday shall run from the close of Friday's third or graveyard shift to 8:00 a.m. Sunday.

**06.07.01** On a single- and two-shift operation, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday or at the close of the regularly scheduled second shift, whichever is later. On a three-shift operation, Sunday shall run from 8:00 a.m. Sunday to 8:00 a.m. Monday.

**06.07.02** The straight-time starting time for Employees on each shift shall be the same for all Employees employed on that shift.

**06.08.00** On "multiple-shift operations" (a two[2]- and/or three[3]- shift job), in addition to the two and/or three shifts, a single shift of eight (8) consecutive hours (exclusive of meal period) may be established, provided it is for five (5) or more consecutive days and has its own Operating Engineer Foreman where required, or if a Foreman is not required, is under separate supervision and further provided that on a two- or three-shift job such single shift is not related to and is not in conjunction with the work on the two- or three-shift operation. The regular starting time of such single shift shall be between 6:00 a.m. and 8:00 a.m.; provided, however, once such starting time has been established on a job or project, it shall not be changed except by mutual consent of the Union and the Individual Employer.

**06.09.00** In the case of a multiple-shift operation, in no event shall the number of Employees on a second (2nd) or third (3rd) shift exceed the number of Employees on the first (1st) shift by more than fifty percent (50%). The foregoing may be modified by mutual agreement of the Union and an Individual Employer.

**06.10.00** On multiple-shift operations, no shift shall work more than ten (10) hours, except in the event of an on-the-job emergency.

**06.11.00** No single-shift Employee shall relieve a multiple-shift Employee, and no multiple-shift Employee shall relieve a single-shift Employee.

**06.12.00** In the case of a multiple-shift operation, the Individual Employer will endeavor to fairly distribute overtime work on Saturdays, Sundays or holidays.

**06.13.00** For the purposes of establishing shift operations, the Employees of the Individual Employer and the Employees of any subcontractor or other Individual Employer shall be considered separately.



**06.14.00** No Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. No arrangement of shifts shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.

**06.14.01** Where there is equipment to be operated on a single-shift operation before the single shift begins or after it ends, or on a Saturday, a Sunday or a holiday, the Operating Engineer who regularly operates the particular piece of equipment shall be given first choice to perform the work, for not to exceed twelve (12) hours except in an emergency, and if an Assistant to Engineer is required, the Assistant to Engineer who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work.

**06.15.00** Where in any locality existing traffic conditions, weather conditions or power availability render it desirable to start the day shift at an earlier or later hour, such starting time may be set by mutual written agreement of the Individual Employer and the Union. Such different starting time may not be terminated except on a Friday or upon completion of the job.

**06.16.00** If a breakdown occurs on equipment operated by Employees covered by this Agreement, it shall be in the discretion of the Individual Employer whether the Operator and his or other Employees shall make the repairs including routine maintenance.

**06.17.00** The recognized established practice regarding the starting and warming up of equipment by Employees under this Agreement shall not be changed.

**06.18.00** No Employee shall be required to work alone during the hours of darkness when performing maintenance work on equipment. This provision shall not apply to Employees servicing and/or starting equipment one (1) hour prior to the start of a shift.

**06.19.00 *First (1<sup>st</sup>) Meal Period.*** Each Employee covered by this Agreement shall be authorized and permitted to take a regularly scheduled and duty free meal period. The first (1<sup>st</sup>) duty free meal period shall be one-half (1/2) hour and shall be scheduled to begin not less than three and one-half (3 ½) hours after the start of the Employee's shift and must be completed by the Employee within five and one-half (5 ½) hours of the Employee's starting time for the shift. The meal period for Mechanics, Service and Lubricating Engineers, may be scheduled to permit work at the applicable straight-time rate during the regularly scheduled meal period.

**06.19.01** If the Individual Employer requires the Employee to perform any work included in 02.04.00 of this Agreement through his scheduled meal period, the Employee shall be paid for the time worked and one (1) hour of wages at the Employee's regular rate of compensation for each workday that the meal period was not provided. However, fringe benefits shall not be paid for the additional one (1) hour wage premium pay to an Employee associated with this Section and the additional one (1) hour wage premium pay shall not be considered either time worked nor time paid for the purposes of calculating overtime. It is understood that per Section 45.2.8 of the California Division of Labor Standards Enforcement Policies and Interpretations Manual, that there shall not be more than one additional one (1) hour wage premium pay (per Employee per workday) paid to an Employee by the Individual Employer for violations of Section 06.00.00.

**06.19.02 *Second (2<sup>nd</sup>) Meal Period.*** No Employee shall be required to work continuously for more than ten (10) hours per workday without the Individual Employer providing the Employee with an uninterrupted second (2<sup>nd</sup>) thirty (30) minute meal period.

**06.19.03** However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2<sup>nd</sup>) meal period so long as the first meal period was taken and the Employee works not more than a total of twelve (12) hours.

**06.19.04** No provision of this Section's language is intended to be inconsistent with the California State Labor Code Section 512. Should any provision of Section 512 be amended during the term of this Agreement, the parties agree to meet to address those changes in accordance with Section 03.05.00 (General Savings Clause) of this Agreement.

**06.20.00 *Foremen and Shifters.*** No foremen or shifters shall be allowed to perform any work covered by this Agreement or operate any equipment covered by this Agreement, except as provided in the Special Provisions

Concerning Foremen Other Than General Foremen, Section 21.00.00.

**06.21.00 Show-Up Time.** When an Employee reports on his shift, or when dispatched and he reports at the agreed time and designated place and there is no work covered by Section 02.04.00 provided for him by the Individual Employer, he shall be paid two (2) hours at the rate applicable to his classification at the straight-time hourly or overtime rate applicable on that day as show-up time; if the Employee is requested to stand by, and does so, and is given no work, he shall be paid four (4) hours' pay at the rate applying to the job or unless such Employee or applicant reported in a condition unfit to perform his work or unless such applicant was rejected by the Individual Employer in accordance with the provisions of the Job Placement Regulations of this Agreement, Section 04.10.39. Provided, however, if his work is suspended on account of weather conditions, the Employee shall be entitled to show-up time only if he remains on the jobsite for two (2) hours pending abatement of such weather, unless sent home earlier by the Individual Employer. If his work is started, in lieu of show-up time, the Employee shall be compensated as provided in 06.02.00 and 06.03.00 of this Section. If an Employee's work is to be suspended for any reason, the Employee shall be notified at least two (2) hours before being required to report on his shift. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number. When the Employee has no telephone, or when the Employee cannot be reached at the number furnished to the Individual Employer, he shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the Individual Employer at the time and place designated in a notice posted on the job. The provisions of this Section shall apply also when the Employee is working under Section 13.00.00 and 14.00.00 of this Agreement. The Individual Employer and the Union may mutually agree to other and additional means of notification of Employees.

**06.22.00** Whenever an Employee is called out to work or employed on a Saturday, Sunday or a holiday, he shall be paid at least four (4) hours at the applicable overtime rate unless the overtime work immediately precedes his regular shift and he works or is paid for the first half of his regular shift, in which case he shall be paid for the overtime actually worked by the hour and half-hour. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday and holidays shall be reckoned by the hour at the applicable overtime rate. On a two-shift or three-shift job if Employees are called out to work or employed on the first shift on a Saturday, Sunday or holiday, the above shall apply but if any Employees are called out or employed to work on a second or third shift on Saturday, Sunday or holiday all shift work Employees called out or employed shall be compensated in accordance with either Section 06.05.00 or 06.06.00, as the case may be.

**06.23.00** In the event an Employee has completed his regular shift and returned to his residence, and is called back to perform his overtime work, such Employee shall be paid at least two (2) hours at the applicable overtime rate. In the event an Employee has not worked his scheduled shift and is called out to perform overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate.

**06.24.00** The holidays referred to in this Agreement are as follows: New Year's Day (January 1), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November), the day after Thanksgiving Day (4th Friday in November), and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Martin Luther King Day shall become a recognized holiday when and if the five basic crafts adopt it as a holiday.

**06.25.00 Overtime on All Work Covered By This Agreement in Areas 1 and 2.** The applicable overtime rates shall apply for the shift, work covered by 02.04.00, equipment, area, location and classification on Saturdays, Sundays and holidays and all time before a shift begins and after it ends.

**06.25.01 Overtime Areas 1 and 2 (all forty-six [46] Counties).** One and one-half (1-1/2) times the applicable straight-time hourly rate shall be paid for all work performed before a shift begins and after it ends and for all work performed on Saturdays. Double (2) the straight-time hourly rate shall be paid for all work on Sundays and holidays.

**06.25.02** Assistants to Engineers shall be paid at the applicable overtime rate when required to "grease" or "fire up" prior to the start of the shift or after the shift has ended.

**06.25.03 Tide Work.** Except as provided for in Section 14.02.06, an Individual Employer who is performing tide work shall establish a starting time for the project between 5:00 a.m. and 10:00 a.m. which corresponds to the tide on the first day of the project. All hours worked before or after the shift as established herein shall be paid at the special single shift rates set forth in 01.03.00, 01.03.01, 01.03.02, 01.03.03, 01.03.04 and 01.04.00. When an Employee is called out to work tide work, the minimum pay for such work shall be eight (8) hours at straight time as provided herein including fringe benefits. Each hour worked on Saturday shall be paid at time and one half (1-1/2) and each hour worked on

Sundays and holidays shall be paid at double time. When an Employee is called out to work on Saturdays, Sundays or holidays, the applicable overtime rate shall be paid for each hour worked, and the minimum pay shall be six (6) hours at the overtime rate.

**06.26.00 No Restrictions on Production.** Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work.

**06.27.00 Rest Periods.** As provided by the State of California Industrial Welfare Commission Order No. 16-2001 covering Construction operations, Employees are 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.

**06.27.01** 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 Employees shall coordinate the timing of each ten (10) minute rest break with their supervisors and fellow 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.

**06.27.02** It is understood that the Employee will take his 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 state-mandated rest periods.

#### **07.00.00 MANNING**

**07.01.00** The manning of equipment shall be in accordance with the provisions of Section 01.00.00 and this Section 07.00.00. In addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted by an Employee covered by this Agreement (Assistant to Engineer, Deckhand or Registered Apprentice). (Refer to Section 07.10.00.)

**07.01.01** Only an Employee covered by this Agreement shall start and warm up equipment and the recognized established practice regarding the classification of Employee used in the starting and warming up of equipment shall not be changed.

**07.01.02** Assistant to Engineer when assigned to equipment shall be under the direct supervision of the Operator at all times.

**07.02.00 Asphalt Plant Crew.** It is agreed that the Asphalt Plant Crew shall consist of a Plant Engineer and two (2) additional Employees. The Plant Engineer shall be in charge of the entire plant. In the case of an automatic asphalt plant, the asphalt plant minimum crew shall consist of a Plant Engineer and Boxman. It is further provided that if any additional assistance is required in the asphalt plant crew, such assistance shall be performed by an Employee covered by this Agreement.

**07.03.00 Change Rule.** An Employee may be changed between classifications and pieces of equipment provided any piece of equipment the Employee leaves is not operated except by an Employee covered by this Agreement. However, an Employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment, shall not be discharged or laid off, but shall be returned to the equipment to which he was originally dispatched.

**07.03.01** The Individual Employer shall not assign an Assistant to Engineer to perform the work of an Operating Engineer. The Individual Employer may assign an Operating Engineer to perform the work of an Assistant to Engineer; provided, not currently on the payroll of the Individual Employer shall be laid off or terminated as a result of such an assignment. The foregoing shall not preclude transfers for brief emergency or relief periods, provided a replacement has been requested from the Job Placement Center serving the job or project.

**07.03.02** On building jobs, the Assistant to Engineer may for four (4) hours or less, operate the following equipment: (1) Forklift, (2) Small Rubber-Tired Tractor, (3) Bobcat. Should any assistance be required, it shall be an Employee covered by this Agreement.

**07.04.00 Signals.** The necessity for the use of an Employee to give signals to Employees covered by this Agreement shall be determined by the Individual Employer. When used, he shall be an Assistant to Engineer, or a Registered Apprentice. (Refer to Section 07.10.00.)

**07.05.00** Whenever a person starts, stops or operates pumps over 750 GPM (except automatic electric pumps), compressors over 210 CFM (except automatic electric compressors), welding machines, or generators over 150 KW, he shall be an Employee covered by this Agreement. Any servicing and maintenance of the above equipment regardless of size, including automatic electric pumps and automatic electric compressors, shall be performed by an Employee covered by this Agreement.

**07.05.01 Generators.** Generator/Welder House: one (1) Engineer required.

**07.05.02 Compressors.** On compressor houses, manifold compressors or large single unit compressors (750 CFM or more) in the same location: one (1) Engineer required.

**07.06.00** On any job or project where an Employee is utilized to operate a Forklift (Group 8), or an Individual Employer employs a Heavy Duty Repairman, such Employee(s) may be utilized in lieu of one of the Employees otherwise required by Sections 07.05.00, 07.05.01 Generators and 07.05.02 Compressors. This Section 07.06.00 shall not apply to the required manning on Compressor Houses.

**07.07.00 Field Survey Work.** The classifications herein referred to shall apply only to Employees covered hereby, regularly employed in field survey work, excluding Individual Employer, executive, administrative or supervisory personnel, professional or office engineer personnel, draftsmen, estimators, timekeepers, messengers, guards, clerical help or field office help, and excluding the use of survey instruments normally used by any other employees in the performance of their duties.

**07.07.01** Field survey work shall be that work performed by such Employees in connection with the establishment of control points governing construction operations when performed by the Individual Employer on any type of home, office or commercial building construction. "Control points governing construction operations" shall be defined as such vertical and horizontal controls as must be established in connection with site preparation work before actual construction can get underway.

On commercial, office, or multi-storied buildings, site preparation work in connection with the establishment of control points governing construction operations on locations and elevations of fills, excavations, piles, caisson, and utilities shall be considered to be field survey work.

**07.07.02** On all types of heavy, highway and engineering construction, when the Individual Employer is required by Contracting Authority to furnish his own field survey service or when the Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications set forth in Section 01.00.00.

**07.07.03** For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

**07.07.04** The Union will cooperate with the Individual Employer in the placing of student engineering trainees, so long as it does not materially affect the normal employment of regular Employees.

**07.07.05** When an Instrument Man is required by the Individual Employer to work from drawings, plans or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

**07.07.06** A party consisting of three (3) or more Employees shall include a Chief of Party.

**07.07.07** On a large project using several small parties and having a Chief of Party on the jobsite and in charge of the small parties, each small party shall have an Instrument Man or Chief of Party as one of the members of the small party.

**07.08.00 Warranty.** The maintenance and repair of equipment done at the site of construction, alteration, painting, repair or demolition of a building, structure or other work shall be performed exclusively by an Employee, or by employees covered by a collective bargaining agreement with the Union; provided, however, that if the Individual Employer has a written contract of warranty covering the equipment, work covered by such warranty may be performed at the jobsite for not more than six (6) months from purchase in the case of new equipment, or not more than thirty (30) days from purchase in the case of used equipment by persons not covered by this Agreement who are eligible to register as Class A Operating Engineers, or Class A , under the Job Placement Regulations of this Agreement, and further provided that for non-warranty work or for work performed after the aforementioned six (6) months and thirty-day time periods all maintenance and repair work will be performed under the terms and conditions of this Agreement, except that in the event of a factory modification to be performed on the jobsite, one factory representative shall be excluded

from the foregoing.

**07.08.01** When an Individual Employer, at his discretion, wishes to utilize Employees covered by this Agreement to perform Soils and Materials Testing, such Employee shall be employed in accordance with the applicable classification set forth in Section 01.03.00.

**07.09.00 *Journeyman Training.*** Employees who have been, while unemployed under this Agreement, continuously registered in a California Job Placement Center or other approved Job Placement Center during the previous calendar year (registration during the calendar week following termination shall not break continuous registration) and have not refused three (3) or more dispatches during the previous calendar year and are at the time of application for training registered in a California Job Placement Center:

Training shall take place at an approved training center and such training shall be under the direction of the Operating Engineers Joint Apprenticeship Committee.

Room and board Monday through Friday, except on designated holidays as determined by the Joint Apprenticeship Committee while at the training center and the cost of training shall be paid by the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

**07.09.01** Training shall terminate:

- (1) On Friday following the Employee's attaining two hundred forty (240) hours of training, except that the Employee may be allowed to train eighty (80) additional hours on the approval of the Joint Apprenticeship Committee.
- (2) A shutdown of all or part of the operations of the training center affecting the Employee's training.
- (3) Dispatch by a Job Placement Center to employment under a Collective Bargaining Agreement with the Union.
- (4) In the case of a termination under 2 or 3 above, the Employee shall be eligible for further training subject to 1 above.

**07.09.02** This training program shall be open at such time as the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund Trustees so determine.

**07.09.03** Employees applying for training shall be eligible for training on a first come-first trained basis to the extent of the funds made available by the Affirmative Action Trust and that the training facilities are available.

**07.09.04** Employees requesting training shall make application at a Northern California Operating Engineers' Job Placement Center.

**07.09.05** The Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund Trustees are specifically authorized to modify 07.09.00 through 07.09.04.

**07.10.00 *Registered Apprentices.*** The wages, rates of pay, hours of labor and the other conditions of employment of Registered Apprentices shall be and are governed entirely by the terms and conditions of this Agreement except as modified in 07.10.01 through and including 07.10.13.

**07.10.01** The education, training and disciplining of Registered Apprentices shall be governed by the appropriate Joint Apprenticeship Committee and Standards:

- (1) Operating Engineers Apprenticeship Committee for the 46 Counties of Northern California;
- (2) Northern California Surveyors Joint Apprenticeship Committee.

**07.10.02 *Apprentice Wage Rates.*** The straight-time hourly rate of Operating Engineers Registered Apprentices in the Operating Engineers Apprenticeship Program shall receive the following percentage of the Group 4 rate set forth in Section 01.03.00:

- 1<sup>st</sup> Period Apprentice — 55%
- 2<sup>nd</sup> Period Apprentice — 60%
- 3<sup>rd</sup> Period Apprentice — 65%
- 4<sup>th</sup> Period Apprentice — 70%
- 5<sup>th</sup> Period Apprentice — 85%

The Apprentice wage rate to be calculated at 55% of the Group 4 wage rate shall apply to the one thousand (1,000)

hours of on-the-job training described below (1<sup>st</sup> Period).

**1<sup>st</sup> Period.** The 1<sup>st</sup> Period for the Construction Branches shall consist of twelve hundred (1,200) hours. Two hundred (200) hours of orientation training at a designated training center in the following: Apprenticeship orientation, safety, grade setting, lubrication, general maintenance, and introduction to the following categories: track-type equipment, rubber tire-type equipment, hoisting-type equipment and stationary-type equipment.

One thousand (1,000) hours of the 1<sup>st</sup> Period will be on-the-job training, employed by a participating or contributing Employer.

**1<sup>st</sup> Period Surveyors.** One thousand (1,000) hours of the 1<sup>st</sup> Period will be on-the-job training, employed by a participating or contributing Employer.

The straight-time hourly rate of Surveyors Apprentices shall be:

1st Period — 60% of Chainman-Rodman

2nd Period — 70% of Chainman-Rodman

3rd Period — 80% of Chainman-Rodman

4th Period — 90% of Chainman-Rodman

5th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.

6th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.

7th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.

8th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.

**07.10.03** Applicants selected for Apprenticeship by the Joint Apprenticeship Committee may request evaluation by the appropriate Joint Apprenticeship Committee to receive credit which may be applicable for past experience.

The Joint Apprenticeship Committee may determine through evaluation whether the Apprentice shall be a First through Fifth Period Apprentice and shall be paid the appropriate percentage as set forth in Section 07.10.12.”

Surveyor Apprentices shall be evaluated and receive the wage scale of the proper wage schedule as determined by the application of the proper percentage of the appropriate classification for the period of training and the work performed, all as determined by the NCS-JAC.

**07.10.04** Apprentice manning shall be in conformance with the schedule as set forth in this Agreement.

**A. Private Work:** A qualified Employer shall employ one (1) Apprentice when at least nine (9) Journeymen are regularly employed, and one (1) additional Apprentice for each nine (9) additional Journeyman. The following exempt Employees will not be considered Journeyman Operating Engineers in determining the number of Journeyman Operating Engineers employed for the purposes of this paragraph.

Exempt Employees include:

1. Foremen not operating equipment or working with the tools of the trade and/or Superintendent
2. Assistant Engineers
3. Preferred List Journeymen
4. Journeymen working outside the 46 Counties
5. Employees not Journeymen Operating Engineers (i.e. office employees)
6. Apprentices
7. Journeymen not performing covered work (i.e. training, supplemental related training, Estimators, Exempt Code 7)
8. Owner-Operators

Notwithstanding the other provisions of this paragraph, the Individual Employer shall comply with the California Labor Code when performing publicly-funded work.

**B. PUBLIC WORKS:** On public works projects, the Individual Employer agrees to comply with the State law for apprenticeship manning requirements as provided by the Division of Apprenticeship Standards.

**Ratio 1:1 Public Works:** A qualified employer may employ one (1) apprentice when at least one (1) journeyman is regularly employed and must employ one (1) apprentice for each five (5) journeyman regularly employed.

C. The Joint Apprenticeship Committee established by the parties to this Agreement shall have the responsibility for establishing a referral procedure for Apprentices in conformance with the training standards. The Union shall dispatch all Apprentices in accordance with the procedure established by the Joint Apprenticeship Committee. The cost of dispatching Apprentices shall be borne entirely by the Joint Apprenticeship Trust.

**07.10.05** *Apprentice Manning Non-Compliance.* In the event a Union Representative or Apprentice Coordinator of the Union determines that an Individual Employer currently has no Registered Apprentice(s) employed or less than the number required, the Union Representative or Apprentice Coordinator shall notify the Employer and the Individual Employer in writing of the non-compliance and indicate that the Union has apprentices available for dispatch. The Individual Employer will have ten (10) working days to comply after receipt of notice if the Union has apprentices available for dispatch. The Union Representative or Apprentice Coordinator shall meet with the Individual Employer during the ten (10) working day period. Failure to comply within ten (10) working days shall subject the Individual Employer to a penalty of four hundred dollars (\$400) per work day (from the date written notice was received) for each day of non-compliance, up to a maximum of ten (10) days. Penalties shall be paid to the Operating Engineers' Affirmative Action Trust Fund.

**07.10.06** *Apprentice Manning Oversight Panel.* The parties recognize that some Individual Employers may not be able to provide safe, meaningful training for Apprentices. Further, there may be violations or disputes under these provisions that will require review and action. Therefore, an Apprentice Manning Oversight Panel is established for the purpose of considering the following:

- 1) If safe apprentice training is not available
- 2) If meaningful apprentice training is not available
- 3) Deviations from these apprentice manning provisions
- 4) Interpretations of these apprentice provisions
- 5) Individual Employer compliance
- 6) Individual Employer extensions
- 7) Categorical work-style exemptions (i.e. sweepers, grinders, pumpers, etc)

The Apprentice Manning Oversight Panel shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. A minimum of one (1) Employer representative shall serve on any issue relating to one of its Individual Employers. The Apprentice Manning Oversight Panel shall be empowered with the same powers of resolution provided to a panel convened for grievances with a specific and exclusive focus on apprenticeship manning and dispatch. No employment related matters for individual Employees may be presented to the Oversight Panel. If the Oversight Panel is unable to resolve questions of interpretation or issues other than safe meaningful training, said matters shall be subject to Section 18.00.00 "Provisions Governing Right to Arbitrate." The provisions of this paragraph shall apply to all Employers. All decisions of the Apprentice Manning Oversight Panel shall be in writing and distributed to all Individual Employers.

**07.10.07** When such Registered Apprentice completes the total apprenticeship training, such Registered Apprentice may return as a Journeyman to any Individual Employer for whom he/she has previously worked if the Individual Employer so requests him and if no Journeyman is laid off or replaced by the employment of such Employee. The employment of the Journeyman as outlined above shall be in compliance with the Job Placement Regulations.

**07.10.08** A Registered Apprentice may be assigned (subject to the control of the Joint Apprenticeship Committee) to operate equipment or perform work covered by this Agreement, provided that the Registered Apprentice is under the supervision of a Journeyman. The utilization of Registered Apprentices to operate equipment or perform work shall be in accordance with approved Apprenticeship Standards.

**07.10.09** In the event there are no Assistant to Engineers or Preferred Classification Employees registered or available for work in an Assistant to Engineer classification, a Registered Apprentice shall be dispatched in lieu thereof. However, when so employed, the Registered Apprentice shall receive the applicable Registered Apprentice rate or the applicable Assistant to Engineer rate, whichever is greater; provided, however, a Registered Apprentice being utilized as an Assistant to Engineer is subject to the provisions set forth in Section 04.10.06(b) of the Job Placement Regulations.

**07.10.10 Selection Procedures.** All Apprentice applicants entering the Apprenticeship Program shall be subject to the Selection Procedures in the Apprenticeship Standards of the Joint Apprenticeship Committee for Operating Engineers for the 46 Northern Counties in California.

**07.10.11 Orientation Training.** All Apprentices entering the Apprenticeship program shall receive orientation training at a designated training center pursuant to a curriculum developed by the Joint Apprenticeship Committee. Such participation in the Orientation Training shall be at the discretion of the Joint Apprenticeship Committee.

**07.10.12** The Apprentice manning requirements set forth in 07.10.04 are not mandatory when they apply to permanent plants producing rock, sand and aggregates of all kinds, concrete (excluding cement), asphalt and macadam where such plants are in competition with like plants not covered by the Master Agreement.

**07.10.13.** 1. An Individual Employer, who has employed an apprentice for at least six months during the apprentice's fourth period, shall receive apprentice manning credit for all of the Employee's work for the Individual Employer as a journeyman during the twelve (12) months immediately following the date the Employee obtains journeyman status.

2. An Individual Employer shall receive apprentice manning credit for each hour of an apprentice's Supplemental Related Training ("SRT") increment if the Individual Employer employs the apprentice during three (3) of the six (6) months immediately following the apprentice's SRT increment.

3. All work of an Advanced Apprentice will count as apprentice manning credit for the Individual Employer's apprentice manning obligations under the applicable provisions of this Agreement.

#### **08.00.00 SUPPLEMENTARY WORKING CONDITIONS**

**08.01.00 Tools.** The Individual Employer shall provide on each jobsite a secure place where his Heavy Duty Repairman may keep his tools. If all or any part of a Heavy Duty Repairman's kit of working tools is lost by reason of the failure of the Individual Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry while in the secure place designated by the Individual Employer, the Individual Employer shall reimburse such Heavy Duty Repairman for any such loss from a minimum of one hundred dollars (\$100.00) to a maximum of twenty-five thousand dollars (\$25,000.00). In order to obtain the benefits of this paragraph, a Heavy Duty Repairman must provide the Individual Employer with an inventory of his tools at the time he commences work and updated inventory whenever the Heavy Duty Repairman acquires additional tools.

**08.01.01** Heavy Duty Repairmen shall furnish their own hand tools, but special tools shall be furnished by the Individual Employer as needed, such as: pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, gauges, torches and tips, torque wrenches, twenty-four-inch (24") pipe wrenches or socket wrenches, and sockets requiring over three-quarter-inch (3/4") drive, box-end wrenches over 1" and open-end wrenches over 1". Heavy Duty Repairmen and/or the Registered Apprentices shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five (5) minutes or more than fifteen (15) minutes.

**08.02.00 Transportation.** No Employee covered by this Agreement shall, as a condition of employment, furnish transportation within the jobsite or between jobsites, or from yard to jobsite for transportation of Employees or tools or equipment or for any other purpose.

**08.02.01** When the Individual Employer transports Employees from yard to jobsite, or within jobsite, or to power lines or pipelines, he shall provide safe and suitable transportation.

**08.02.02** When the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, or no parking facilities are provided within a five-minute walk from where the Employees' work is being performed, the Individual Employer shall transport the Employees to and from where the Employees' work is to be performed, and such transport shall be one-half on the Individual Employer's time and one-half on the Employees' time.

**08.02.03** Where free parking is not available, parking places or parking facilities will be provided by the Individual Employer for the Employees at no cost to the Employees. If the Employee must pay for parking the Individual Employer shall reimburse the Employee for each parking expenditure; provided, however, the Individual Employer may require the submission of dated and signed receipts. Such receipts may be turned in weekly or on termination of employment whichever is sooner.



**08.02.04** The transportation, by means of its own power, of equipment and the loading and unloading of equipment of the type or kind operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

**08.03.00 Facilities.** The Individual Employer agrees to furnish suitable shelter and protection to protect the Employees from falling material and from the elements (including, but not limited to, dust, heat, rain and cold).

**08.03.01** On all jobs, clean drinking facilities and cool water shall be provided the Employees by the Individual Employer.

**08.03.02** Suitable, adequate and sanitary toilet facilities shall be provided on all jobs.

**08.04.00 Employee Bonds.** No Employee shall be required by Employer or any Individual Employer to deposit a cash bond with the Employer or the Individual Employer or any other person. In the event that a surety bond is so required, the Employer or the Individual Employer shall pay the premium upon said bond.

**09.00.00 SERVICING OTHER CRAFTS**

**09.01.00** Employees on a particular project and assigned to work with a craft or crafts temporarily shall not be entitled to any of the conditions of the craft or crafts. "Temporarily" shall be interpreted as meaning any work performed in a single day of four (4) hours or less.

**09.02.00** When Employees covered by this Agreement are employed on a job or project where another craft or crafts work a shorter day or shorter week, such Employees affected shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

**09.03.00** When Employees perform work covered by this Agreement in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

**09.04.00** Combination mixer and compressor operator on gunite work shall be classed as servicing a Specialty craft or crafts.

**10.00.00 ADDITIONAL RESPONSIBILITY**

**10.01.00 Working Leadman.** When an Individual Employer employs more than one (1) Heavy Duty Repairman and less than five (5) Heavy Duty Repairmen on any shift, and if a Heavy Duty Master Mechanic or Heavy Duty Repairman Foreman is not employed on such shift, then in lieu of such supervision one (1) Heavy Duty Repairman shall be a working Leadman and his straight-time hourly wage rate shall be that of Group 4, set out in Section 01.03.00 plus fifty cents (\$.50) per hour.

**10.02.00 Payment of Wages.** Each Employee shall be paid his wages in full each week promptly after the close of his shift on payday and on the jobsite. The wages of Employees, who are terminated, shall be due and payable in full at the time of termination. Employees quitting or resigning shall be paid in accordance with the laws of the State of California. Accompanying each payment of wages shall be a separate statement identifying the Individual Employer, and showing the total earnings, the amount of each deduction, the purpose thereof and net earnings.

**10.02.01** Habitual violations of this Section will subject the Individual Employer to penalties as may be determined by the Board of Adjustment.

**10.03.00 Work at More Than One Rate.** If more than one (1) straight-time hourly rate is applicable to the work performed by an Employee during his regular shift or on overtime, his pay shall be computed at the highest straight-time hourly rate, or overtime as the case may be, applicable to the work, equipment, area, location and classification for the full shift and for all the overtime due in any workday, Saturday, Sunday or holiday, provided, however, that the Employee works a minimum of two (2) hours at the higher straight-time hourly rate of pay.

**10.03.01** No Employee receiving a higher rate of pay or better conditions by reason of an existing contract with another employer association or Employer and the Union shall suffer a reduction of pay or loss of conditions by reason of the execution of this Agreement.

**10.03.02** No Employee receiving a higher rate of pay or better conditions by reason of an existing contract with another employer association or Employer and the Union shall suffer a reduction of pay or loss of conditions by reason of such association becoming an Employer or his Employer becoming an Individual Employer and the Employee becoming an Employee hereunder.

**11.00.00 SUBSISTENCE AND TRAVEL, RENTED EQUIPMENT**

**11.01.00** On any job, location or project located more than thirty-five (35) miles from the permanent yard of the Individual Employer, Operating Engineers employed by an Individual Employer who is regularly engaged in the business of renting hoisting equipment (except cranes), gradalls, truck-mounted pavement breakers, or truck-mounted earth augers, on a fully operated basis, shall receive in addition to their regular and overtime wages a daily subsistence as follows:

Effective June 16, 1998 — \$20.00

**11.01.01** Any crane rental work to be performed on a fully operated basis shall be performed under the wage rates, fringe benefit rates and all other terms and conditions of the existing Master Agreement for Equipment Rental.

**11.01.02** Within thirty (30) days of the execution of this Agreement, any such Individual Employer having more than one (1) yard shall notify the Union, in writing, of the location of his permanent yard, or permanent yards. Such locations can be changed once each year by giving written notice to the Union. Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act.

**11.01.03** No subsistence shall be paid on any job when the Employee's time starts and ends at the Individual Employer's permanent yard without any break in compensable hours except for meal periods.

**11.02.00** On jobs on which an Employee does not receive subsistence, the understanding of the undersigned parties is as follows:

**11.02.01** An Employee shall not receive travel time or travel expense except under 11.03.00 and 11.04.00 below.

**11.03.00 Travel Expense.** Where the Employee is transported on the Individual Employer's equipment, travel expense shall not be due.

**11.03.01** Travel expense will be paid when moving cranes from yard to job, job to yard and job to job when crane is not returned to its original starting point at the end of the day, and when the Employee receives travel time under.

**11.03.02** Travel expense, when due an Employee furnishing his own transportation shall be paid at the rate of twenty-five cents (\$.25) per mile and the Individual Employer shall also pay bridge, ferry or toll fares involved, provided that no Employee shall be required to furnish the means of transportation as a condition of employment.

**11.04.00 Travel Time.** On any day on which an Employee is required to report to the yard, the Employee's time will start at the yard. On any day on which the Individual Employer requires an Employee to return to the yard and when, absent a pre-arrangement to cover transportation under 11.03.01, an Employee is required to report to the yard on that date, an Employee's time will end at the yard.

**12.00.00 FRINGE BENEFITS**

**12.01.00 General Provisions.** The Individual Employer will make the following payments for each hour worked or paid each Employee by an Individual Employer covered by this Agreement. Such payments shall be paid by each Individual Employer by the due date specified in Section 12.01.02.

**12.01.01 Determination of Delinquencies.** Any Individual Employer shall be considered delinquent if late payment or underpayment occurs whether because it (a) fails to submit a contribution report form with the full contribution by the delinquent date specified in Section 12.01.02, or (b) fails to submit contributions on behalf of all employees for whom contributions are required under its contribution agreement, or (c) fails to properly compute the contributions according to the applicable contributions formula, or (d) otherwise fails to meet its obligations to the Trust Funds.

**12.01.02 Due Date and Delinquent Date.** The due date for Individual Employer contributions is the 15<sup>th</sup> day of the month immediately following the month for which work was performed or paid. The delinquent date is the 26<sup>th</sup> day of the month immediately following the month for which work was performed or paid for unpaid contributions not received by the 25<sup>th</sup> day of the month.

**12.01.03 Place and Manner of Payment.** All Individual Employer payments shall be made in Alameda, California, or such other location as may be designated by the Trust Funds. All such payments shall be made in the manner provided by the applicable Trust Agreement creating a Trust Fund, or if not a Trust Fund, in the manner provided for in this Agreement. Each Individual Employer is bound by all the terms and conditions of each Trust Fund's Trust Agreement and any amendment thereto whether adopted before or after this Agreement, all of which documents are incorporated herein by reference.

**12.01.04 Examination of Records.** The Union or the Trust Funds, or their agents or accountants may require the Individual Employer to submit to them for examination, any information relevant to the administration of the Trust Funds, to confirm the Individual Employer's reporting compliance, and the Individual Employer must submit such information pursuant to the terms of the Trust Agreements incorporated herein. If more than minor underpayments are found due on audit, the Individual Employer shall reimburse the Trust Funds, upon demand of the Trust Funds, the costs of said examination in addition to any other obligations it may have hereunder. Minor underpayments shall be defined as 10 % of the proper contributions for the period tested

**12.02.00 Health and Welfare and Sick Benefits.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California according to the following schedule:

Effective June 29, 2009 — Seven dollars and ninety-three cents (\$7.93) per hour

Effective July 1, 2010 — Eight dollars and fifty-eight cents (\$8.58) per hour

Effective June 27, 2011 — Nine dollars and forty-four cents (\$9.44) per hour (\*)

Effective June 25, 2012 — Ten dollars and thirty-nine cents (\$10.39) per hour (\*)

(\*) For the years 2011 and 2012, if the amount provided is more than sufficient to fund the Health & Welfare, the balance may be allocated by the Members.

Effective July 1, 2010, two cents (\$.02) of the eight dollars and fifty-eight cents (\$8.58) shall be paid to Addiction Recovery Program, Inc. ("ARP"). This payment shall be in addition to money the Health and Welfare Fund currently provides ARP.

**12.02.01** If a National Health Act or State Health Care Act is enacted, the parties shall meet to eliminate any duplicate benefits and duplicate cost to the Individual Employer. If the Individual Employer's total benefit cost for providing Health and Welfare benefits to Employees is reduced because of a change in the law, the Union shall allocate the savings portion of the hourly Operating Engineers' Health & Welfare Fund contribution rate, as determined by the Board of Trustees, to the Operating Engineers' Pension Trust Fund for purposes of funding any liabilities.

**12.03.00 Pensioned Health and Welfare.** Each Individual Employer covered by this Agreement shall pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

Effective June 26, 2006 — Two dollar and fourteen cents (\$2.14) per hour

**12.04.00 Pension.** To fund the Pension Plan for the Pension Trust Fund for Operating Engineers, each Individual Employer covered by this Agreement shall pay into the Pension Trust Fund for Operating Engineers, according to the following schedule:

Effective June 29, 2009 — Seven dollars (\$7.00) per hour

Effective July 1, 2010 — Seven dollars and sixty-three cents (\$7.63) per hour

Effective June 27, 2011 — Eight dollars and twenty-six cents (\$8.26) per hour

Effective June 25, 2012 — Eight dollars and eighty-nine cents (\$8.89) per hour

The parties agree that sufficient contributions will be made available from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the Pension Board of Trustees

pursuant to the Pension Protection Act of 2006 and the Union will select an option (Schedule) in the Pension's Funding Improvement Plan. Additional monies required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits.

**12.04.01** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule for Apprentices:

Effective June 29, 2009 1<sup>st</sup> Period thru 5<sup>th</sup> Period — Five dollars and forty cents (\$5.40) per hour

Effective July 1, 2010 1<sup>st</sup> Period thru 5<sup>th</sup> Period — Six dollars and three cents (\$6.03) per hour

Effective June 27, 2011 1<sup>st</sup> Period thru 5<sup>th</sup> Period — Six dollars and sixty-six cents (\$6.66) per hour (\*)

Effective June 25, 2012 1<sup>st</sup> Period thru 5<sup>th</sup> Period — Seven dollars and twenty-nine cents (\$7.29) per hour (\*)

(\*) For the years 2011 and 2012, if the amount provided is more than sufficient to fund the Pension, the balance may be allocated by the Members.

**12.04.02** The Pension Plan is and has been a defined benefit pension plan.

**12.05.00 Affirmative Action Training Fund.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund according to the following schedule:

Effective June 25, 2001 – Sixty-two cents (\$.62) per hour

In addition to the above, the Individual Employer shall pay one dollar (\$1.00) per hour for each hour worked or paid each Registered Apprentice into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

**12.06.00 Vacation and Holiday Pay.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Vacation and Holiday Pay according to the following schedule:

Effective June 29, 2009 — Three dollars and sixty cents (\$3.60) per hour

Effective July 1, 2010 — Three dollars and sixty-three cents (\$3.63) per hour

Effective June 27, 2011 — Three dollars and sixty-six cents (\$3.66) per hour

Effective June 25, 2012 — Three dollars and seventy cents (\$3.70) per hour

**Registered Apprentices.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Vacation Holiday and Pay for Apprentices according to the following schedule:

Effective June 29, 2009 — Three dollars and ten cents (\$3.10) per hour

Effective July 1, 2010 — Three dollars and thirteen cents (\$3.13) per hour

Effective June 27, 2011 — Three dollars and sixteen cents (\$3.16) per hour

Effective June 25, 2012 — Three dollars and twenty cents (\$3.20) per hour

**12.06.01** Such payments shall be made at Alameda, California, in accordance with and in the manner as provided in Section 23.00.00.

**12.06.02 IUOE/PAC.** The Employees may voluntarily authorize in writing that a portion of said payments be made to the Political Action Committees established by Operating Engineers Local 3 and/or by the International Union of Operating Engineers.

**12.07.00 Annuity Fund.** To fund the Operating Engineers Annuity Plan, each Individual Employer covered by this Agreement shall pay into the Pension Trust Fund for Operating Engineers, according to the following schedule:

Effective June 25, 2001 — Forty cents (\$.40) per hour

**12.07.01** The Annuity Plan is and has been a defined contribution pension plan.

**12.08.00** *Contract Administration Fund.* Each Individual Employer covered by this Agreement shall pay into the Contract Administration Fund according to the following schedule:

**AGC**

Effective December 28, 1998 — Eight cents (\$.08) per hour

**AECE**

Effective September 1, 1998 — Seven cents (\$.07) per hour\*

\*Individual Employers shall make the payments set forth in Section 12.08.00 directly to the Employer through its monthly manhour dues billing

**EUCA**

Effective June 29, 1998 — Ten cents (\$.10) per hour  
(*Engineering and Utility Contractors Association Industry Promotion Fund*)

Effective September 1, 1998 — Three cents (\$.03) per hour

**UMIC**

Effective December 28, 1998 — Seven cents (\$.07) per hour

**Short Form Employers**

Effective December 28, 1998 — Four cents (\$.04) per hour

**12.08.01** Such monies provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including Section 18.00.00, for the industry.

**12.09.00** *Industry Stabilization Fund.* Each Individual Employer covered by this Agreement shall pay into the Industry Stabilization Fund according to the following schedule:

Effective June 29, 1998 — Six cents (\$.06) per hour

**12.09.01** Such monies shall be utilized to enhance the enforcement of prevailing wage laws through The Foundation for Fair Contracting within the geographic area covered by this Agreement.

**12.10.00** *Job Placement Center and Market Area Committee Administration Market Preservation Fund.* Each Individual Employer covered by this Agreement shall pay into the Job Placement Center and Market Area Committee Administration Market Preservation Fund according to the following schedule:

Effective June 24, 2002 — Eleven cents (\$.11) per hour

**12.11.00** *Business Development Fund.* Each Individual Employer covered by this Agreement shall pay into the Business Development Trust Fund according to the following schedule:

**AGC**

Effective June 29, 1998 — Eight cents (\$.08) per hour

**AECE**

Effective September 1, 1998 — Eight cents (\$.08) per hour

**EUCA**

Effective September 1, 1998 — Nine cents (\$.09) per hour

**UMIC**

Effective June 29, 1998 — Nine cents (\$.09) per hour

**Short Form Employers**

Effective June 16, 1998 — Twelve cents (\$.12) per hour

**12.11.01** Such monies shall be utilized to maintain and increase signatory contractors' market share and to develop new markets. [Note: These monies are distributed to the California Alliance for Jobs and/or the Construction Industry Force Account Committee and/or Foundation for Fair Contracting on a proportionate basis according to each Association.]

**12.11.02 Heavy & Highway Committee.** The Employer shall contribute one cent (\$.01) per hour to the Heavy and Highway Committee effective January 1, 2001.

**12.12.00 Supplemental Dues.** Effective for all work performed on and after July 1, 2010, it is agreed that upon written authorization, provided by the Union, as required by law, the amount designated by the Union shall be deducted from the Vacation and Holiday Pay of each Employee and remitted directly to the Union. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee, as specified in the provisions of Section 04.02.00, Union Security, of this Agreement. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

**12.12.01** The Union shall exonerate, reimburse and hold harmless the Employer, each Individual Employer, and their respective officers, directors, agents, and employees, individually and collectively, against any and all liabilities and reasonable expenses arising out of the payment, receipt or a distribution of the amounts designated by the Union.

**12.12.02 Operating Engineers Retiree Supplemental Benefit Plan**

**12.12.03** It is understood and agreed to by the Employers and the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers that a new joint labor-management trust fund will be established during the term of the current 2010 Master Labor Agreement for purposes of providing eligible retirees with supplemental benefit checks only, which shall not be associated with or be a basis of funding for the Pension or Health and Welfare Plans.

**12.12.04** It is also further understood and agreed by the parties that this Plan is an Employee welfare benefit plan and that this Plan will be funded out of the Union membership's designated wage allocation as determined by the Union. It is the intent of the parties that the maximum total funding for this plan shall not exceed fifteen cents (\$.15) per year during the term of this Agreement or any future agreement, unless expressly agreed to by the parties in writing.

**12.12.05** It is also agreed to by the parties that no monies shall be allocated to this newly established fund until such time as the pension fund reaches a ninety percent (90%) funded level, which has been verified by the Pension Fund actuary.

**12.13.00 Delinquencies.** Insofar as payments by Individual Employers into the Trust Funds are concerned, time is of the essence. The parties recognize and acknowledge that the regular and prompt payment of amounts due to the Trust Funds by Individual Employers is essential to the efficient and fair administration of the Trust Funds and the maintenance of plan benefits, and that the Boards of Trustees of the Trust Funds have established a reasonable, diligent, and systematic collection process. If Individual Employers do not make timely payments, the Trust Funds lose the investment return they should have received, and incur additional administrative expense in the form of letters, telephone calls, and other collection expenses. In addition, the Trust Funds incur additional management expense by reason of time necessary to oversee the collection process by the Board of Trustees, Executive Director, and others. The Trust Funds are also delayed or prevented from processing claims by employees for benefits under the plan. The Trust Funds' collection expenses, and inability to pay benefits constitute damages arising from an Individual Employer's default in making payments, and these damages cannot be allowed to deplete the contributions promptly paid by other Individual Employers.

**12.13.01 Liquidated Damages.** It would be extremely difficult and impractical to fix the actual expense and damage to the Funds for each Individual Employer's default. Therefore, the amount of liquidated damages to the Trust Funds resulting from any Individual Employer's default, over and above attorneys' fees, audit fees and interest for delinquent contributions, shall be 10% of the unpaid contributions as of the delinquent date. However, if a lawsuit to collect delinquent contributions has been filed, the amount of liquidated damages on the unpaid contributions shall be increased to an amount equal to the greater of 20% of the unpaid contributions, or interest on the amount of the unpaid

contributions from the delinquent date until the dates they are paid in full, at the rate referred to in Section 12.13.02 below.

**12.13.02 Interest.** Unpaid contributions shall accrue late interest charges from the delinquent date until paid, at the rate of 10% per year simple interest beginning on the delinquent date. The Boards of Trustees of the Trust Funds may from time to time establish such other rates as they deem appropriate, in accordance with the Trust Agreements.

**12.13.03 Installments.** In addition, if a delinquent Individual Employer agrees to pay its delinquency in installments and fails to make such payments in the amount and at the time and place agreed, it is agreed that the amount of damage to each Trust Fund resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such Trust Fund, the sum of the unpaid installment due and unpaid to each such Trust Fund, for each such failure to pay in full within the time provided, which amount shall become due and payable to each such Trust Fund in Alameda, California, or at the place and time otherwise directed by the Trust Funds. The unpaid installment shall bear interest at the rate of ten percent (10%) per annum until paid.

**12.13.04 Special Rules for Repeated Delinquencies.** The Trust Funds may, in the event of repeated delinquencies by the same Individual Employer, make special rules applicable to the due date of said Individual Employer's contributions and may require the Individual Employer to post a bond or other security against further delinquencies; or to increase an existing bond or security for that purpose.

**12.13.05 Settlements.** Liquidated damages and late interest charges on unpaid contributions may be waived or compromised under appropriate circumstances pursuant to the delinquency collection procedures established for the Trust Funds.

**12.13.06 Collection Expenses.** If any Individual Employer defaults in the making of such payments and if either the Union, the Trust Funds or the Plan, or any of them, consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of the Employer who is in default all reasonable expenses incurred by the Union and the Trust Funds in the collection of same, including but not limited to, reasonable attorneys' fees, auditors' and accountants' fees, court costs and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

**12.13.07 Special Rules.** When a contributing Individual Employer has been assessed liquidated damages and interest for a period of two (2) late months during any twelve (12) consecutive month period, upon the occurrence of the second (2nd) assessment, and subject to subsection (e) below, the Individual Employer will promptly be notified (with copies to the Local Union and the Employer) that if said Individual Employer becomes delinquent again and is assessed liquidated damages and interest during any of the succeeding twelve(12)-month period, he will be subject to the following rules:

(a) The Individual Employer shall be audited in order to determine compliance with the provisions of this Section 12.00.00 and/or the Trust Fund Documents.

(b) The Individual Employer shall be required to provide the Trust Funds with a cash deposit or bond equal to the sum of the three (3) highest months' contributions made in the immediate preceding twelve(12)-month period, or such lesser sum as the Delinquency Committee deems appropriate.

(c) The Individual Employer's due and delinquent date shall be the 15th day of the month.

(d) Once these special rules have been applied to an Individual Employer, they shall remain in effect for at least twelve (12) months. At the end of this period, the Individual Employer may petition the Board to terminate these special rules and release the cash deposit or bond; this may be allowed only if the Individual Employer has been current in his reports and contributions for each and every month during the preceding twelve (12) -month period and the Board is otherwise satisfied that there will be no further delinquencies.

(e) The foregoing rules shall not actually be applied to any Individual Employer until the Delinquency Committee has been advised at a meeting that they have become applicable (or will become applicable if another delinquency occurs). The Delinquency Committee may then, upon its own motion or upon the Individual Employer's request, waive any of the above rules, in whole or in part, for reasonable cause. If the Delinquency Committee has been so advised and has not

waived these rules or any of them, the rules will be applied by the Trust Funds.

**12.13.08 California Law.** The parties recognize and agree:

(a) that the references to fringe benefits in Sections 7071.5 and 7071.11 of the California Business and Professions Code include payments for fringe benefits and vacation and holiday pay as described in this Agreement and Trust Agreements creating each Trust;

(b) that said payments are for the benefit of the Employees of each Individual Employer covered by this Agreement, and that the failure of an Individual Employer to make said payments, in the manner and at the time prescribed, causes damage to all Employees, including the Employees of the Individual Employer in default, in the amount of the unpaid fringe benefits and vacation and holiday pay as well as the liquidated damages established herein, interest, and any attorneys' and accountants' fees which the Union, the Trusts, or the Plan, or any of them, may incur with respect to said default;

(c) that the Union, the Trusts or the Plan, or any of them, may bring a claim or legal action against the Individual Employer's license bond on behalf of an Employee or Employees covered by this Agreement.

**12.14.00 Security for Payments.** Each Individual Employer delinquent one (1) or more months in making the payments set forth in Section 12.00.00 shall be notified of such delinquency in writing by the Fund Manager of the Trust Funds. Copies of such notices shall be sent to the Employer and to the Union.

**12.14.01 Notice.** Each such delinquent Individual Employer shall within five (5) days of the receipt of such written notice pay the delinquent amount in full or make other suitable arrangements acceptable to the Delinquency Committee of the Trust Funds for payment. Such amounts owing are to be determined by the Fund Manager of the various Funds. The Fund Manager shall notify the Employer of any such arrangements which may be made by the Delinquency Committee with the Individual Employer.

**12.14.02 Failure to Pay.** If an Individual Employer fails to pay the delinquencies as determined by the Fund Manager in the time provided in 12.14.01, or fails to make other suitable arrangements for payment acceptable to the Trust Funds, it shall not be a violation of this Agreement so long as such delinquency continues, for the Union to withdraw the Employees who are subject hereto from the performance of any work for such Individual 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 any Individual Employer shall be withdrawn pursuant to any similar clause in any agreement between the Individual Employer and any other labor organization, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

**12.14.03 Withdrawn Employees.** 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 has been so withdrawn or refused to perform any work.

### **13.00.00 STEEL FABRICATING AND ERECTING WORK**

Manning under this Section 13.00.00 shall be as provided in Section 07.00.00, "MANNING," except tank erection work or structural steel work which shall be manned as provided in this Section 13.00.00 and 01.03.02. Employees performing work in classifications not set forth in Section 01.03.02 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the main body of this Agreement excluding this Section 13.00.00.

**13.01.00** Only Employees manning hoisting equipment working four (4) hours or more in support of a crew or crews consisting of four (4) men or more of the crafts listed below shall be covered by and under this Section 13.00.00:

- (1) International Association of Bridge, Structural and Ornamental Iron Workers Union,
- (2) International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers,
- (3) United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States



and Canada,

(4) International Brotherhood of Electrical Workers.

**13.01.01** This Section 13.00.00 shall cover all work of the Individual Employer in the geographical area as described in 02.07.00 of this Agreement and the classifications set forth in this Section and any new classifications added under Section 20.00.00 of this Agreement in Northern California. If Individual Employers perform work covered by this Section 13.00.00 in the State of Hawaii, such work shall be covered by this Section.

**13.01.02** The provisions of this Section 13.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision shall control.

**13.02.00 Coverage.** This Section 13.00.00 shall cover and apply only to hoisting work performed and power-operated equipment customarily operated by the Union in conjunction with the crews of the International Association of Bridge, Structural and Ornamental Iron Workers Union, with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers; or with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, or with the International Brotherhood of Electrical Workers.

**13.03.00 Wages and Classifications.** Employees performing work covered by this Section 13.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.02 including such additions as may be made in accordance with Section 20.00.00 of this Agreement.

**13.04.00 Fringe Benefits.** Fringe benefits applicable to Employees working under the provisions of this Section shall be the same as those set forth in Section 12.00.00 of this Agreement.

**13.05.00 Working Rules.** Except as provided hereunder, the Working Rules applicable to this Section 13.00.00 shall be in accordance with Section 06.00.00 of this Agreement.

**13.05.01 Reckoning of Time.** The straight time of an Employee shall be reckoned by the shift in the following instances:

- (1) During the Employee's first (1st) calendar week of employment.
- (2) During the week the work covered by this Agreement is completed. A break in such work of five (5) or more days excluding Saturdays, Sundays or holidays, shall be considered the same as a completion of such work.
- (3) If work is shut down by the Contracting Authority; by any Governmental agency having authority to suspend the work; by lack of fuel, power or water, or by reason of strike or if the crew they are servicing does not appear for work when work is available and such fact or facts is or are confirmed by the Contracting Authority in writing.

**13.05.02** Employee(s) manning hoisting equipment, including Forklifts and Ross Carriers under the terms of this Section shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid, except in a week in which there is inclement weather, and except as otherwise provided in this paragraph. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight-time rate. This guarantee shall not apply to re-bar work or on jobs under fifty (50) tons. In any week in which an overtime holiday falls, the straight time shall be reduced by the number of overtime holidays falling within the week. Any time worked on such holiday shall be in addition to the straight-time workdays in the week in which the holiday falls. A break in the continuity of employment of three (3) days or less excluding Saturdays, Sundays or holidays, shall not result in an Employee being returned to a first week of employment status.

**13.05.03** The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m. at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

**13.05.04** When there is a single welding machine on the job and no Hoisting Engineer is employed, no Engineer shall be required to maintain and service such single welding machine. When there is a single welding machine on the job and a Hoisting Engineer is employed, such Engineer shall receive one (1) hour additional at the applicable overtime rate of pay for servicing and maintaining such welding machine, provided such servicing work is performed outside the regular shift.

**13.05.05** When the number of Operating Engineers (excluding Assistant to Engineers) employed by the Individual Employer on a job or project exceeds ten (10), an Operating Engineer Master Mechanic, who may operate equipment in emergencies, shall be employed.

**13.05.06** On structural steel or tank erection, an Operating Engineer shall operate, maintain and service gasoline- or diesel-driven welding machines when the welding is being performed by another craft being supported by the Union.

**13.05.07** On all types of construction, when Individual Employer is required by Contracting Authority to furnish his own field survey or when Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications herein mentioned.

**13.05.08** When an Instrument Man is required by the Individual Employer to work from drawings, plans, or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

**13.05.09** For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

**13.05.10** *Overtime.* Employees employed on all work performed under this Section 13.00.00 shall receive time and one-half (1-1/2) for the first two (2) hours over eight (8) up to and including ten (10) hours, Monday through Friday, and time and one-half (1-1/2) for the first eight (8) hours on Saturdays (except where the Operating Engineer is servicing a craft receiving double [2] time, then the Operating Engineer shall receive double [2] time). Double (2) time shall be paid for all hours over ten (10) Monday through Friday, and over eight (8) hours on Saturdays, Sundays and holidays shall be double (2) time.

**13.05.11** When Employees covered by this Section are employed to service another craft or crafts that work a shorter day or shorter week, such Employees shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

**13.05.12** When Employees perform work covered by this Section in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

**13.06.00** *Subsistence, Travel Time, Travel Expenses.* Employees covered by this Section 13.00.00 shall be compensated at the rate of twenty dollars (\$20.00) per each workday as subsistence pay (in addition to their regular compensation) when employed on any job more than thirty-five (35) road miles by the shortest normally traveled route from the Employee's "basing point". The Employee's "basing point" shall be the Job Placement Center (i.e., which has historically been servicing the area where the job or project is located), provided that when an Employee is transferred to a job or project his "basing point" shall be the permanent yard or shop of the Individual Employer to which such Employee is regularly assigned, and provided further that when an Employee is terminated or quits from the employ of the Individual Employer and is rehired by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, then the permanent yard or shop of the Individual Employer to which such Employee was regularly assigned when he was terminated or quit shall be considered such Employee's "basing point". Such compensation shall be paid for the duration of the job.

**13.06.01** Within thirty (30) days of the execution of this Agreement any Individual Employer having more than one (1) yard or shop within the area covered by this Section shall notify the Union in writing of which locations are to be deemed "permanent" under the foregoing, and similarly, upon establishing his first such yard or shop. Such locations can be changed once each year by giving written notice to the Union.

**13.06.02** It is understood that a day is a working day if the Employee is required by the Individual Employer to report to the jobsite and is prevented from working due to conditions beyond said Individual Employer's control. (Example: rainy days, or days when steel is not available, etc.)

**13.06.03** On Saturday, Sunday and holidays, when work is not performed on these days, no such expenses will be paid, except as provided in 13.06.02.

**13.06.04** When a job is of one (1) day's duration and the Employee is paid (or furnished) transportation and is paid his total travel time to and from the yard or shop and the job he shall not, in addition, be paid subsistence.

**13.06.05** *Travel Time.* On jobs not subject to 13.06.00, an Employee shall not receive travel time unless he is engaged in equipment transportation. On such jobs, unless transportation is made available to the Employee or the

Employee is paid travel expense for the first and last day, an Employee's time shall begin and end at the yard or shop.

**13.06.06** On jobs subject to 13.06.00, travel time, at the rate of thirty-five (35) miles per hour from the first day of employment there, and for returning from the job on the day employment there terminates, provided that all travel time, except equipment transportation, which by the direction of the Individual Employer is performed during overtime hours, shall be computed at straight time.

**13.06.07 *Travel Expense.*** Where the Employee is transported to and/or from the job on equipment furnished by the Individual Employer, travel expense shall not be due.

**13.06.08** On jobs subject to 13.06.00, Employees shall be paid travel expense from the yard or shop to job and return on the first and last days of employment there, respectively in accordance with the current IRS rate per mile, and the Individual Employer shall also pay any bridge, ferry or toll fares involved.

**13.06.09 *Payment of Subsistence, Travel Time and Travel Expense.*** An Employee shall be paid (when due under 13.06.00 of this Section 13.00.00) subsistence, travel time, and transportation expense on each separate job; provided that, in the cases of Employees who are "transferred" or "terminated or quit and rehired" by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, the distances applicable in the case of travel time and travel expense shall be those from the last job to the next (rather than between yard or shop and job).

**13.06.10** Travel time and travel pay shall be due "going and returning" only in the case of Employees who work to the completion of the job or who are terminated by the Individual Employer. An Employee who quits the job prior to its completion shall be due neither travel time nor travel expense for "returning".

**13.06.11** Subsistence, travel time, and travel expense (when due under 13.06.00) shall be paid by separate check, weekly, and the Employee shall be furnished with a sufficient statement thereof.

#### **14.00.00 *PILEDIVING***

**14.01.00** Employees working in conjunction with a crew (a crew shall consist of four [4] workers of whom one [1] shall be a Foreman) of Piledrivers and four (4) hours or more on any shift shall be covered by and under the provisions of Section 14.00.00. In addition, if any crew in any Agreement the Employer is a party to, or becomes a party to, is reduced below four (4) workers, this Section 14.00.00 shall also apply.

**14.01.01** The provisions of this Section 14.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

**14.01.02 *Work Covered.*** The operation, repair and maintenance of engines and machinery and the operation of deck engines in connection with piledrivers and derrick barges engaged in the following work shall be performed by Employees working under this Agreement:

- (1) The driving by steam, electric, hydraulic, drop hammer, bodine hammer, or any other device used, staying, capping, pulling and cutting off of all pre-cast concrete piles, pile jackets, composite piles, cast-in-place piles, and any and all pre-cast structural shapes and units, the setting of which is performed with power equipment or piledriving and setting equipment.
- (2) The placing, framing, driving (by steam, hydraulic, electric, drop hammer, bodine hammer or any other device used), fastening, capping and pulling of piling of every kind.
- (3) The construction of wharves, decks, trestles, viaducts, bridges and similar structures, up to and including the decks thereof. The construction of substructures of underpasses, subways, overhead crossings, pre-cast bulkheads, and other similar structures where piledriving or other derrick equipment or other power-operated equipment customarily operated by the Union is used. The building of ferry slips, cofferdams, open cribs, caissons, dry docks and marine railways and in the construction and erection of towers, bunkers and other similar structures necessary for the completion of the above-mentioned projects.
- (4) The moving and placing of heavy machinery, boilers, tanks, guns and similar masses when and where hoisting and portable equipment is used. This work shall be done, when necessary and expedient, in conjunction with machinery mechanics from other crafts.

(5) The wrecking and dismantling of all structures covered by (1) through (4).

**14.01.03 Wages and Classifications.** Employees performing work covered by this Section 14.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.03 including such additions as may be made in accordance with Section 20.00.00 of this Agreement. Employees performing operation, maintenance and repair of equipment not set forth by classification in Section 01.03.03 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the applicable Sections outside of this Section 14.00.00.

**14.01.04 Fringe Benefits.** Benefits applicable to Employees working under the provisions of this Section 14.00.00 shall be the same as those set forth in Section 12.00.00 of this Agreement.

**14.02.00 Working Rules.** Except as provided hereunder the Working Rules applicable to this Section 14.00.00 shall be in accordance with Section 06.00.00 of the main body of the Agreement.

**14.02.01 Minimum Hours.**

(1) The straight time of an Employee shall be reckoned by the shift in the following instances:

- (a) During the Employee's first (1st) calendar week of employment
- (b) During the week the job is completed
- (c) If an Employee quits or is discharged for cause
- (d) If work is shut down by written order of the Contracting Authority
- (e) If work is shut down by lack of materials

(2) In the event there is a major mechanical breakdown (i.e., Employees directly affected by such breakdown), Employees shall be paid not less than four (4) hours at the applicable rate for work performed and any time thereafter shall be reckoned by the hour.

**14.02.02** Employees working with piledriving crews and Employees working as Heavy Duty Repairmen working on maintenance and/or repair of piledriving equipment shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid except in a week in which there is inclement weather, and except as otherwise provided in this paragraph. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight-time rate. In any week in which an overtime holiday falls, the straight time shall be reduced by the number of overtime holidays falling within the week. Any time worked on such holiday shall be in addition to the straight-time workdays in the week in which the holiday falls. A break in the continuity of employment of three (3) days or less shall not result in an Employee being returned to a first week of employment status.

**14.02.03** An Employee whose time is reckoned under this Section 14.02.00 who is late for work, or who is absent from work, shall have his straight time reduced by the hours he is late or absent.

**14.02.04 Report Pay.** Where an Employee during his first (1st) and last week of employment reports for work on his shift or at the time he is requested to report, and there is no work provided by the Individual Employer, he shall be paid two (2) hours' show-up time, at the rate applicable on that date; however, he shall be required to remain on the jobsite for two (2) hours pending abatement of inclement weather unless sent home earlier by the Individual Employer. In the event that work is started, time shall be reckoned as provided in 14.02.01 of this Section. If work is to be suspended for any reason the Employee shall be notified at least two (2) hours before being required to report to work. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number.

**14.02.05** The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m., Standard Time, at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

**14.02.06 Tide Work.** When an Employee or Employees are called out to work tide work, the minimum pay for such work shall be eight (8) hours at regular straight time. In computing time to be paid for under this provision, each hour worked before 8:00 a.m. or after 4:30 p.m. shall be considered as being two (2) straight-time hours and each one-half (1/2) hour shall be considered as being one (1) straight-time hour; each hour worked between 8:00 a.m. and 4:30 p.m. shall be considered as being one (1) straight-time hour. The foregoing shall not apply to time worked on Saturdays, Sundays, or holidays. In the event an Employee or Employees are called out to work tide work on Saturdays, Sundays,

or holidays, the overtime rate (double straight time) shall be paid for each hour worked, and the minimum pay shall be six (6) hours at said overtime rate.

**14.02.07 Overtime.** Employees employed on all work performed under this Section 14.00.00 shall receive double (2) the applicable straight-time rate for all work performed before a shift begins and after it ends, and on Saturdays, Sundays and holidays, except that time and one-half (1-1/2) shall be paid for the first two (2) hours of overtime on a regular workday, regardless of whether such overtime is worked before or after the regular work hours.

Repair, maintenance and start-up time before a shift begins and after the shift ends and on Saturdays shall be one and one-half (1-1/2) times the applicable straight-time rate. Sundays and holidays shall be double (2) the straight-time rate.

*NOTE:* If at any time during the life of this Agreement, the overtime provisions in the Master Labor Agreement between the Associated General Contractors of California and Piledrivers Local Union No. 34 are modified with respect to this Section or Section 14.02.06 to provide for a different rate of overtime, then this Section and/or Section 14.02.06 shall be modified accordingly.

**14.02.08** On off-shore work, all time spent in travel from shore shall be portal to portal and compensated at an amount equal to the straight-time rate.

**14.03.00 Subsistence, Travel Time, Travel Expenses.** Subsistence, travel time, and travel expenses shall be paid in accordance with applicable Section of the Master Labor Agreement between the Associated General Contractors of California, Inc., and the Piledrivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local No. 34. In the event the Employer is unable to reach a new agreement or is no longer bound to an agreement with Local No. 34, subsistence, travel time and travel expenses shall be paid in accordance with the agreement between the Piledriving Contractors Association and Local No. 34.

#### **15.00.00 SPECIAL WORKING RULES AND CONDITIONS FOR WORKING UNDERGROUND**

**15.01.00** The provisions of this Section with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

**15.02.00 Underground Rate.** Wage rates for Underground Work shall be in accordance with Section 01.03.06.

**15.02.01** The underground straight-time hourly wage rate shall apply for the full shift and overtime of any Employee performing work underground.

**15.02.02 Tunnel Shift Work.** Second (2nd) or Special Single Shift shall be paid in accordance with Section 01.03.06. When three (3) shifts are employed for five (5) or more consecutive days (or less by mutual written agreement), seven and one-half (7-1/2) consecutive hours, exclusive of meal period, shall constitute a shift's work for which eight (8) hours shall be paid for all shifts.

**15.03.00** These Special Working Rules and Conditions cover all work and equipment involved in the excavation and initial lining, if applicable, below the surface of the earth except open ditches, excavations and jacking operations under highways, railroads, embankments, etc., but not limited to tunnels, shafts, tunnel shafts, adits, raises, subways, chambers and underground installations including but not limited to power houses, storage facilities, offices, control centers or surge chambers including the lining of same which fall within the jurisdiction of the Union or require the operation of equipment of the kind or type covered by this Agreement. Where open cutwork is covered over or decked, regardless of the material or materials used, and men are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Section for all excavation work.

**15.03.01** For the purposes of this Section 15.00.00, tunnels, raises and shafts shall be defined as follows:

*Tunnel.* An underground excavation (lined or unlined) whose length exceeds its width the inclination of the grade from the excavation shall be no greater than 20° from the horizontal; should the inclination of grade from the horizontal exceed 20°, the excavation heretofore defined shall constitute a raise.

*Shaft.* An excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75° from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. For the purposes of this Section an underground silo shall be defined the same as a shaft.

**15.03.02 Tunnel Survey Work.** Subject to the provisions of Apprentice Manning beginning at Section 07.10.00, all

tunnel survey work, including the use of Laser Beams, is work covered by this Agreement.

**15.04.00 Compensation for Travel Underground.** The Individual Employer shall pay Employees covered by this Agreement working underground on a portal-to-portal basis as follows: The hours of employment of such Employees shall commence at the portal of the underground work at which he is directed by the Individual Employer to report for work on his shift and shall end at such portal, except as provided in 15.05.01.

**15.05.00 Change House.** The Individual Employer shall establish and maintain a change house within a reasonable distance of each portal of the underground work. It shall be equipped with showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Individual Employer will reimburse Employees for clothing or personal belongings in an amount up to one hundred fifty dollars (\$150.00) in the event the change house is destroyed by fire, provided a claim form is filed as required by the applicable insurance company. This shall not apply to short dry tunnels, such as under highways or railroad embankments.

**15.05.01** If the change house is located more than one thousand two hundred fifty (1,250) walkable feet from a portal, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of Employees who are required to report before their regular starting time to fire up, grease, or maintain equipment, or are required to report early or remain after their regular shift. These Employees shall be paid at the applicable overtime rate which shall be reckoned by the hour and the half-hour.

**15.06.00 Special Clothing.** The Individual Employer shall furnish rubber clothing, boots, safety hats, or any other special gear required at no expense to the Employees. Such equipment shall be returned to the Employer in the same condition subject to reasonable wear and tear.

**15.07.00 Minimum Crews.** It is understood that there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size, in which event the Individual Employer and the Union shall agree at the Pre-Job Conference upon the crew size to perform the operation and repair of said equipment. If the Individual Employer and the Union are unable to agree upon the crew size, the matter shall be referred for resolution in accordance with the provisions of Section 18.00.00 of this Agreement.

**15.08.00 Tunnel Safety.** In the event the Individual Employer requests a variance from the Tunnel Safety Order, other than electrical and/or diesel, such requests will be mailed to the Union at the same time such written request is mailed to the Division of Industrial Safety.

**15.08.01 Manhaul Vehicles for Underground Work.** Manhaul vehicles used for personnel transport, but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Convenient means of mounting and dismounting the vehicles shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the operator shall be installed.

## **16.00.00 SAFETY**

**16.01.00 No Limitation of Production.** Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs, or practices shall be permitted that limit production or increase the time required to do any work.

**16.02.00 Cooperation.** The Union shall cooperate with the Individual Employer in the carrying out of all such Individual Employer's safety measures and practices for accident prevention not in conflict with the provisions of this Agreement, and in carrying out and adhering to all of the applicable State and Federal safety laws. Any Employee may be discharged for knowingly failing to perform work in conformance with the Employer's Safety Code or as required by the State or Federal Safety Orders or other applicable statutes. The safety standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Individual Employer of additional or more stringent safety rules to protect the health and safety of the Employees. It shall be the exclusive responsibility of the Individual Employer to insure compliance with safety standards and rules.

Nothing in this Agreement is intended to make the Union liable to anyone in the event that injury or accident occurs.

**16.02.01** Employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole, not in conflict with the provisions of this Agreement.

**16.02.02 Addiction Recovery and Substance Abuse Policy.** The Union, the Employer and Individual Employers have established a joint program which shall enable all parties to deal with drug and/or alcohol abuse problems

from both a safety and productivity enhancement point of view as well as recognizing the individual rights and well being of each Employee. Said policy and program is set forth in Addendum C attached hereto and made a part hereof. The implementation of this policy is not mandatory by any Individual Employer, but once implemented, the program shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

**16.03.00 *Unsafe Conditions.*** It is further agreed by both parties that too great an emphasis cannot be laid upon the need of safe working conditions. The Individual Employers will provide and Employees shall use the provided health and safety equipment. Employees shall return the equipment to the Individual Employer upon termination of its use on the project. No Employee shall be required to work on, with, or about an unsafe piece of equipment or under an unsafe condition.

**16.03.01** No set of health or safety regulations, however, can comprehensibly cover all possible unsafe practices of working; therefore, the Union and the Individual Employer undertake to promote in every way possible the realization of the responsibility of the Employees and the Individual Employer with regard to preventing accidents to himself or to his fellow Employees. No Employee shall be discharged for refusing to work on or about equipment or a condition that is unsafe. Any Employee discharged for refusal to work under the above conditions shall be made whole by the Employer for lost wages and benefits.

**16.04.00 *Union Notification.*** In the event there is a serious injury to an Employee the Union Representative or the Job Placement Center servicing the project shall be notified. The Union Representative servicing the project shall furnish the Individual Employer with his home telephone number.

**16.05.00 *Notices.*** The Individual Employer must post the name and address of its doctor and of the Workers' Compensation Insurance carrier on the jobsite.

**17.00.00 *JOB STEWARDS***

**17.01.00 *Number of Job Stewards.*** The Union may select an Employee on each shift in operation on a job or project to serve as Job Steward. Where the size of the project makes it appropriate, the Union may appoint additional Job Stewards.

**17.02.00 *Performance of Duties.*** In addition to his regularly assigned work the Job Steward shall be permitted to perform, during working hours, the duties set forth in 17.05.00. The Union agrees that such duties shall be performed as expeditiously as possible and the Individual Employers agree to allow Job Stewards a reasonable amount of time for the performance of such duties.

**17.03.00 *Notification of Appointment and Termination.*** The Union shall notify the Individual Employer, or his representative, in writing, of the appointment of Job Steward, and the Individual Employer shall notify the Union of his termination.

**17.04.00 *Notification Prior to Layoff.*** The Individual Employer shall notify the Job Placement Center servicing the job or project at least two (2) workdays prior to an intended layoff of a Job Steward. This provision shall not apply to discharges for "just cause" which will be subject to Sections 04.03.00–04.03.02.

**17.05.00 *Duties.*** The Job Steward shall be limited to and shall not exceed the following duties and activities:

**17.05.01** Check the dispatch of each Employee dispatched under the terms of this Agreement to his Individual Employer before such Employee commences work, or as soon thereafter as practical.

**17.05.02** Report to his Business Representative all violations of this Agreement.

**17.05.03** Report to his Business Representative any Employee covered by this Agreement, who during his shift, leaves the jobsite without giving the Individual Employer and the Job Steward prior notice.

**17.06.00 *Prohibitions.*** The Job Steward shall not:

**17.06.01** Stop the Individual Employer's work, for any reason.

**17.06.02** Tell any Employee covered by this Agreement that he cannot work on the job.

**17.07.00 *Dismissal.*** Infraction of either of the two (2) rules set forth in 17.06.00 shall be cause for immediate dismissal of the Job Steward without any prior notice.

**17.08.00 *Reduction in Force.*** In a classification in which there is a Job Steward wherein the Job Steward's abilities

are equal to the other Employees', and except as otherwise provided above, the Job Steward shall be the last to be selected for a reduction in force.

**17.09.00 Business Representative.** A Business Representative(s) of the Union shall be permitted on all jobs, but shall not interfere with the work.

**17.09.01** Provision shall be made by the Individual Employer for the admission of such Business Representative(s) to the jobsite of the Individual Employer at all times and places where work is being performed by the Individual Employer or by any subcontractor of any tier of the Individual Employer.

**17.09.02** The Business Representative(s) so admitted shall concern themselves only with work, equipment and Employees covered by this Agreement.

#### **18.00.00 GRIEVANCE PROCEDURE**

**18.01.00** No dispute, complaint or grievance concerning the interpretation, application, or compliance with any provision or provisions of Sections 12.00.00, 19.00.00, or 20.00.00 of this Agreement is subject to the provisions of this Section 18.00.00.

**18.02.00** All other disputes, complaints and grievances concerning the interpretation, application, or compliance with any provision or provisions of this Agreement are subject to the following procedure:

**18.02.01** In the event that a complaint or dispute arises on a job, it shall be first reported to the authorized Union Representative and the Individual Employer who shall then attempt to adjust said complaint or dispute at the jobsite level.

**18.02.02** If said complaint or dispute is not satisfactorily adjusted by the authorized Union Representative and the Individual Employer or his representative at the jobsite level, either party may request a Board of Adjustment to be convened and the matter shall be submitted, in writing, to the Employer or the Union for the settlement of such grievance.

**18.02.03** The written grievance notice shall specify, if known, the date(s) of the alleged violation(s), the nature of the alleged violation(s), the specific provision(s) of the Agreement applicable to the complaint or dispute, and the remedy sought by the grieving party.

**18.02.04 Grievance Timeliness.** No complaint, dispute, or grievance, shall be recognized unless called to the attention of the Employer by the Union, or the attention of the Union by the Employer, in writing, within fifteen (15) business days (excluding weekends and holidays) after the date the last alleged violation was committed. This time limit may be extended by written mutual agreement of the Employer or Individual Employer and the Union.

**18.02.05** In the event the grievance involves the issue of a subcontractor's alleged violation and where the subcontractor is signatory directly to this Agreement as an Individual Employer, the grievance shall be filed against said subcontractor and said grievance shall be processed to its final conclusion through these procedures.

**18.02.06 Board of Adjustment.** The Board of Adjustment shall be composed of two (2) panel members named by the Union, two (2) panel members named by the Employer, and the initial permanent Impartial Arbitrator, Daniel F. Altemus.

**18.02.07** In the event the permanent Impartial Arbitrator is unable to serve at a scheduled Board, one of the following shall serve as an alternate Impartial Arbitrator, if available, in this order, (The parties agree that Gerald McKay shall serve as the first alternate Impartial Arbitrator and the parties will mutually agree to a second, third and fourth alternate Impartial Arbitrator within thirty (30) days of the ratification of this Agreement). These alternates shall be contacted in numbered order until one is available.

**18.02.08 Arbitration.** The Employer, Individual Employer, or Union may timely notify, in writing within a minimum of fourteen (14) calendar days of the Board of Adjustment hearing, the other and elect to utilize an attorney for representation for the alleged complaint, dispute or grievance, in which case the matter shall proceed directly to Arbitration (instead of a Board of Adjustment).

**18.02.09** The Impartial Arbitrator will be selected pursuant to the provisions of Section 18.02.06 and 18.02.07. The



scheduling of the Arbitration hearing shall not exceed ninety (90) calendar days, or unless mutually agreed upon by the parties, from the date of the notice of the dispute or grievance.

**18.02.10** The expenses of the Arbitration hearing, including the Impartial Arbitrator and the cost of a court reporter, shall be borne equally by the Employer or Individual Employer and the Union. A copy of the court reporter transcripts shall be paid by the requesting party.

**18.02.11** Upon mutual agreement between the Employer or Individual Employer and the Union, the parties may elect to convene a Board of Adjustment without the permanent Impartial Arbitrator. This Board of Adjustment shall be convened within thirty (30) calendar days from the date of the grievance notice. If the panel members at the Board of Adjustment, within twenty-four (24) hours after such meeting, cannot agree on any matter referred to it, the matter shall then proceed to Arbitration. The parties thereof within three (3) days shall choose an Impartial Arbitrator who shall have no business or financial connection with either party. In the event the parties are unable unanimously to agree upon the identity of said Impartial Arbitrator within said three-day period, the permanent Impartial Arbitrator or alternate as provided in Section 18.02.06 and 18.02.07 shall be selected as provided therein. The matter shall then proceed to arbitration with all due expedition.

**18.02.12** Decisions of the Board of Adjustment or 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 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.

**18.02.13** Arbitrability or preliminary matters relative to the complaint, dispute, or grievance and/or proceedings shall be subject to the decision of the Board of Adjustment or Impartial Arbitrator, which shall be final and binding on the matter.

**18.02.14** The Employer, the Individual Employer and the Union shall be subject to the written *Joint Rules of Procedure for Northern California* for the Board of Adjustment and Arbitration adopted by the Employer and the Union, incorporated by reference herein, and which may be amended at any time by mutual agreement between the Employer and the Union.

**18.03.00** *No Cessation of Work.*

**18.03.01** With respect to any dispute, complaint or grievance arising under the terms and conditions of this Agreement, which is subject to arbitration under the provisions of 18.00.00 and Job Placement Regulations 04.10.43, of this Agreement, the Employer and Individual Employer agree that they and each of them will not authorize any lockout, slowdown or stoppage of work and the Union will not authorize any strike, slowdown or stoppage of work.

**18.03.02** The foregoing no-strike, no-lockout provision of 18.03.01 shall apply and shall only be of force and effect with respect to or concerning a dispute, complaint or grievance subject to arbitration under the provisions of 18.00.00 and Job Placement Regulations 04.10.43 of this Agreement. With respect to any disputes, complaints or grievances not subject to arbitration under the provisions of 18.00.00, 19.00.00 and Job Placement Regulations 04.10.43 of this Agreement, the Union is hereby specifically authorized to withdraw any or all of the Employees of such Individual Employer subject to this Agreement from work covered by this Agreement for such Individual Employer and such withdrawal shall not, so long as such dispute shall continue, be a violation of this Agreement or any clause, sentence, paragraph or section of this Agreement.

**18.03.03** Any Employees 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 has been so withdrawn or refused to perform any work, provided, however, nothing in 18.03.00 shall in any way modify or affect the Union's obligation or the provisions of any Trust Agreement or amendment thereof referred to in 12.00.00 of this Agreement.

**18.03.04** If and when the Union has any dispute, complaint or grievance with an Individual Employer concerning any

manning provision of Section 07.00.00 or any hiring provision of Section 04.00.00, including the Job Placement Regulations, the Union shall not exercise its rights to withdraw Employees under Section 18.03.03 for seventy-two (72) hours after receipt by the Employer of written notice by the Union of the dispute, complaint or grievance.

**18.03.05** If the Union has exercised its right to withdraw Employees because of a dispute, complaint or grievance with an Individual Employer concerning a manning violation then the Individual Employer shall have a right to follow the procedures set out in 18.02.00. In the event the Individual Employer mans the equipment as requested by the Union or decides to leave the equipment down, and the Board of Adjustment determines there was no manning violation by the Individual Employer, the Union shall not be liable for costs or loss incurred by manning the equipment or leaving it down.

**18.03.06** The decision of the Board of Adjustment with respect to the manning of any classification shall control the manning of that classification thereafter and the Union shall not withdraw Employees unless an Individual Employer fails to man the classification in accordance with the decision of the Board of Adjustment. After fifteen (15) days subsequent to such decision of the Board of Adjustment, if an Individual Employer does not man a classification in accordance with the decision of the Board of Adjustment, the Union shall not be bound by Section 18.03.04 with respect to such classification and Individual Employer.

**18.03.07** Regardless of any provision of Section 18.00.00 to the contrary, the right of withdrawal will not be exercised only to harass an Individual Employer.

**18.04.00 *Manning and Hiring Violations.*** An Individual Employer who has violated any of the manning provisions of Section 07.00.00 or the hiring provisions of Section 04.00.00 of this Agreement shall pay into the Operating Engineers Pensioned Health and Welfare Trust Fund an amount not to exceed the wages, straight time and overtime, and fringe benefits that would have been paid by the Individual Employer but for the violation plus twenty-five percent (25%) of the total amount not as a penalty but by way of liquidated damages for the damages suffered by the Union. Such payments shall be for not more than ten (10) days of said violation prior to the notification of the Employer, as provided in Section 18.03.04.

**18.04.01** In the event there is a dispute between the Employer and the Union over the amount due, said dispute will be settled in accordance with the provisions set forth in 18.02.00 and work shall continue in accordance with the provisions of Section 18.03.01.

**18.04.02** If the Individual Employer fails to make any payments determined to be owing pursuant to this Section, the Union shall have the right to withdraw Employees in accordance with 18.03.02 and 18.03.03 until such payment is made.

#### **19.00.00 *JURISDICTIONAL DISPUTES***

**19.01.00** There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and 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, and if not settled then it shall be submitted to the International Presidents of the Unions involved in the dispute for determination and if not settled, the parties hereto agree that the dispute shall be submitted to the Arbitration Panel set forth in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or its successor acceptable to the Building and Construction Trades Department of the AFL-CIO and the International Union of Operating Engineers. The Employer, the Individual Employer and the Union shall be and are bound by the Arbitration Panel's determination, decision and/or award and the misassignment if any is found shall be promptly corrected by the Individual Employer unless the other union shall refuse to abide by the determination and decision in which case the Union shall be and is authorized to proceed to enforce the decision by any lawful means in which case the work shall proceed as originally assigned by the Individual Employer until such decision is made. In the event an Individual Employer shall misassign the work after notice of the decision, he shall be subject to such penalty as shall be determined by the Board of Adjustment.

**NOTE:** If the International Presidents cannot resolve the dispute, it is submitted to arbitration through the aforesaid Plan, provided such Plan for the Settlement of Jurisdictional Disputes is subscribed to by the disputing parties. Such

arbitrator's decision is final and enforceable in court.

**20.00.00 ADDITIONAL WORK OR CLASSIFICATIONS**

**20.01.00 New Equipment.** This Agreement contemplates that as and when equipment and other means and methods of operating equipment not presently in use in the area covered by this Agreement is or are about to be introduced on a jobsite, the Employer and the Union shall upon written request by either party meet within ten (10) working days to negotiate an appropriate rate, classification and working rule for the equipment's operation and for the other means or methods of operating equipment not presently in use.

**20.02.00 Committee.** Such rate, classification and working rule shall be established at a job conference ten (10) days prior to the time the equipment or means or methods of operating equipment not presently in use are introduced on a jobsite, and if it is not settled at such a conference, the matter may be referred to a standing committee consisting of three (3) representatives each of the Union and the Employer established by the Union and the Employer to conduct such negotiations.

**20.02.01** Such committee will meet within ten (10) days after written request of the Individual Employer intending to operate such equipment or use such means or methods of operating equipment not presently in use accompanied by photograph and pertinent catalog or other data on the equipment or means or methods of operating equipment not presently in use and agree to a straight-time hourly wage rate for each classification required and working rule within fifteen (15) days from the date of notice unless the parties mutually agree to extend the time, which rate and classification and working rule shall be added to and become a part of Section 01.00.00, as of the date of the initial introduction of the equipment or such means or methods of operating equipment not presently in use on a jobsite.

**20.02.02** Until such rate or rates, classification or classifications and working rule is established, the Individual Employer may operate the equipment or use such means or methods of operating equipment not presently in use at a temporary rate or rates, classification or classifications and working rule for thirty (30) calendar days only from the initial introduction of the equipment or means or methods of operating equipment not presently in use on a jobsite, provided that such thirty (30) calendar-day period may be extended by mutual agreement of the committee provided in 20.02.00. The permanent rate, classification and working rule, when established, will be paid retroactively to the date of the initial introduction of the equipment or means or methods of operating equipment not presently in use on a jobsite.

**20.02.03** The foregoing shall also apply when work under air pressure is undertaken or when nuclear devices, Laser Beams or other devices for field surveying or to move earth not specifically covered in Section 01.00.00 are used, or to be used.

**21.00.00 SPECIAL PROVISIONS CONCERNING FOREMEN OTHER THAN GENERAL FOREMEN**

**21.01.00 General Provisions.** The provisions of this Section 21.00.00, to the extent they differ from any specific provision of other Sections of this Agreement, shall supersede such provision and this Section 21.00.00, as to such provision, shall control.

**21.02.00 Classified as Supervisors.** Foremen shall not be subject to the Job Placement Regulations of this Agreement except where such Foremen are employed to operate equipment (other than in an on-the-job emergency).

**21.03.00 Foremen and Shifters.** The Individual Employer shall have the right to determine the number of Foremen and Shifters, with the following exceptions:

**21.03.01** When the Individual Employer employs nine (9) or more Journeymen/Apprentice Operating Engineers on a spread to operate individually-manned pieces of earthmoving equipment, or individually-manned pieces of equipment directly supplemental thereto, or any combination thereof on any shift, he shall designate a Foreman or Shifter to supervise them.

**21.03.02** When five (5) or more Journeymen/Apprentice Operators are employed by an Individual Employer to operate individually manned pieces of earthmoving equipment, or individually manned pieces of equipment directly supplemental thereto or any combination thereof on overtime, the Foreman or Shifter who is in charge of supervising the operation of the equipment during the straight-time hours shall be afforded the opportunity to work overtime including Saturdays, Sundays, and holidays.

**21.03.03** When individually manned units of earthmoving equipment, which are being operated under this Agreement, are being supervised, the immediate supervision shall be done by a Foreman or Shifter pursuant to this

Agreement.

**21.03.04** When an Individual Employer employs ten (10) or more Journeyman/Apprentice Operating Engineers for work performed under a National Maintenance or a Refinery Project he shall designate a Foreman or Shifter covered by this Agreement to supervise them.

**21.04.00** *Heavy Duty Repairman Foremen or Master Mechanics (Heavy Duty).* The Individual Employer shall have the right to determine the number of Heavy Duty Repairman Foremen or Master Mechanics (Heavy Duty), with the following exceptions:

**21.04.01** When the Individual Employer is employing five (5) or more Heavy Duty Repairmen, he shall employ a Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) to supervise them.

**21.04.02** When five (5) or more Heavy Duty Repairmen are performing work on an overtime basis, the Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) who is in charge of the preceding straight-time work shall be afforded the opportunity to work overtime including Saturdays, Sundays and holidays.

**21.04.03** No Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) shall work with the tools, except when required in the supervision of his work, and except in an on-the-job emergency, provided, however, in the event a regular Heavy Duty Repairman is absent, the Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) may work with the tools, provided in such case that prior to such work the appropriate Job Placement Center of the Union has been requested to dispatch a replacement.

**21.05.00** *Fringe Benefits.* The Individual Employer shall abide by Section 12.00.00 with respect to Foremen, Shifters, Heavy Duty Repairman Foremen, and Master Mechanics (Heavy Duty) in the same manner as applied to all Employees covered by this Agreement.

**21.06.00** *Union Security.* When the Individual Employer uses Foremen and Master Mechanics (Heavy Duty), they shall be required to be members of the Union.

**22.00.00** ***SPECIAL PROVISIONS COVERING SUPERVISORY PERSONNEL ABOVE THE RANK OF FOREMAN***

**22.01.00** *Fringe Benefits.* The Individual Employers may cover their supervisory personnel above the rank of Foremen in the Operating Engineers' Health and Welfare Trust Fund for Northern California, Pensioned Operating Engineers' Health and Welfare Fund and Pension Trust Fund for Operating Engineers by paying into the above Trusts set forth in the Master Agreement monthly on the basis of 168 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, once the Individual Employer makes one (1) payment on behalf of such Employee, it shall continue to make such payment so long as the Employee is in its employ during the life of the Agreement, above the rank of Foreman. The Employee must be a member of the Union in good standing and must maintain membership in the Union in good standing for the life of this Agreement. An Individual Employer may elect not to make payments to the Health and Welfare Trust on behalf of such supervisory personnel if the Individual Employer provides the Employees with health care benefits through another source. If an Individual Employer does not make payments to the Health and Welfare Trust Fund on such an Employee's behalf, it may not do so for the duration of this Agreement.

**23.00.00** ***VACATION AND HOLIDAY PAY***

**23.01.00** *Payments by the Individual Employer.* Each Individual Employer covered by this Agreement shall pay each Employee covered by this Agreement in addition to the Employee's "regular rate" or "basic hourly rate" the amount provided for in 12.06.00 for each hour worked or paid by such Employee for such Individual Employer under this Agreement and for each hour due such Employee as shift differential from such Individual Employer.

**23.01.01** The amount due each Employee covered by this Agreement as provided for in 12.06.00 of this Agreement shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual Employer on or before the 15<sup>th</sup> day of the month following the month in which such Employee was employed by such Individual Employer and an Individual Employer shall be delinquent if such Individual Employers' report and payment is not received by the bank prior to midnight of the 25<sup>th</sup> day of that month. Each Individual Employer shall report the hours and the amounts so paid to the account of each Employee on the same reporting form upon which each Individual Employer reports his payments to the Fringe Benefit Trust Funds in this Agreement provided and shall make such payment by the Bank and Vacation and Holiday Account. Upon receipt of such payment by the Bank and Vacation and

Holiday Account each Individual Employer so reporting and paying shall have no other responsibility or obligation, and shall be fully released from any and all obligations hereunder. Furthermore, the payment of Vacation and Holiday Pay is considered to be a fringe benefit to the Employee and as such is not subject to the provisions of overtime.

**23.01.02** The parties agree that the payments provided in this Section 23.01.00 are in lieu of the Employee's actually taking a vacation. Such payments shall not be considered part of the hourly wage rates for the purpose of computing overtime, either under the Fair Labor Standards Act, the Walsh-Healy Act or any other law, and no vacation payment shall be made on the basis of a premium rate of time and one-half or double time.

**23.02.00 Deduction of Taxes.** All taxes due from each Employee including taxes due by reason of payments for Vacation and Holiday Pay shall be deducted by each Employee's Individual Employer from each Employee's regular wages and such total tax deductions together with the amount payable for Vacation and Holiday Pay shall be separately noted on the Employee's paycheck.

**23.03.00 Administration.** Effective July 1, 2010, the administration for Vacation and Holiday Pay shall be by and under a separate administrative Agreement with a Contract Manager. The Fund Manager of the Fringe Benefit Trust Funds for Operating Engineers provided in this Agreement shall be the Manager. The Vacation and Holiday Pay Plan as administered prior to July 1, 2010, shall wind up its affairs and terminate as provided and allowed by law.

**23.03.01** The Manager shall cause all money paid into the bank to be transferred to a Vacation and Holiday Account not more than thirty (30) days after deposit in the Transit Account. Vacation and Holiday Pay will then be transferred to an account for each employee at the OE3 Federal Credit Union within fifteen (15) days from the monthly close of the Vacation and Holiday Account deposits.

**23.03.02** All interest earned while funds are on deposit in the Vacation and Holiday Account shall be used by the Manager to pay all expenses of every kind or nature incurred in carrying out this Vacation and Holiday Pay, including the entrance fee of the Credit Union. The Manager and his agents shall be bonded for the full amount on deposit in the Vacation and Holiday Accounts at all times and such other amount as may be required by law. The cost of such bond or bonds shall be a proper expense of the Manager.

**23.04.00 Payment of Vacation and Holiday Pay to Employees.** Employees may withdraw Vacation and Holiday pay at any time from their Credit Union Account.

**23.05.00 Liability of Individual Employer.** Neither the Employer nor any Individual Employer shall be liable for the payments due from any other Individual Employer or for any of the expenses of administering this process.

**23.06.00 Records.** The Manager will maintain all records necessary to carry out this Vacation and Holiday Pay and supply the Operating Engineers Local Union No. 3 Credit Union at all times with the records necessary and proper to enable it to properly and accurately credit each Employee and issue to each Employee shares. The Manager shall comply with all requirements of law and make and file any and all reports required by law. He shall be entitled to act through agents specifically authorized by him in writing who if they handle funds shall be properly bonded.

**23.07.00 Delinquent Accounts.** The Manager shall not be responsible or liable for the collection of delinquent accounts. However, in the event the Manager should desire to do so he is empowered to do so and any expense thereby incurred shall be a proper expense.

**24.00.00 MAP DESCRIPTION FOR AREAS 1 AND 2**

**24.01.00** The following is a description based upon township and range lines of Areas 1 and 2.

**24.02.00** Area 1 is 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.

**24.03.00** Area 2 shall be all areas not part of Area 1 described above.

**25.00.00 CHANGES**

**25.01.00** It is hereby understood and agreed that no settlement of any dispute as to the interpretation of this Agreement or the interpretation of any word, phrase, clause, sentence, paragraph or section thereof other than as may be determined through Section 18.00.00, Settlement of Disputes, shall be of any force or effect unless and until it is (a) reduced to writing; (b) signed by the Business Manager of the Union; and (c) the Secretary of the Employer representing the Individual Employer.

**26.00.00 TERM OF AGREEMENT**

**26.01.00 Employer's Membership.** This Agreement is made for and on behalf of and shall be binding upon the Employer, any Association of Employers signatory hereto, and the Individual Employers as defined in 02.02.00.

**26.01.01** The Employer and each Association of Employers signatory hereto represents that upon the date of the execution of this Agreement the Employer or Association of Employers signatory hereto, as the case may be, represents its members, Individual Employers as defined in 02.02.00, and that said Individual Employers have duly authorized it to make this contract for and on their behalf as parties hereto.

**26.02.00 Agreement Binding Upon Parties.** This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

**26.03.00 Effective and Termination Dates.** This Agreement shall be effective July 1, 2010, and shall remain in effect through June 30, 2013, and if the written notice provided by Section 8(d) of the National Labor Relations Act as Amended is not given by either the Union or the Employer to the other, it shall continue indefinitely; provided however, this Agreement may be terminated at any time after June 30, 2013, by either the Union or the Employer giving to the other the written notice provided by Section 8(d) of the Act in which event this Agreement shall terminate at the end of the sixtieth (60th) calendar day after receipt of such notice. Regardless of when terminated, the Union and Employer will negotiate exclusively with each other during the last sixty (60) days of the Agreement.

*IN WITNESS WHEREOF*, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this 2<sup>nd</sup> day of July, 2010.

**FOR THE EMPLOYER:**

**ASSOCIATED GENERAL CONTRACTORS  
OF CALIFORNIA, INC.**

**ASSOCIATION OF ENGINEERING  
CONSTRUCTION EMPLOYERS**

**ENGINEERING AND UTILITY**

**FOR THE UNION:**

**OPERATING ENGINEERS LOCAL UNION NO. 3  
of the International Union of  
Operating Engineers, AFL-CIO**

**Russell E. Burns, Business Manager  
Fred Herschbach, President  
Carl Goff, Vice President  
James K. Sullivan, Recording-Corresponding Secretary**



**CONTRACTORS ASSOCIATION**

**Dan Reding, Financial Secretary**

**INDUSTRIAL CONTRACTORS, UMIC, INC.**

**ATTACHMENT "A"**

**SUBCONTRACTING TERMS AND CONDITIONS AGREEMENT**

***THIS AGREEMENT***, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_ ("Subcontractor") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union"), covering subcontracted work for \_\_\_\_\_ ("SIGNATORYEMPLOYER") on the \_\_\_\_\_ (Project) located at \_\_\_\_\_ (Project Address).

For this Project only, the Subcontractor hereby agrees to be bound by the wage rates, fringe benefit rates, hours and all other terms and conditions of employment contained in the current Master Construction Agreement for Northern California between the OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of

Operating Engineers, AFL-CIO and THE SIGNATORY ASSOCIATIONS, and any successor agreements thereto which may be in effect during the Project, except for those modifications as outlined below. All references in the Master Agreement to either "Employer" or "Individual Employer" shall, include to mean the Subcontractor.

Upon submission of this Agreement, a trust fund account shall be established for the duration of this Project and the Subcontractor shall be notified of the account number by the Trust Fund office.

This Agreement shall terminate upon notice to the Union of the completion of the Subcontractors' work at the above-mentioned Project. Upon completion of the Project, the Subcontractor shall notify the Union of the completion date.

The undersigned representative has been authorized to bind the Subcontractor to this Agreement, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_.

**AUTHORIZED BY:**

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Ca License #: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**FOR OFFICIAL USE ONLY:**

Billing Account# \_\_\_\_\_ Commence Billing: \_\_\_\_\_

**Original:** Operating Engineers Local Union 3  
1620 South Loop Road  
Alameda, CA 94502

**Copy:** Signatory Employer  
Subcontractor

**ADDENDUM "A"  
RESIDENTIAL CONSTRUCTION  
AND  
BUILDING CONSTRUCTION**

**SECTION 1 Coverage**

**Section 1.1** This Addendum shall apply to Residential Construction and Building Construction work as defined below which is performed in the Counties listed below.

**Section 1.2** All terms and conditions of the Master Agreement shall apply to such work except for those provisions which are specifically modified or superseded by this Addendum. The Master Agreement will apply in its entirety to all work not covered by this Addendum.

**SECTION 2 Definition of Type of Work**

**Section 2.1 Residential Construction:** Town or row houses; apartment buildings (4 stories or less); single family houses; mobile home developments; multi-family houses; and student housing.

**Section 2.2 Building Construction:** Alterations and additions to non-residential buildings; apartment buildings (5 stories and above); arenas (enclosed); auditoriums; automobile parking garages; banks and financial buildings; barracks; churches; hospitals; hotels; industrial buildings; institutional buildings; libraries; mausoleums; motels; museums; nursing and convalescent facilities; office buildings; out-patient clinics; passenger and freight terminal buildings; police stations; post offices; city halls; civic centers; commercial buildings; court houses; detention facilities; dormitories; farm buildings; fire stations; power plants; prefabricated buildings; remodeling buildings; renovating buildings; repairing buildings; restaurants; schools; service stations; shopping centers; stores; subway stations; theaters; and warehouses. Buildings which are part of a water treatment or sewage treatment plant are not covered by this Addendum, they are "Heavy" work.

**SECTION 3 Wages and Fringe Benefits**

	6/29/09	7/1/10	6/27/11	6/25/12
<b>Group 1 (3 classifications)</b>				
Area 1	\$36.35	\$36.35	\$1.52*	\$1.62*
Area 2	\$38.35	\$38.35	\$1.52*	\$1.62*
<b>Group 2 (5 classifications)</b>				
Area 1	\$34.90	\$34.90	\$1.52*	\$1.62*
Area 2	\$36.90	\$36.90	\$1.52*	\$1.62*
<b>Group 3 (18 classifications)</b>				
Area 1	\$33.50	\$33.50	\$1.52*	\$1.62*
Area 2	\$35.50	\$35.50	\$1.52*	\$1.62*
<b>Group 4 (34 classifications)</b>				
Area 1	\$32.17	\$32.17	\$1.52*	\$1.62*
Area 2	\$34.17	\$34.17	\$1.52*	\$1.62*
<b>Group 5 (20 classifications)</b>				
Area 1	\$30.96	\$30.96	\$1.52*	\$1.62*
Area 2	\$32.96	\$32.96	\$1.52*	\$1.62*
<b>Group 6 (28 classifications)</b>				
Area 1	\$29.69	\$29.69	\$1.52*	\$1.62*
Area 2	\$31.69	\$31.69	\$1.52*	\$1.62*
	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
<b>Group 7 (28 classifications)</b>				
Area 1	\$28.60	\$28.60	\$1.52*	\$1.62*
Area 2	\$30.60	\$30.60	\$1.52*	\$1.62*
<b>Group 8 (32 classifications)</b>				
Area 1	\$27.52	\$27.52	\$1.52*	\$1.62*
Area 2	\$29.52	\$29.52	\$1.52*	\$1.62*
<b>Group 8A (4 classifications)</b>				
Area 1	\$25.40	\$25.40	\$1.52*	\$1.62*
Area 2	\$27.40	\$27.40	\$1.52*	\$1.62*
<b>Foreman and Shifters, Over 7 Employees</b>				
Area 1	\$36.35	\$36.35	\$1.52*	\$1.62*
Area 2	\$38.35	\$38.35	\$1.52*	\$1.62*
<b>Foreman (Working), Under 7 Employees</b>				

Area 1	\$34.90	\$34.90	\$1.52*	\$1.62*
Area 2	\$36.90	\$36.90	\$1.52*	\$1.62*
<b>Master Mechanic, Over 5 Employees</b>				
Area 1	\$36.35	\$36.35	\$1.52*	\$1.62*
Area 2	\$38.35	\$38.35	\$1.52*	\$1.62*

**Special Single Shift and Second Shift Wage Rates**

<b>Group 1</b>				
Area 1	\$40.50	\$40.50	\$1.52*	\$1.62*
Area 2	\$42.50	\$42.50	\$1.52*	\$1.62*
<b>Group 2</b>				
Area 1	\$38.86	\$38.86	\$1.52*	\$1.62*
Area 2	\$40.86	\$40.86	\$1.52*	\$1.62*
<b>Group 3</b>				
Area 1	\$37.30	\$37.30	\$1.52*	\$1.62*
Area 2	\$39.30	\$39.30	\$1.52*	\$1.62*
<b>Group 4</b>				
Area 1	\$35.78	\$35.78	\$1.52*	\$1.62*
Area 2	\$37.78	\$37.78	\$1.52*	\$1.62*
<b>Group 5</b>				
Area 1	\$34.43	\$34.43	\$1.52*	\$1.62*
Area 2	\$36.43	\$36.43	\$1.52*	\$1.62*
<b>Group 6</b>				
Area 1	\$32.99	\$32.99	\$1.52*	\$1.62*
Area 2	\$34.99	\$34.99	\$1.52*	\$1.62*

<b>Group 7</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$31.78	\$31.78	\$1.52*	\$1.62*
Area 2	\$33.78	\$33.78	\$1.52*	\$1.62*
<b>Group 8</b>				
Area 1	\$30.57	\$30.57	\$1.52*	\$1.62*
Area 2	\$32.57	\$32.57	\$1.52*	\$1.62*
<b>Group 8A</b>				
Area 1	\$28.18	\$28.18	\$1.52*	\$1.62*
Area 2	\$30.18	\$30.18	\$1.52*	\$1.62*

<b>Foreman And Shifters, Over 7 Employees</b>				
Area 1	\$40.50	\$40.50	\$1.52*	\$1.62*
Area 2	\$42.50	\$42.50	\$1.52*	\$1.62*
<b>Foreman (Working), Under 7 Employees</b>				
Area 1	\$38.86	\$38.86	\$1.52*	\$1.62*

Area 2	\$40.86	\$40.86	\$1.52*	\$1.62*
<b>Master Mechanic, Over 5 Employees</b>				
Area 1	\$40.50	\$40.50	\$1.52*	\$1.62*
Area 2	\$42.50	\$42.50	\$1.52*	\$1.62*

**All Cranes and Attachments (Same Manning as Master Agreement)**

<b>Group 1-A (5 classifications)</b>				
Area 1	\$37.20	\$37.20	\$1.52*	\$1.62*
Area 2	\$39.20	\$39.20	\$1.52*	\$1.62*
<b>Group 2-A (6 classifications)</b>				
Area 1	\$35.51	\$35.51	\$1.52*	\$1.62*
Area 2	\$37.51	\$37.51	\$1.52*	\$1.62*
<b>Group 3-A (6 classifications)</b>				
Area 1	\$33.87	\$33.87	\$1.52*	\$1.62*
Area 2	\$35.87	\$35.87	\$1.52*	\$1.62*
<b>Group 4-A</b>				
Area 1	\$30.96	\$30.96	\$1.52*	\$1.62*
Area 2	\$32.96	\$32.96	\$1.52*	\$1.62*

**5183\*\* Truck Crane Assistant to Engineer**

<b>Group 1-A</b>				
Area 1	\$30.54	\$30.54	\$1.52*	\$1.62*
Area 2	\$32.54	\$32.54	\$1.52*	\$1.62*
<b>Group 2-A</b>				
Area 1	\$30.30	\$30.30	\$1.52*	\$1.62*
Area 2	\$32.30	\$32.30	\$1.52*	\$1.62*
<b>Group 3-A</b>				
Area 1	\$30.06	\$30.06	\$1.52*	\$1.62*
Area 2	\$32.06	\$32.06	\$1.52*	\$1.62*

**5183\*\* Hydraulic**

<b>Group 3-A</b>				
Area 1	\$29.69	\$29.69	\$1.52*	\$1.62*
Area 2	\$31.69	\$31.69	\$1.52*	\$1.62*

**5173\*\* Assistant to Engineer 6/29/09 7/1/10 6/27/11 6/25/12**

<b>Group 1-A</b>				
Area 1	\$28.37	\$28.37	\$1.52*	\$1.62*
Area 2	\$30.37	\$30.37	\$1.52*	\$1.62*
<b>Group 2-A</b>				
Area 1	\$28.15	\$28.15	\$1.52*	\$1.62*
Area 2	\$30.15	\$30.15	\$1.52*	\$1.62*
<b>Group 3-A</b>				
Area 1	\$27.90	\$27.90	\$1.52*	\$1.62*
Area 2	\$29.90	\$29.90	\$1.52*	\$1.62*

**All Cranes and Attachments, Special Single Shift and Second Shift Wage Rates**

<b>Group 1-A</b>				
Area 1	\$41.46	\$41.46	\$1.52*	\$1.62*
Area 2	\$43.46	\$43.46	\$1.52*	\$1.62*
<b>Group 2-A</b>				
Area 1	\$39.55	\$39.55	\$1.52*	\$1.62*
Area 2	\$41.55	\$41.55	\$1.52*	\$1.62*
<b>Group 3-A</b>				
Area 1	\$37.69	\$37.69	\$1.52*	\$1.62*
Area 2	\$39.69	\$39.69	\$1.52*	\$1.62*
<b>Group 4-A</b>				
Area 1	\$34.43	\$34.43	\$1.52*	\$1.62*
Area 2	\$36.43	\$36.43	\$1.52*	\$1.62*

**5183\*\* Truck Crane Assistant to Engineer**

<b>Group 1-A</b>				
Area 1	\$33.97	\$33.97	\$1.52*	\$1.62*
Area 2	\$35.97	\$35.97	\$1.52*	\$1.62*
<b>Group 2-A</b>				
Area 1	\$33.70	\$33.70	\$1.52*	\$1.62*
Area 2	\$35.70	\$35.70	\$1.52*	\$1.62*
<b>Group 3-A</b>				
Area 1	\$33.43	\$33.43	\$1.52*	\$1.62*
Area 2	\$35.43	\$35.43	\$1.52*	\$1.62*

**5183\*\* Hydraulic**

<b>Group 3-A</b>				
Area 1	\$32.99	\$32.99	\$1.52*	\$1.62*
Area 2	\$34.99	\$34.99	\$1.52*	\$1.62*

<b>5173** Assistant to Engineer</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
<b>Group 1-A</b>				
Area 1	\$31.51	\$31.51	\$1.52*	\$1.62*
Area 2	\$33.51	\$33.51	\$1.52*	\$1.62*
<b>Group 2-A</b>				
Area 1	\$31.27	\$31.27	\$1.52*	\$1.62*
Area 2	\$33.27	\$33.27	\$1.52*	\$1.62*
<b>Group 3-A</b>				
Area 1	\$30.99	\$30.99	\$1.52*	\$1.62*
Area 2	\$32.99	\$32.99	\$1.52*	\$1.62*

**Classifications and Rates for Steel Erectors and Fabricators  
(Same Manning as Master Agreement)**

<b>Group 1 (3 classifications)</b>	<b>\$38.14</b>	<b>\$38.14</b>	<b>\$1.52*</b>	<b>\$1.62*</b>
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<b>Group 2 (4 classifications)</b>	\$36.43	\$36.43	\$1.52*	\$1.62*
<b>Group 3 (2 classifications)</b>	\$35.04	\$35.04	\$1.52*	\$1.62*
<b>Group 4 (3 classifications)</b>	\$33.11	\$33.11	\$1.52*	\$1.62*
<b>Group 5 (1 classification)</b>	\$31.86	\$31.86	\$1.52*	\$1.62*

The straight-time rates of pay for the **Truck Crane Assistant to Engineer** and **Assistant to Engineer** classifications are as follows:

**5183\*\* Truck Crane Assistant to Engineer**

<b>Group 1</b>	\$31.15	\$31.15	\$1.52*	\$1.62*
<b>Group 2</b>	\$30.93	\$30.93	\$1.52*	\$1.62*
<b>Group 3</b>	\$30.68	\$30.68	\$1.52*	\$1.62*

**5183\*\* Hydraulic**

<b>Group 3</b>	\$30.30	\$30.30	\$1.52*	\$1.62*
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**5173\*\* Assistant to Engineer**

<b>Group 1</b>	\$29.01	\$29.01	\$1.52*	\$1.62*
<b>Group 2</b>	\$28.76	\$28.76	\$1.52*	\$1.62*
<b>Group 3</b>	\$28.53	\$28.53	\$1.52*	\$1.62*

**Steel Erectors and Fabricators, Special Single Shift and Second Shift Wage Rates**

<b>Group 1</b>	\$42.51	\$42.51	\$1.52*	\$1.62*
<b>Group 2</b>	\$40.59	\$40.59	\$1.52*	\$1.62*
<b>Group 3</b>	\$39.01	\$39.01	\$1.52*	\$1.62*
<b>Group 4</b>	\$36.86	\$36.86	\$1.52*	\$1.62*
<b>Group 5</b>	\$35.44	\$35.44	\$1.52*	\$1.62*

**5183\*\* Truck Crane Assistant to Engineer**

<b>Group 1</b>	\$34.65	\$34.65	\$1.52*	\$1.62*
<b>Group 2</b>	\$34.39	\$34.39	\$1.52*	\$1.62*
<b>Group 3</b>	\$34.11	\$34.11	\$1.52*	\$1.62*

**5183\*\* Hydraulic**

<b>Group 3</b>	\$33.70	\$33.70	\$1.52*	\$1.62*
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**5173\*\* Assistant to Engineer**      **6/29/09**      **7/1/10**      **6/27/11**      **6/25/12**

<b>Group 1</b>	\$32.23	\$32.23	\$1.52*	\$1.62*
<b>Group 2</b>	\$31.96	\$31.96	\$1.52*	\$1.62*
<b>Group 3</b>	\$31.68	\$31.68	\$1.52*	\$1.62*

**Classifications and Rates for Piledrivers**

(Same Manning as Master Agreement)

<b>Group 1 (4 classifications)</b>	\$37.51	\$37.51	\$1.52*	\$1.62*
<b>Group 2 (5 classifications)</b>	\$35.80	\$35.80	\$1.52*	\$1.62*
<b>Group 3 (4 classifications)</b>	\$34.19	\$34.19	\$1.52*	\$1.62*
<b>Group 4 (3 classifications)</b>	\$32.49	\$32.49	\$1.52*	\$1.62*
<b>Group 5 (0 classifications)</b>	\$31.24	\$31.24	\$1.52*	\$1.62*
<b>Group 6 (1 classification)</b>	\$29.99	\$29.99	\$1.52*	\$1.62*

<b>Group 7 (0 classifications)</b>	\$28.93	\$28.93	\$1.52*	\$1.62*
<b>Group 8 (2 classifications)</b>	\$27.85	\$27.85	\$1.52*	\$1.62*

The straight-time rates of pay for the **Truck Crane Assistant to Engineer** and **Assistant to Engineer** classifications are as follows:

**5183\*\* Truck Crane Assistant to Engineer**

<b>Group 1</b>	\$30.86	\$30.86	\$1.52*	\$1.62*
<b>Group 2</b>	\$30.63	\$30.63	\$1.52*	\$1.62*
<b>Group 3</b>	\$30.36	\$30.36	\$1.52*	\$1.62*

**5173\*\* Assistant to Engineer**

<b>Group 1</b>	\$28.69	\$28.69	\$1.52*	\$1.62*
<b>Group 2</b>	\$28.44	\$28.44	\$1.52*	\$1.62*
<b>Group 3</b>	\$28.21	\$28.21	\$1.52*	\$1.62*

**Piledrivers, Special Single Shift and Second Shift Wage Rates**

<b>Group 1</b>	\$41.80	\$41.80	\$1.52*	\$1.62*
<b>Group 2</b>	\$39.86	\$39.86	\$1.52*	\$1.62*
<b>Group 3</b>	\$38.07	\$38.07	\$1.52*	\$1.62*
<b>Group 4</b>	\$36.14	\$36.14	\$1.52*	\$1.62*
<b>Group 5</b>	\$34.75	\$34.75	\$1.52*	\$1.62*
<b>Group 6</b>	\$33.33	\$33.33	\$1.52*	\$1.62*
<b>Group 7</b>	\$32.14	\$32.14	\$1.52*	\$1.62*
<b>Group 8</b>	\$30.94	\$30.94	\$1.52*	\$1.62*

**5183\*\* Truck Crane Assistant to Engineer**

<b>Group 1</b>	\$34.32	\$34.32	\$1.52*	\$1.62*
<b>Group 2</b>	\$34.07	\$34.07	\$1.52*	\$1.62*
<b>Group 3</b>	\$33.76	\$33.76	\$1.52*	\$1.62*

**5173\*\* Assistant to Engineer**

<b>Group 1</b>	\$31.88	\$31.88	\$1.52*	\$1.62*
<b>Group 2</b>	\$31.60	\$31.60	\$1.52*	\$1.62*
<b>Group 3</b>	\$31.33	\$31.33	\$1.52*	\$1.62*

**SECTION 3 *Fringe Benefits***

*Fringe Benefit Rates.* The fringe benefit rates set forth in the Master Agreement shall apply to all work covered by this Addendum.

**Section 3.1 *Health and Welfare and Sick Benefits.*** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California according to the following schedule:

Effective June 29, 2009 — Seven dollars and ninety-three cents (\$7.93) per hour

Effective July 1, 2010 — Eight dollars and fifty-eight cents (\$8.58) per hour

Effective June 27, 2011 — Nine dollars and forty-four cents (\$9.44) per hour (\*)

Effective June 25, 2012 — Ten dollars and thirty-nine cents (\$10.39) per hour (\*)

(\*) For the years 2011 and 2012, if the amount provided is more than sufficient to fund the Health & Welfare, the balance may be allocated by the Members.



Effective July 1, 2010, two cents (\$.02) of the eight dollars and fifty-eight cents (\$8.58) shall be paid to Addiction Recovery Program, Inc. ("ARP"). This payment shall be in addition to money the Health and Welfare Fund currently provides ARP.

If a National Health Act or State Health Care Act is enacted, the parties shall meet to eliminate any duplicate benefits and duplicate cost to the Individual Employer. If the Individual Employer's total benefit cost for providing Health and Welfare benefits to Employees is reduced because of a change in the law, the Union shall allocate the savings portion of the hourly Operating Engineers' Health & Welfare Fund contribution rate, as determined by the Board of Trustees, to the Operating Engineers' Pension Trust Fund for purposes of funding any liabilities.

**Section 3.2 Pensioned Health and Welfare.** Each Individual Employer covered by this Agreement shall pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

Effective June 26, 2006 — Two dollar and fourteen cents (\$2.14) per hour

**Section 3.3 Pension.** To fund the Pension Plan for the Pension Trust Fund for Operating Engineers, each Individual Employer covered by this Agreement shall pay into the Pension Trust Fund for Operating Engineers, according to the following schedule:

Effective June 29, 2009 — Seven dollars (\$7.00) per hour

Effective July 1, 2010 — Seven dollars and sixty-three cents (\$7.63) per hour

Effective June 27, 2011 — Eight dollars and twenty-six cents (\$8.26) per hour (\*)

Effective June 25, 2012 — Eight dollars and eighty-nine cents (\$8.89) per hour (\*)

(\*) For the years 2011 and 2012, if the amount provided is more than sufficient to fund the Pension, the balance may be allocated by the Members.

The parties agree that sufficient contributions will be made available from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the Pension Board of Trustees pursuant to the Pension Protection Act of 2006 and the Union will select an option (Schedule) in the Pension's Funding Improvement Plan. Additional monies required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits.

Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule for Apprentices:

Effective June 29, 2009 1<sup>st</sup> Period thru 5<sup>th</sup> Period — Five dollars and forty cents (\$5.40) per hour

Effective July 1, 2010 1<sup>st</sup> Period thru 5<sup>th</sup> Period — Six dollars and three cents (\$6.03) per hour

Effective June 27, 2011 1<sup>st</sup> Period thru 5<sup>th</sup> Period — Six dollars and sixty-six cents (\$6.66) per hour (\*)

Effective June 25, 2012 1<sup>st</sup> Period thru 5<sup>th</sup> Period — Seven dollars and twenty-nine cents (\$7.29) per hour (\*)

(\*) For the years 2011 and 2012, if the amount provided is more than sufficient to fund the Pension, the balance may be allocated by the Members.

The Pension Plan is and has been a defined benefit pension plan.

**Section 3.4 Affirmative Action Training Fund.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund according to the following schedule:

Effective June 25, 2001 — Sixty-two cents (\$.62) per hour

In addition to the above, the Individual Employer shall pay one dollar (\$1.00) per hour for each hour worked or paid each Registered Apprentice into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

**Section 3.5** *Vacation and Holiday Pay.* Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Vacation and Holiday Pay according to the following schedule:

Effective June 29, 2009 — Three dollars and sixty cents (\$3.60) per hour

Effective July 1, 2010 — Three dollars and sixty-three cents (\$3.63) per hour

Effective June 27, 2011 — Three dollars and sixty-six cents (\$3.66) per hour

Effective June 25, 2012 — Three dollars and seventy cents (\$3.70) per hour

**Section 3.6** *Registered Apprentices.* Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Vacation Holiday and Pay for Apprentices according to the following schedule:

Effective June 29, 2009 — Three dollars and ten cents (\$3.10) per hour

Effective July 1, 2010 — Three dollars and thirteen cents (\$3.13) per hour

Effective June 27, 2011 — Three dollars and sixteen cents (\$3.16) per hour

Effective June 25, 2012 — Three dollars and twenty cents (\$3.20) per hour

**Section 3.7** Such payments shall be made at Alameda, California, in accordance with and in the manner as provided in Section 23.00.00.

**Section 3.8** *IUOE/PAC.* The Employees may voluntarily authorize in writing that a portion of said payments be made to the Political Action Committees established by Operating Engineers Local 3 and/or by the International Union of Operating Engineers.

**Section 3.9** *Annuity Fund.* To fund the Operating Engineers Annuity Plan, each Individual Employer covered by this Agreement shall pay into the Annuity Trust Fund for Operating Engineers, according to the following schedule:

Effective June 25, 2001 — Forty cents (\$.40) per hour

The Annuity Plan is and has been a defined contribution pension plan.

**Section 3.10** *Contract Administration Fund.* Each Individual Employer covered by this Agreement shall pay into the Contract Administration Fund according to the following schedule:

**AGC**

Effective December 28, 1998 — Eight cents (\$.08) per hour

**AECE**

Effective September 1, 1998 — Seven cents (\$.07) per hour\*

\*Individual Employers shall make the payments set forth in Section 12.08.00 directly to the Employer through its monthly dues billings.

**EUCA**

Effective June 29, 1998 — Ten cents (\$.10) per hour  
(*Engineering and Utility Contractors Association Industry Promotion Fund*)

Effective September 1, 1998 — Three cents (\$.03) per hour

**UMIC**

Effective December 28, 1998 — Seven cents (\$.07) per hour

**Short Form Employers**

Effective December 28, 1998 — Four cents (\$.04) per hour

Such monies provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including Section 18.00.00, for the industry.

**Section 3.11 Industry Stabilization Fund.** Each Individual Employer covered by this Agreement shall pay into the Industry Stabilization Fund according to the following schedule:

Effective June 29, 1998 — Six cents (\$.06) per hour

Such monies shall be utilized to enhance the enforcement of prevailing wage laws through The Foundation for Fair Contracting within the geographic area covered by this Agreement.

**Section 3.12 Job Placement Center and Market Area Committee Administration Market Preservation Fund.** Each Individual Employer covered by this Agreement shall pay into the Job Placement Center and Market Area Committee Administration Market Preservation Fund according to the following schedule:

Effective June 24, 2002 — Eleven cents (\$.11) per hour

**Section 3.13 Business Development Fund.** Each Individual Employer covered by this Agreement shall pay into the Business Development Trust Fund according to the following schedule:

**AGC**

Effective June 29, 1998 — Eight cents (\$.08) per hour

**AECE**

Effective September 1, 1998 — Eight cents (\$.08) per hour

**EUCA**

Effective September 1, 1998 — Nine cents (\$.09) per hour

**UMIC**

Effective June 29, 1998 — Nine cents (\$.09) per hour

**Short Form Employers**

Effective June 16, 1998 — Twelve cents (\$.12) per hour

Such monies shall be utilized to maintain and increase signatory contractors' market share and to develop new markets. [Note: These monies are distributed to the California Alliance for Jobs and/or the Construction Industry Force Account Committee and/or Foundation for Fair Contracting on a proportionate basis according to each Association.]

**Section 3.14 Heavy & Highway Committee.** The Employer shall contribute one cent (\$.01) per hour to the Heavy and Highway Committee effective January 1, 2001.

**Section 3.15 Supplemental Dues.** Effective for all work performed on and after July 1, 2010, it is agreed that upon written authorization, provided by the Union, as required by law, the amount designated by the Union shall be deducted from the Vacation and Holiday Pay of each Employee and remitted directly to the Union. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee, as specified in the provisions of Section 04.02.00, Union Security, of this Agreement. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

The Union shall exonerate, reimburse and hold harmless the Employer, each Individual Employer, and their respective officers, directors, agents, and employees, individually and collectively, against any and all liabilities and reasonable expenses arising out of the payment, receipt or a distribution of the amounts designated by the Union.

**Section 3.16 Operating Engineers Retiree Supplemental Benefit Plan**

It is understood and agreed to by the Employers and the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers that a new joint labor-management trust fund will be established during the term of the current 2010 Master Labor Agreement for purposes of providing eligible retirees with supplemental benefit checks only, which shall not be associated with or be a basis of funding for the Pension or Health and Welfare Plans.

It is also further understood and agreed by the parties that this Plan is an Employee welfare benefit plan and that this Plan will be funded out of the Union membership's designated wage allocation as determined by the Union. It is the intent of the parties that the maximum total funding for this plan shall not exceed fifteen cents (\$.15) per year during the term of this Agreement or any future agreement, unless expressly agreed to by the parties in writing.

It is also agreed to by the parties that no monies shall be allocated to this newly established fund until such time as the pension fund reaches an ninety percent (90%) funded level. Which has been verified by the Pension Fund actuary.

#### **SECTION 4 *Addendum Counties***

**Section 4.1** This Addendum shall apply to covered work as defined in Section 2 which is performed in the Counties listed below:

Alpine; Amador; Butte; Calaveras; Colusa; Del Norte; El Dorado; Fresno; Glenn; Humboldt; Kings; Lake; Lassen; Madera; Mariposa; Mendocino; Merced; Modoc; Monterey; Napa; Nevada; Placer; Plumas; Sacramento; San Benito; San Joaquin; Santa Cruz; Shasta; Sierra; Siskiyou; Stanislaus; Sonoma; Sutter; Tehama; Trinity; Tulare; Tuolumne; Yuba; and Yolo.

#### **SECTION 5 *Work Rules***

These work rules will apply to all building construction work, parking lots, and driveways covered by the Master Agreement in all counties covered by the Master Agreement on jobs on which the value of the work covered by the Master Agreement for the entire project is less than \$3,000,000.00. The Individual Employer shall not engage in or enter into any scheme, plan or device with the Contracting Authority or Developer to job split or split contracts with the intent of pricing a specific job or project under \$3,000,000.00. The Individual Employer shall provide the Union with documentation to establish that the value of a job is under \$3,000,000.00.

**Section 5.1** Straight time hours shall be reckoned by the half (1/2) shift, three quarters (3/4) of a shift and by the full shift.

**Section 5.2** An Employee who works at more than one rate on the same day shall be paid at the highest rate for all hours worked if the Employee works at the highest rate for at least one half of the Employee's straight time hours worked that day. If the Employee works at the highest rate for less than one half of the Employee's straight time hours that day, the Employee shall be paid for actual time worked at each rate.

**Section 5.3** So long as the Individual Employer properly mans a job, it may make full utilization of Employees by assigning them work other than work defined in Section 02.05.00 of the Master Agreement.

**Section 5.4** The regular work day shall be eight (8) consecutive hours or ten (10) consecutive hours (exclusive of a meal period) which shall constitute a regular shift's work. The regular starting time of a single shift shall be between 5:00 a.m. and 10:00 a.m. The parties may establish different starting times.

**Section 5.5** Forty (40) hours of work, Monday through Friday, shall constitute the regular workweek.

**Section 5.6** All work performed in excess of forty (40) hours in any one (1) week and all hours worked on Saturday shall be paid for at the overtime rate of time and one-half (1-1/2). All work performed on Sunday and holidays shall be paid at double time.

**ADDENDUM "B"**  
**RETIREE WORK PROVISIONS**

Recognizing that retired Employees may from time to time wish to return to work on a temporary basis, the Employer and the Union have agreed that said Retiree may return to work on the following basis:

- (2) Retiree is age 62 years or over.
- (3) Does not replace any Employee currently on the payroll of the Individual Employer.
- (4) Is requested to work during the months of April through November of any calendar year.
- (5) There is less than fifteen percent (15%) registered on the out-of-work list in their Job Placement Center servicing the job or project to which the Employee is to be dispatched.
- (6) Retiree is not eligible to register or work in a Preferred Classification.
- (6) A Journeyman shall not be employed as an Assistant to Engineer.
- (7) *PENSIONED HEALTH AND WELFARE*. Each Individual Employer covered by the Retiree Work Provisions shall pay into the Operating Engineers' Pensioned Health and Welfare Trust Fund according to the following schedule:

Effective June 29, 2009 — The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 29, 2009, less the amount paid to the Vacation and Holiday Pay Plan and the Supplemental Dues.

Effective July 1, 2010 — The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on July 1, 2010, less the amount paid to the Vacation and Holiday Pay Plan and the Supplemental Dues.

Effective June 27, 2011 — The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 27, 2011, less the amount paid to the Vacation and Holiday Pay Plan and the Supplemental Dues.

Effective June 25, 2012 — The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 25, 2012, less the amount paid to the Vacation and Holiday Pay Plan and the Supplemental Dues.

(8) *VACATION & HOLIDAY PAY PLAN.* Each Individual Employer covered by the Retiree Work Provisions shall pay into the Operating Engineers Vacation & Holiday Pay Plan according to the following schedule:

Effective June 29, 2009 — the amount provided for in Section 12.06.00

Effective July 1, 2010 — the amount provided for in Section 12.06.00

Effective June 27, 2011 — the amount provided for in Section 12.06.00

Effective June 25, 2012 — the amount provided for in Section 12.06.00

(9) *SUPPLEMENTAL DUES.* (see Section 12.12.00)

Effective June 29, 2009 — the amount provided for in Section 12.12.00

Effective July 1, 2010 — the amount provided for in Section 12.12.00

Effective June 27, 2011 — the amount provided for in Section 12.12.00

Effective June 25, 2012 — the amount provided for in Section 12.12.00

**ADDENDUM "C"**  
**JOINT LABOR MANAGEMENT**  
**SUBSTANCE ABUSE POLICY**

**I. INTRODUCTION**

The Union and the Employer establish this Policy in order to provide the Individual Employer with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. An Individual Employer is not obligated by this Agreement to have a substance abuse policy. Implementation of this Policy is not mandatory by any Individual Employer, but this Policy is the only policy the Individual Employer may implement for Employees. Once implemented, the Policy shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

An Individual Employer which is regulated by the United States Department of Transportation ("DOT") Code of Federal Regulation CFR 382 and 49 may elect not to implement the testing provisions of this Policy for its Employees who are not regulated by DOT.

**II. NOTICE**

- A. An Individual Employer must give written notice to the Union that it is implementing this Policy. The notice must be delivered in person, by certified mail or by FAX before it implements the Policy. A DOT regulated Individual Employer shall specifically notify the Union whether it is implementing the testing provisions of this Policy for its Employees who are not subject to DOT regulations. The notice shall be delivered to the Union at the following address:

Operating Engineers Local Union No. 3  
1620 South Loop Road  
Alameda, CA 94502  
(FAX: [510] 748-7401)

- B. The Individual Employer may not implement this Policy unless it subjects all management and supervisory employees to the same type of testing which is provided herein.
- C. An Individual Employer who has implemented this Policy shall advise the Union dispatchers with whom it places an order for Employees that it intends to drug test dispatched Employees. A test result shall not be set aside because an Individual Employer does not give such notice.
- D. An Individual Employer who implements this Policy shall provide written notice of this Policy to all Employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.
- E. Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the Individual Employer a violation of the Master Agreement and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

### **III. PURPOSE OF POLICY**

- A. The Individual Employer and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and of injury.

The Individual Employer and the Union therefore adopts this Policy. The intent of the Policy is threefold:

1. To maintain a safe, drug and alcohol free workplace;
  2. To maintain our work force at its maximum effectiveness; and
  3. To provide confidential referral to the Addiction Recovery Program ("ARP") and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.
- B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment *before* job performance has become a disciplinary problem. Employees are urged to use the services available through ARP. ARP will assist them and refer them to the appropriate treatment program.
1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare Plan, up to the limits described in the plans.
  2. An Employee shall be granted necessary leave of absence for treatment ARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

### **IV. EDUCATION PROGRAM**

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse affect they have

on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees. ARP shall continue to provide an educational program for the Individual Employer for their Employees and shall, to the maximum extent possible, train the Employees of Individual Employer who implement this Policy.

## V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "confidential." Employee records related to this Policy shall not be kept in the Employee's personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

## VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody. All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories. All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols. All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test. The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Levels. SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services ("DHHS"). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

Medical Review Officer. A Medical Review Officer ("MRO") shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if



available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officers' Certification Council. The Union shall approve all MRO's. Upon verification of a positive test result, the MRO shall refer the affected Employee to ARP for assessment and referral to treatment, if appropriate.

Consent Form. Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form "A"). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For. A specimen may be tested for alcohol, cannabinoids (THC), barbiturates, opiates, cocaine, phencyclidines (PCP), amphetamines, and methaqualone or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires Individual Employer to test, this Section will be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test. The Individual Employer may direct the Employee to submit to a urine test or at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol. An Employee who is unable to provide a urine sample within one (1) hour of being directed to do so, will submit to a blood test.

Notification to Employer of Test Results. The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

## **VII. TYPES OF PERMISSIVE TESTING**

### **A. TIME OF DISPATCH TESTING**

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to ARP. The Individual Employer shall not be obligated to employ any such Employee after ARP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

Time of Dispatch Screening by the Job Placement Center: The parties shall establish a joint committee to determine whether there is a feasible means by which the Job Placement Centers can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

#### B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained Management Representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained Management Representative's observations and conclusions must be confirmed by another trained Management Representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Report Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a Union Representative (including a Steward) and allow the Employee to consult with a Union Representative before the Employee submits to the test, if the Union Representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

#### C. ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work-related accidents involving property damage or bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this Section.

#### D. UNANNOUNCED RANDOM TESTING

An Individual 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 an Individual Employer initiates such testing, all Employees shall be subjected to such testing. The Individual Employer may establish two random testing pools; one for DOT regulated Employees and one for all others.

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

**E. DOT REGULATED EMPLOYEES**

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/DISCIPLINE, of the Policy. ARP shall be the Substance Abuse Professional for all Employees. ARP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive "pre-employment" test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

**F. OWNER/AWARDING AGENCY REQUIREMENTS**

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

**G. QUICK TESTS**

The parties agree to allow the Employers to use, on an individual basis, an oral or urine quick test approved by the bargaining parties as an effective low-cost tool for substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures for the oral test (including the oral screen – OSR device) and the urine test shall be conducted in a manner consistent with the product manufacturer's specifications; in an effort to produce the most consistent and accurate results possible. Dispatched members who fail this saliva or urine test will be sent for standard urine testing. When the Individual Employer conducts the oral screen, a negative result may be accepted and the applicant may be put to work with no further testing required. A non-negative (inconclusive) result will subject the applicant to the Standard Procedures in this Agreement.

**VIII. EMPLOYER REFERRALS**

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to ARP based upon documented declining job performance or other observations prior to testing under Section VII and/or disciplining the Employee.

**IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM**

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to ARP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. ARP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

## **X. PROHIBITED ACTIVITIES/DISCIPLINE**

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

## **XI. REHABILITATION/DISCIPLINE**

The Individual Employer may discipline an Employee who violates any provision of Section X. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to ARP any Employee who violates any provision of Section X which prohibits the sale of, attempted sale of or manufacture of prohibited substances before it disciplines the Employee. The Individual Employer may not discipline any Employee who violates any other provisions of Section X until such Employee has been offered an opportunity to receive treatment and/or counseling.

Any Employee who fails to come forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall not be eligible for the reemployment provisions of this Section XI.

Any Employee who comes forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall be subject to reemployment as follows. The Employee will not be discharged if he/she agrees in writing to undergo the counseling/treatment ARP prescribes. The Individual Employer shall re-employ the Employee when ARP releases him/her to return to work if it has work available. It will not be required to lay-off any current Employee in order to re-employ the Employee. If it does not have any work available when ARP releases the Employee, it shall re-employ the Employee as soon as it has work available. The Employee will be subject to a return-to-work agreement. The Individual Employer, the Union and the Employee will enter into a return-to-work agreement. The return-to-work agreement will require the Employee to comply with and complete all treatment ARP, or the treatment provider, as the case may be, determines is appropriate. It will also provide a monitoring of the Employee's compliance with the treatment plan ARP, or the treatment provider, develops and will allow the Individual Employer to require the Employee to submit to unannounced testing. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement. This procedure shall be followed on a consistent basis. Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

The parties agree to establish a Substance Abuse Testing Procedures Committee who shall be empowered to periodically review and update testing procedures. Either party may request a meeting under this section and such meeting shall be convened within thirty (30) days.

The Substance Abuse Procedures Committee composed of Jim Murray, Steve Clark, Jack Estill, Tim Conway, Mark Breslin, Carl Goff, Russ Burns, Sean O'Donoghue and Byron Loney.

## **XII. NON-DISCRIMINATION**

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in ARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in ARP and/or undergoing treatment and rehabilitation.

#### **XIII. COST OF PROGRAM**

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. ARP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employer. The Individual Employer will pay all costs for testing.

#### **XIV. GRIEVANCE PROCEDURE**

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

#### **XV. SAVINGS CLAUSE**

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

**FORM "A"**  
**EMPLOYEE CONSENT AND RELEASE FORM**

I, \_\_\_\_\_, have been directed by my employer, \_\_\_\_\_, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the Substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my employer and Operating Engineers Local Union No. 3 (the "Local 3 Agreement") which governs my employment with my employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Cannabinoids (THC), Opiates, Phencyclidine, Barbiturates, Methaqualone and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my employer; and
3. The Medical Review Officer may verify the test and report to my employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Dispatch testing, if I am directly or indirectly involved in a work-related accident involving property damage, bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the Policy. I also consent to be tested if my employer has probable cause to do so as set forth in the Policy. I also consent to be randomly tested in accordance with the Policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 and my employer is required to test me under these regulations.

My employer has advised me that:

1. I have a right to have a Union Representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and
4. I have a right to consult with a Union Representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my employer. By doing so I am not waiving any rights I may have under the Local 3 Collective Bargaining Agreement or any applicable law except as expressly provided for herein. By signing this Agreement, I am not acknowledging that my employer has probable cause to believe I have violated any provision of the substance abuse policy which is part of the Local 3 Agreement or any of my employer's policies which pertain to my employment.

- I previously have received a copy of the Policy.
- My employer has provided me with a copy of the Policy.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Employee Name [Please Print])

\_\_\_\_\_  
(Date)

***Witness:***

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Witness Name [Please Print])

\_\_\_\_\_  
(Date)

**FORM "B"**  
**INCIDENT REPORT FORM**

Employee Involved: \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Time of Incident: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

Employee's Job Assignment/Position: \_\_\_\_\_

Employee Notified of His/Her Right to Union Representation:     Yes     No

Date Notified: \_\_\_\_\_ Time Notified: \_\_\_\_\_

Witness to Incident: \_\_\_\_\_

Witness' Observation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Action Taken: \_\_\_\_\_

\_\_\_\_\_

Date/Time Action Taken: \_\_\_\_\_

**ADDENDUM "D"**  
**MEMORANDUM OF AGREEMENT**  
**(Entry Level Operator)**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of July 2010, by and between Signatory Associations ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL CIO ("Union").

The Employer and the Union have met and agreed to add the following classification to their current Agreement and to amend their Agreement as follows:

**01.00.00 ENTRY LEVEL OPERATOR**

**01.01.00** The Employer may employ Employees in the Entry Level Operator classification for private work only.

**01.02.00 Probationary Period.** The first seven hundred fifty (750) hours worked shall be considered the probationary period for the Entry Level Operator.

**01.03.00** No Entry Level Operator shall displace or cause the layoff or termination of employment of the Employer's Employees who are employed on the job on which the Entry Level Operator is employed, when the Employer hires an Entry Level Operator.

**02.00.00 HIRING**

**02.01.00** The Employer may only hire Entry Level Operators when there is less than fifteen percent (15%) registered on the out-of-work list in the Job Placement Center servicing the job or project to which the Employee is to be dispatched.

**02.02.00** The Employer may hire Employees from any source including the Union's Job Placement Center. The Employer shall refer to the Job Placement Center any Employee whom it hires from a source other than the Job Placement Center. It shall do so within forty-eight (48) hours of the day the Employee begins work. The Job Placement Center shall issue the Employee a dispatch slip.

**03.00.00 WAGES**

**03.01.00** For private work only, the current wage rate for the Entry Level Operator shall be based on percentage of the current Group 4 wage rate from the Northern California Master Agreement ("Master Agreement"):

<b>Job Classifications -Straight-time hourly</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
2687 —First 375 hours .....60%	\$20.03	\$20.03	*	*
2688 —Second 375 hours.....70%	\$23.37	\$23.37	*	*
2689 —Third 375 hours.....80%	\$26.70	\$26.70	*	*
2697 —Fourth 375 hours.....90%	\$30.04	\$30.04	*	*
<b>Job Classifications -Special Single and Second Shift</b>	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
2687 —First 375 hours .....60%	\$22.29	\$22.29	*	*
2688 —Second 375 hours.....70%	\$26.01	\$26.01	*	*
2689 —Third 375 hours.....80%	\$29.72	\$29.72	*	*
2697 —Fourth 375 hours.....90%	\$33.44	\$33.44	*	*

\* To be allocated by the Union, the allocation shall become effective forty-five (45) days after receipt of written notice by the Employer, but in no event earlier than June 27, 2011 and June 25, 2012. Untimely notification of contractual wage, fringe benefit or dues increase shall not result in a default.



**03.01.01** For work other than private, the wage rate for Entry Level Operator shall be one hundred percent (100%) of the current prevailing wage rate for a Journeyman Operator.

**03.02.00** When the Entry Level Operator has completed fifteen hundred (1500) hours worked, he/she shall be considered a qualified Journeyman Operator.

**03.02.01** When the Entry Level Operator has attained Journeyman Operator status, he/she shall receive one hundred percent (100%) of the current prevailing wage and fringe benefits for a Journeyman Operator.

**03.03.00** *Private Work Agreement ("PWA").* When working in a District where a Private Work Agreement ("PWA") is in effect, an Entry Level Operator shall not be paid less than the wages set forth in Section 03.01.01, unless these exceed those noted in the PWA. The wage percentages noted in Section 03.01.00 are not to be applied to any Private Work Agreement.

**04.00.00** ***FRINGE BENEFITS***

**04.01.00** *Health and Welfare.* The Employer shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California according to the following schedule:

Effective June 29, 2009 — Seven dollars and ninety-three cents (\$7.93) per hour

Effective July 1, 2010 — Eight dollars and fifty-eight cents (\$8.58) per hour

Effective June 27, 2011—Nine dollars and forty-four cents (\$9.44) per hour (\*)

Effective June 25, 2012 —Ten dollars and thirty-nine cents (\$10.39) per hour (\*)

(\*) For the years 2011 and 2012, if the amount provided is more than sufficient to fund the Health & Welfare, the balance may be allocated by the Members.

**04.02.00** *Pensioned Health and Welfare.* The Employer shall pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

Effective June 29, 2009 — Two dollars and one cent (\$2.01) per hour

**04.03.00** *Pension.* The Employer shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule:

Effective June 29, 2009 — Four dollars and thirteen cents (\$4.13) per hour

Effective July 1, 2010 —Four dollars and seventy-six cents (\$4.76) per hour

Effective June 27, 2011 —Five dollars and thirty-nine cents (\$5.39) per hour (\*)

Effective June 25, 2012 —Six dollars and two cents (\$6.02) per hour (\*)

(\*) For the years 2011 and 2012, if the amount provided is more than sufficient to fund the Health & Welfare, the balance may be allocated by the Members.

**04.03.01** The Pension is and has been a defined benefit pension plan.

**04.04.00** *Affirmative Action Training Fund.* The Employer shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice and Journeyman Affirmative Action Training Fund according to the following schedule:

Effective June 25, 2001 — Sixty-two cents (\$.62) per hour

**04.05.00** *Vacation and Holiday Pay.* Each Individual Employer covered by this Agreement shall pay Vacation and Holiday Pay according to the following schedule:

- Effective June 29, 2009 — One dollar and ninety cents (\$1.90) per hour
- Effective July 1, 2010 — One dollar and ninety-three cents (\$1.93) per hour
- Effective June 27, 2011 — One dollar and ninety-six cents (\$1.96) per hour
- Effective July 1, 2010 — Two dollars (\$2.00) pr hour

**04.06.00** *Supplemental Dues.* Effective for all work performed on and after July 1, 2010, it is agreed that upon written authorization, provided by the Union, as required by law, the amount designated by the Union shall be deducted from the Vacation and Holiday Pay of each Employee and remitted directly to the Union. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee, as specified in the provisions of Section 04.02.00, Union Security, of this Agreement. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

**04.06.01** The Union shall exonerate, reimburse and hold harmless the Employer, each Individual Employer, and their respective officers, directors, agents, and employees, individually and collectively, against any and all liabilities and reasonable expenses arising out of the payment, receipt or a distribution of the amounts designated by the Union.

**05.00.00** *DUES*

**05.01.00** The Entry Level Operator shall pay a dues rate equal to seventy-five percent (75%) of the full rate.

**06.00.00** *INITIATION FEE*

**06.01.00** The Entry Level Operator shall pay the current initiation fee.

**OFFICES OF LOCAL UNION NO. 3**

<b>LOCAL 3 HEADQUARTERS</b>	
1620 South Loop Road, Alameda, CA 94502 .....	510/748-7400
<b>SAN FRANCISCO/SAN MATEO</b>	
828 Mahler Road, Suite B, Burlingame, CA 94010 .....	650/652-7969
<b>FAIRFIELD</b>	
2540 N. Watney Way, Fairfield, CA 94533 .....	707/429-5008
<b>ROHNERT PARK</b>	
6225 State Farm Dr., #100, Rohnert Park 94928.....	707/585-2487
<b>OAKLAND</b>	
1620 South Loop Road, Alameda, CA 94502 .....	510/748-7446
<b>STOCKTON</b>	
1916 North Broadway, Stockton, CA 95205 .....	209/943-2332
<b>EUREKA</b>	
1213 Fifth Street Eureka, CA 95501 .....	707/443-7328
<b>FRESNO</b>	
4856 N. Cedar, Fresno, CA 93726 .....	559/229-4083
<b>YUBA CITY</b>	
468 Century Park Drive, Yuba City, CA 95991 .....	530/743-7321
<b>REDDING</b>	
20308 Engineers Lane, Redding, CA 96002 .....	530/222-6093
<b>SACRAMENTO</b>	
3920 Lennane Drive, Sacramento, CA 95834 .....	916/993-2055
<b>SAN JOSE</b>	
325 Digital Drive, Morgan Hill, CA 95037.....	408/465-8260
<b>RENO</b>	
1290 Corporate Blvd., Reno, Nevada 89502 .....	775/857-4440
<b>ELKO</b>	
1094 Lamoille Hwy., Elko, Nevada 89801 .....	775/753-8761
<b>SALT LAKE CITY</b>	
1958 W.N. Temple, Salt Lake City, Utah 84116.....	801/596-2677
<b>HONOLULU</b>	
1075 Opakapaka Street, Kapolei, HI 96707 .....	808/845-7871
<b>HILO</b>	
50 Waianuenue, Hilo, HI 96720 .....	808/935-8709
<b>MAUI</b>	
95 Lono Avenue, Ste. #104, Kahului, HI 96732 .....	808/871-1193







## LABORERS' ASBESTOS AND LEAD REMOVAL AGREEMENT

THIS AGREEMENT is entered into this 1<sup>st</sup> Day of April, 2010, by and between the Association of Environmental Contractors and its respective members, hereinafter referred to as "Employer" and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, affiliated with the Laborers' International Union of North America, and its affiliated LOCAL UNION NO. 67, hereinafter referred to as the "Union."

### ARTICLE I Recognition

1. The Employer and each Individual Employer recognizes the Union as the duly authorized, sole and exclusive collective bargaining representative of all employees of the Individual Employer over whom the Unions have jurisdiction in the area of the work covered by this Agreement.

### ARTICLE II Coverage

2. **Geographical Coverage.** 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.
  - 2.1 **Work Coverage.** The work covered by this Agreement is site mobilization, initial site cleanup, site preparation, shrink wrap, and work or removal of materials that have a potential to create hazardous exposure, as determined by job specification and/or state, federal or safety regulations. The work covered by this agreement includes asbestos; lead containing materials; mold; associated work; work requiring personal protection equipment ("PPE") and engineering controls; and any other tasks which the Individual Employer may direct in connection with this work. This work may be performed by hand, equipment or machinery and includes the erection of scaffolding, the fabrication of temporary wooden barriers and the assembly of decontamination stations.
  - 2.2 **Subcontractors.** If an Individual 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. The Individual Employer will give written notice to the Union of any subcontracting 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.
  - 2.3 **Employee Coverage.** All asbestos and lead removal workers of the Individual Employer within the geographical area of this Agreement.
  - 2.4 **Exclusions.** This Agreement shall not cover supervisors, guards, clerical, managerial, technical or professional employees of the Individual Employer.

**ARTICLE III**  
**Safety**

3. **General Principles.** The safety and well-being of the employees are the primary concern of the parties and the Individual Employer shall not permit the employees to be placed in unsafe conditions without adequate protective gear, instruction and supervision.

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 each Individual Employer. Each Individual 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. Each Individual Employer must post the name and address of its doctor and of the Worker's Compensation Insurance carrier on the job site.

No employee shall be discharged for refusing to work under conditions injurious to his 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 OSHA or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.

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.

The Local Union shall be notified within one day (twenty-four hours) of any industrial injury which results in death or requires hospitalization.

- 3.1. **Training.** The Union shall ensure that workers are properly trained and meet all certification requirements. The Union shall provide properly trained workers and ensure that these workers meet all certification requirements prior to dispatch to the Individual Employer.

If the Union cannot meet the Individual Employer's staffing needs within 24 hours of the Individual Employer's request to the Union and the Individual Employer hires from another source, the Union shall offer employees hired off the bank, who have current training a reduced Initiation Fee plus two months dues. Each year, the Union shall request a variance for reduced Initiation Fees from the delegates of the Northern California Laborers' District Council and Executive Board and any reduced Initiation Fees are subject to this approval. The Union will not train non-members of the Union. The Union shall be directly responsible for collecting Initiation Fees and Dues from the employee within a specified time period agreed upon between the employee and the Union. In addition, the Union shall provide the Individual Employer with current up-to-date medical certificates prior to or at the time of dispatch to the Individual Employer, which dispatch will be not more than forty-eight (48) hours after said employees register for employment from the Union's Hiring Hall.

If the Union is unable to provide employee training upon three (3) days advance notice from the Individual Employer, the Union agrees to outsource training to an approved third party provider and provide said training at the Individual Employer's office or yard location.

- 3.2 **Compliance with laws, regulations and standards.** The Individual Employer shall comply with all applicable Federal, State and Local laws and regulations.



**ARTICLE IV**  
**Union Security**

4. **Union Membership.** All employees shall be required, as a condition of their employment, to apply for and become members of and maintain membership in the Union, within eight (8) days following the beginning of their employment or the date of execution of this Agreement, whichever is later. Failure to pay initiation fees and/or dues shall result in the employee's termination within two (2) work days of the Union's request to the Individual Employer.
- 4.1 **Dues Check-off.** The Individual Employer shall have the option of offering a dues check-off system whereby the Individual Employer agrees to deduct from the pay of employee and remit the appropriate monthly dues authorized by the employee, pursuant to a voluntary, written authorization.

**ARTICLE V**  
**Wages and Fringe Benefits**

5. **Wages.** Wages and fringe benefits will be paid in accordance with the attached Appendices A1, A2 and A3.

Each employee shall be paid wages in full each week before or at quitting time on the Individual Employer's regular payday unless specific arrangements to the contrary are made in writing between the Individual Employer and appropriate Local Office 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.

Each employee shall be given a statement with the Individual Employer's name and address, itemizing the employee's gross amount earned, hours worked, Social Security tax, withholding tax, vacation/holiday/dues supplement and all other deductions.

- 5.1.1 **Wage and Fringe Benefit Increases.** It is agreed that effective December 1, 2010, increases will be as follows for Appendix A1: \$0.75 (Abatement Worker); \$0.75 (Specialist I) and \$0.75 (Specialist II).

Effective December 1, 2010, increases will be as follows for Appendix A2: \$0.45 (Step I); \$0.75 (Step II); \$0.75 (Step III); \$0.75 (Specialist I) and \$0.75 (Specialist II).

Effective December 1, 2010, increases will be as follows for Appendix A3: \$0.45 (Step I); \$0.45 (Step II); \$0.45 (Step III); \$0.45 (Specialist I) and \$0.45 (Specialist II).

Effective December 1, 2011, increases will be as follows for Appendix A1: \$0.80 (Abatement Worker); \$0.80 (Specialist I) and \$0.80 (Specialist II).

Effective December 1, 2011, increases will be as follows for Appendix A2: \$0.45 (Step I); \$0.80 (Step II); \$0.80 (Step III); \$0.80 (Specialist I) and \$0.80 (Specialist II).

Effective December 1, 2011, increases will be as follows for Appendix A3: \$0.55 (Step I); \$0.55 (Step II); \$0.60 (Step III); \$0.55 (Specialist I) and \$0.55 (Specialist II).

Effective December 1, 2012, increases will be as follows for Appendix A1 \$0.85 (Abatement Worker); \$0.90 (Specialist I) and \$0.90 (Specialist II).

Effective December 1, 2012, increases will be as follows for Appendix A2: \$0.45 (Step I); \$0.85 (Step II); \$0.85 (Step III); \$0.90 (Specialist I) and \$0.90 (Specialist II).

Effective December 1, 2012, increases will be as follows for Appendix A3: \$0.55 (Step I); \$0.55 (Step II); \$0.55 (Step III); \$0.55 (Specialist I) and \$0.55 (Specialist II).

During the term of this Agreement, all future increases for Lead Removal on Appendix A1 shall be equal to the total wage and fringe increases set forth in the Northern California Laborers' Master Agreement, as recognized and published by the California Department of Industrial Relations, Division of Labor Statistics and Research.

The Union may elect at its option upon ninety (90) days notice to the Employer to allocate each increase to any wage and/or fringe benefit listed in Appendices A1, A2 and A3.

5.2 **Fringe Benefits.** The parties shall be bound by all the provisions of the Declaration of Trust of the Laborers' Health & Welfare Trust Fund for Northern California, Laborers' International Union of North America, National (Industrial) Pension Fund, Laborers' Vacation-Holiday-Dues Supplement Trust Fund for Northern California, Laborers' Training and Retraining Trust Fund for Northern California and Northern California Pension Trust Fund and the Individual Employer shall pay to each of these trust funds the amounts set forth in Appendix A1 to this Agreement.

5.2.1 **Pension Benefit Fund.** The Individual Employer has agreed to make pension fund contributions on behalf of Specialist I and Specialist II covered by the Agreement. This addendum sets forth more particularly the terms and conditions of the Individual Employer's contribution obligations to this fund, except the unit of workers covered by the Agreement into participation.

#### Section 1: LIUNA National (Industrial) Pension Fund

- (a) The Individual Employer shall contribute to the Laborers' International Union of North America National (Industrial) Pension Fund for each hour for which a worker covered by this Agreement is entitled to pay, including hours of paid vacation, paid holidays, and other periods for which pay is paid or owed. The hourly contribution rate shall be the rate set forth in Appendix A1 to the Agreement. Contributions to the Fund shall commence with the first day of employment in a classification covered by the Agreement.
- (b) Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20<sup>th</sup>) day of the first month following the month during which contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Individual Employer shall also submit to the Fund on a monthly basis such contribution reports as the Board of Trustees may require to verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted to the Fund on the same schedule as contributions, and shall be submitted even if no work was performed and no contributions are owed to the Fund for the month covered by the report.
- (c) The Fund shall have the right and authority to have a certified public accountancy firm audit the payroll and other records of the Individual Employer for purposes of verifying

the accuracy of the contributions made to the Fund by the Individual Employer, verifying employee eligibility, and other purposes necessary for administration of the Fund. The Individual Employer and the Union also agree to provide the Fund with any and all truthful information necessary for administration of the Fund.

- (d) All contribution payments shall be made payable to the "LIUNA National (Industrial) Pension Fund" and sent to the Fund at 905 – 16<sup>th</sup> Street, N.W., Washington, D.C. 20006.
- (e) If the Individual Employer fails to submit contributions or contribution reports to the Fund when due, it shall be considered in default and shall be subject to charges for interest, liquidated damages, attorney fees, costs, audit fees, and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of the commencement of legal proceedings against the Individual Employer and others acting on its behalf. The Individual Employer's obligations with respect to the Fund shall not be subject to any grievance or arbitration procedure provided under the Agreement. The Union shall have the right to take whatever steps it deems necessary to secure compliance by the Individual Employer with its contribution obligations.
- (f) The Individual Employer and the Union agree to accept, be bound by, and comply fully with a copy of the Fund's Agreement and Declaration of Trust, a copy of which has been provided to both.

**5.2.2 Health and Welfare, Pension Plan, Vacation-Holiday-Dues Supplement and Training and Retraining Plan.**

In continuation of the Laborers' Health & Welfare Trust Fund for Northern California, the Laborers' Pension Trust Fund for Northern California, the Laborers' Vacation-Holiday-Dues Supplement Trust Fund for Northern California and the Laborers' Training and Retraining Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, June 4, 1963, November 19, 1968, and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted there under), each Individual Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay, in accordance with Appendix A1.

Each Individual Employer shall be subject to and entitled to the benefits of all the provisions of the Trust Agreements specified herein establishing said Funds and any amendment or modification or amendments or modifications.

Each Individual 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.

Each Individual Employer further agrees that any and all such Trust Funds may enforce this obligation by action to collect such delinquent contribution filed in any court of competent jurisdiction.

**5.2.3 Health and Welfare Trust Fund for Northern California.** The Individual Employer agrees that on or before the tenth day of each calendar month he will report and pay contributions for all

hours worked for each employee covered by this agreement who performs work in the preceding calendar month to the Laborers Health and Welfare Trust Fund for Northern California, at the office of such Fund in Fairfield, California, for the purpose of establishing eligibility for benefits for such employees. It is expressly understood and agreed that no employee will be eligible for the benefits of the Plan during any month unless and until the Individual Employer has made the required contribution in full to the Fund on behalf of all employees for that month. The Individual Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay, shift pay, show-up time, and similar payments in accordance with Appendix A1 of the Agreement.

An employee who has been laid off or terminated may continue his eligibility for benefits by electing COBRA benefits, as provided by law, and by paying to the Fund the required premium. The Individual Employer shall advise employee, in writing, at time of layoff or termination of this provision.

The Individual Employer further agrees to accept, assume and be bound by all of the obligations imposed upon the Individual Employer by that certain trust agreement known as the Laborers Health and Welfare Trust Agreement 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 there under.

The Individual Employer hereby acknowledges receipt of copies of said Plan and said Trust Agreement.

- 5.2.4 **The Association of Environmental Contractors Industry Promotion Trust Fund.** A fund entitled The Association of Environmental Contractors Industry Promotion Trust Fund shall be created to administer the provisions of this Agreement on behalf of Individual Employers signatory to this Agreement and for the purpose of monitoring market interests of the unionized segment of the industry.

## ARTICLE VI Hiring

6. **New Employees.** The Individual Employer shall notify the Union of the need for additional asbestos and lead removal employees. The Union shall maintain a sufficiently large labor pool of trained people, satisfactory to the Individual Employer, to meet the Individual Employer's staffing needs and shall have 24 hours within which to supply the Individual Employer's requirements. If the Union knows that no workers are available, the Union shall immediately notify the Individual Employer, who may then hire from any source.

The Individual Employer shall be the sole judge of the number of employees required on any project and the work assigned under this Agreement to each employee, and shall have discretion to either hire or not, any applicants for employment, so long as the refusal is not based on the applicant's membership in or referral from the Union. The Individual Employer may, in its sole discretion, continue to employ persons who have previously worked for or who are currently working for it and may assign such persons to any job site.

- 6.1 **Employment.** Appropriate registration facilities shall be maintained in the Employment Office of the Union for employees and new applicants to register for employment. This registration shall be applied to all employees and applicants without discrimination based upon age, race, color, religion, sex or national origin or membership or non-membership in any labor

organization, except as membership in the Union may be required as a condition of employment in Section IV hereof.

Except as stated in 6.2, each person desiring employment shall be registered on the out-of-work registration list by appearing personally, or a person may register by phone, indicating his/her name, address, telephone number, social security account number, qualifications and employment desired. Each person shall be listed numerically in the order in which he/she registers. Persons shall be referred in the order in which they are registered unless they are not available for referral, subject to the following conditions:

1. The Individual Employer may request persons by name and/or classification if registered on the out-of work list out of order for any reasons, and such persons must be dispatched.
2. Available for employment shall mean: All persons eligible for referral shall be present at our office or present at their residence phone during dispatching hours unless excused for the following reasons:
  - a. When a death occurs in the immediate family from the date of death and not exceeding one (1) 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 fine proof of such service.
  - d. Attendance a workers' compensation hearing or any administrative or court appearance.
3. Dispatching hours shall be from 7:00 a.m. to 9:00 a.m. Monday through Friday. In emergency cases, employees may be dispatched other than at such dispatching hours.
4. Each person, upon being referred, shall receive a written referral to be transmitted to the Individual Employer's representative at the job-site indicating the name, address, Social Security account number, type of job, date of proposed employment and date of referral.
5. No person shall be entitled to have his/her name placed on the employment list which is applicable to Specialist I unless he/she has been employed in that classification for six (6) months consecutively or three (3) years accumulatively within a period of three (3) years immediately preceding the date of his/her registration.

Furthermore, a person shall possess the following qualifications prior to qualifying for the Specialist I position:

- a. Asbestos Supervisor Certified
- b. Lead Removal Supervisor Certified
- c. CPR/First Aid Certified
- d. Need to understand the English language
- e. California Drivers' License (if required to drive company vehicle)
- f. A minimum of 4000 documented hours in the asbestos or lead industry.

An employee shall provide the Union documentation that he/she has met the aforementioned qualifications prior to being placed on the employment list as a Specialist I. The Union shall provide documentation that a Specialist I has met all the qualifications upon request of an Individual Employer.

Employees designated as being qualified as Specialist I prior to the execution date of this Agreement shall not lose such designation as a result of the above referenced requirements.

6. Any person may re-register by phone and must be personally present at their residence phone during dispatch hours.
7. 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 the Individual Employer or who fails to complete two (2) full days of work shall retain his/her position on said list; provided no person who is rejected by the Individual Employer shall be re-referred to such Individual 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 to work.
8. The Individual 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.

The Union will not refer any person who does not possess a current and legible physical, Laborer's training certification or training certification from any other bona fide source.

Any employee discharged by the Individual Employer shall not be referred again to the Individual Employer by the Union, provided that the Individual Employer notifies the Union of its desire not to hire the employee.

All employees shall possess and maintain two (2) forms of identification, one with photo, as required by the Employment Eligibility Verification form (Form I-9).

All employees must have a dispatch slip from the Union before commencing work even if hired directly by the Individual Employer.

All candidates referred from the Union's hiring hall must report to the Individual Employer's office before reporting to the job site in order to complete the Individual Employer's normal paperwork, if required by the Individual Employer. If the employee is qualified and ready for employment and not put to work within forty-eight (48) hours, the employee will be reimbursed two (2) hours' pay.

- 6.2 **Notification to the Union.** If the Individual Employer hires an employee from a source other than the Union as provided in Section 6.1, within two (2) days of the hiring, the Individual Employer shall notify the Union in writing of the employee's name, Social Security Number, date of hire, job classification, and location of job site.
- 6.3 **Substance Abuse.** The Union agrees to supply employee applicants that shall agree to comply with the policies of the Individual Employer or the Individual Employer's customers' drug testing procedures. Where such drug testing policies are in effect, all prospective employees, prior to being acceptable for employment by the company, will be required to submit to tests for the presence of alcohol and drugs.

The presence of one or more prohibited drugs or alcohol will be cause for rejection for employment and the employee shall not be entitled to show up time pay. Such discharge shall not be a breach of the Agreement in effect between the parties. Refusal to submit to the screening test will constitute voluntary withdrawal of application for employment.

#### **ARTICLE VII Provisions of Gear**

7. **Protective Equipment.** The Individual Employer shall supply respirators, hard hats, steel toed rubber boots and all other personal protective equipment required by Federal, State or local law, in the performance of work covered by this Agreement, to the employee without cost. Failure to use such equipment when required by law or by Individual Employer policy, or failure to show up at work without the same, may result in loss to the employee of any time required to supply the lack of the same and may be subject to discipline up to and including discharge. In the event the Individual Employer is unable to immediately employ a dispatched worker because of lack of protective equipment, the employee will be entitled to two (2) hours show-up time.
- 7.1 **Tools and equipment** (including one [1] respirator) provided by the Individual Employer that are necessary for the performance of a job shall be returned by the employee on demand or on completion of the job. An Individual Employer with prior written authorization of the employee may deduct from the employee's last check, the cost of the item furnished in the event said item is not returned. No deduction shall be made at any time for normal wear and tear. Should the employee lose the equipment, he shall be required to pay the cost. The Individual Employer shall provide lockers for employees as per regulations.
- 7.2 Each employee covered by this Agreement shall furnish the following hand tools and equipment:
- 1 Regular Screwdriver
  - 1 Phillips Screwdriver
  - 1 Claw Hammer
  - 1 Tin Snips
  - 1 Lineman Pliers
  - 1 Razor Knife
  - 1 Flashlight
  - 1 Gym Bag
  - 1. 12' Tape
  - 1 Tool Pouch w/Belt

1 Pair Leather Steel-toed Work Boots

Employees must report to work with long work pants, leather steel-toed boots and work shirts w/minimum 4" sleeves (per OSHA requirements).

- 7.3 The Individual Employer may make available for purchase by its employees, at the Individual Employer's cost, the above complement of tools.

**ARTICLE VIII**  
**Hours and Overtime**

8. **Hours and Days of Employment.** The Individual Employer shall establish the hours of work per day and the hours of work per week, either five (5) eight (8) hour days or four (4) ten (10) hour days in any one (1) week. Once established, the type of work week shall not be changed until the Individual Employer has notified the Union in writing. This Agreement does not guarantee any specific number of hours per day or week.

**Overtime.** Overtime is paid at the rate of one and one-half (1½) times the regular rate of pay for every hour worked after the completion of eight (8) hours up to and including twelve (12) hours in any workday or forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day of work in a workweek. Double (2x) the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work in a workweek.

Notwithstanding the above, on privately funded projects only, where four (4) ten (10) hour days are established, overtime shall be one and one-half (1½) times the regular rate of pay for all hours worked in excess of ten (10) hours in a workday or forty (40) hours in one (1) workweek. Double (2x) the employee's regular rate of pay shall be paid for all hours worked in excess of twelve (12) hours in any workday.

Overtime on Federal Davis Bacon projects shall be one and one-half (1½) times the regular rate of pay for all hours worked in excess of forty (40) in one (1) workweek.

All work on holidays listed in Article 9 will be paid at the overtime rate two (2) time the regular rate of pay.

- 8.1 **Rest Periods.** Each Individual Employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an Individual Employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked or major fraction thereof. Rest periods shall take place at Individual Employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the Individual Employer shall make-up the missed rest period within the same work day or



compensate the employee for the missed ten (10) minutes of rest time at his or her regular rate of pay within the same period.

**ARTICLE IX  
Holidays**

9. For purposes of this Agreement, recognized holidays will be January 1, (New Year's Day), President's Day (3<sup>rd</sup> Monday of February), Memorial Day (last Monday in May), Fourth of July, Labor Day, Thanksgiving Day (4<sup>th</sup> Thursday in November), and Christmas Day (December 25). It is understood that there will be no Union dispatch on the day after Thanksgiving.

**ARTICLE X  
General Working Conditions**

10. **Meal Period.** Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half (1/2) hour meal period, they shall receive one-half (1/2) hour pay at the double-time rate. When an employee is required to work more than three (3) hours after the employee's regular shift the employee will be entitled to a one-half (1/2) hour meal period at the end of the three (3) hours without loss of pay and an additional one-half (1/2) hour each five (5) hours thereafter, without loss of pay. If an employee is required to work through an overtime meal period, the employee shall receive pay for an additional one-half (1/2) hour at the double-time rate. Meal periods may be staggered to meet job requirements. The meal period shall begin in the clean area after the employee is allowed sufficient time to clean up and put on street clothes.
- 10.1 **Quitting Time Clean-Up.** The Individual Employer will allow sufficient time for employees to clean up and put on street clothes by end of shift.
- 10.2 **Cancellation.** In cases of work cancellation, the Individual Employer will make every reasonable effort to notify the employee at the last known telephone number of record. Failure to do so will entitle the employee to two (2) hours' show-up time.
- 10.3 If the Individual Employer fails to immediately employ or delays employment of an employee because of lack of personal protective equipment, the employee shall be entitled to two (2) hours show up time.

**ARTICLE XI  
Union Visitation**

11. The Union's Business Representative shall have access to the project during working hours and shall notify the Individual Employer of the Union representative's presence. The purpose of the visitation is to check the manner of compliance with the terms of this Agreement. Any such job site visit shall not interfere with the work of the employees. Upon request of the Union Representative, the Individual Employer shall provide the names and Social Security Numbers of all employees on the project within a reasonable amount of time. The Business Representative shall adhere to the Individual Employer's job site safety rules and regulations.

**ARTICLE XII**  
**Management Rights**

12. It is agreed that nothing in this Agreement shall limit the Individual Employer in the exercise of its function of management, such as the right to direct the work force, hire, promote, transfer, discipline, suspend or discharge for cause, lay off employees for lack of work, and determine the number of employees on a project.

**ARTICLE XIII**  
**No Strikes or Lockouts**

13. During the term of this Agreement, the Union shall not strike the Individual Employer and the Individual Employer shall not lock out the employees.

**ARTICLE XIV**  
**Working Conditions**

14. The Individual Employer shall make a reasonable effort to have the owner provide free parking for employees.
- 14.1 **Drinking Water.** The Individual Employer shall furnish cool and potable drinking water and sanitary drinking cups for the employees.
- 14.2 **Toilet Facilities.** The Individual Employer shall furnish suitable toilet facilities for the employees.

**ARTICLE XV**  
**Grievance Procedure**

15. **Definition.** A grievance is a claim by either party or by an employee that there has been a violation of this Agreement.
- 15.1 **Time Limits.** A grievance must be brought to the attention of the Employer or Union within ten (10) working days of its occurrence. However, time limits do not apply to Fringe Benefit delinquency.
- 15.2 **Procedure.** In any dispute concerning the interpretation or application of this Agreement, other than a jurisdictional dispute, the following shall apply:
1. An employee who cannot resolve a grievance with the Individual Employer within three (3) working days shall immediately submit the grievance to the Business Representative, who shall attempt to resolve it with the Individual Employer within three (3) days of receipt of grievance from the employee. The Individual Employer shall attempt to resolve its grievance with the Business Representative.
  2. If no resolution is reached within five (5) days of the date the Business Representative submitted the grievance to the Employer or the Employer submitted the grievance to the Union, the grievance may be submitted by either party to a Board of Adjustment created for the settlement of such disputes.

3. The Board of adjustment shall be composed of one (1) member named by the Union and one (1) member named by the Employer.
4. In case of a deadlock, the parties agree to submit the case to a permanent arbitrator, Gerald R. McKay, for resolution. The expenses of the arbitrator shall be borne equally by both parties.

**ARTICLE XVI**  
**Jurisdictional Disputes**

16. Any work jurisdiction dispute shall be reviewed at the jobsite between the representatives of the Local Unions involved and the Individual Employer. If said dispute is not settled at the jobsite within three (3) days, it shall then be referred to the General Presidents of the Unions or their designated representatives for settlement. If the dispute is not promptly settled on this level, the work shall continue as originally assigned by the Individual Employer. Jurisdictional disputes shall not be subject to the Grievance Procedure.

**ARTICLE XVII**  
**Public Works**

17. 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 holders list and where the prevailing wage determination is less than that which is provided for in the Agreement, the Individual Employer 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 rate in the Agreements. In no event shall wages be frozen for more than thirty-six (36) months on any one project. Individual Employers should notify the Local Union whenever utilizing this provision.

**ARTICLE XVIII**  
**Severability**

18. It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any of the provisions of this Agreement are finally held or determined to be illegal or void as being in contravention to any such laws, rulings or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect, unless the parts so found to be voided are wholly inseparable from the remaining portion of this Agreement. 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 negotiate and execute lawful substitutes therefore.

**ARTICLE XIX**  
**Liability of Parties**

19. It is mutually understood and agreed that neither the Employer and its respective members nor the Union shall be liable for damages caused by the acts or conduct of any or groups of s 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 had not been specifically authorized, participated in, fomented or condoned by the Employer and its respective members or the Union, as the case may be.

**ARTICLE XX**  
**Amendments**

20. Except as otherwise specifically provided herein, this Agreement fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to collective bargaining. None of these parties shall, during the term of this Agreement, demand any change herein, nor shall the party be required to bargain with respect to any matter. Without limiting the generality of the above, all parties in their own behalf and on behalf of their respective members, bound hereby, waive any right to demand of any other party any negotiating, bargaining or change during the life of this Agreement with respect to pensions, retirement, health and welfare or insurance plans, or respecting any questions of wages, hours or any other terms of condition of employment, providing that nothing herein shall prohibit the parties from changing the terms of this contract by mutual agreement.

**ARTICLE XXI**  
**General**

21. If the Union grants more favorable terms to any Individual Employer engaged in asbestos or lead removal, the more favorable terms shall apply to all Individual Employers signatory to this Agreement. The Union shall, upon request, provide the Employer with a copy of any contract it negotiates with any other Individual Employer in the asbestos and lead removal industries.
- 21.1 The Union will notify the contractor of employee hours in order to be upgraded to the next higher step.

**ARTICLE XXII**  
**Geographic and Market Area Monitoring**

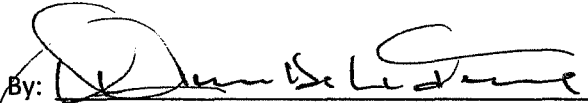
22. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic 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 Individual Employers.


**ARTICLE XXIII**  
**Term of Agreement**

23. This Agreement shall be binding upon the respective parties from April 1, 2010 to and including November 30, 2013, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend or terminate the Agreement not more than ninety (90) days and not less than sixty (60) days prior to the last date mentioned or any subsequent anniversary date of this Agreement.

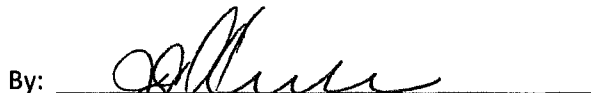
IN WITNESS WHEREOF, the parties hereto execute this Agreement by their respective Officers authorized to do so this 9<sup>th</sup> day of March, 2010.

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AND ITS AFFILIATED LOCAL UNION NO. 67**

By:   
Oscar De La Torre, NCDCL Business Manager

By:   
Victor Parra, Local Union No. 67 Business Manager

**ASSOCIATION OF ENVIRONMENTAL CONTRACTORS**

By:   
Jon Steele, President

**APPENDIX A1**

Area 1 Counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara,

Area 2 Counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Asbestos/Mold/ Associated Work/Lead:

	<b>Asbestos/Mold/ Associated Work Abatement Worker Areas 1 &amp; 2</b>	<b>Asbestos/Mold/ Associated Work Specialist I Areas 1 &amp; 2</b>	<b>Asbestos/Mold/ Associated Work Specialist II Areas 1 &amp; 2</b>	<b>Lead Removal Worker Area 1</b>	<b>Lead Removal Worker Area 2</b>
	04/01/2010	04/01/2010	04/01/2010	6/29/2009	6/29/2009
Wage Rate	\$ 18.68	\$ 21.74	\$ 24.87	\$ 35.46	\$ 34.46
Health & Welfare **	\$ 5.54	\$ 5.54	\$ 5.54	\$ 5.54	\$ 5.54
Dues Supplement	— \$ 0.82	\$ 0.82	\$ 0.63	\$ 0.82	\$ 0.82
Training & Retraining	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24
Laborers' National (Industrial) Pension Fund	\$ ---	\$ 0.51	\$ ---	\$ ---	\$ ---
Laborers' Pension Trust Fund for Northern California	\$ ---	\$ ---	\$ 4.44	\$ ---	\$ ---
AEC Industry Promotion Trust Fund	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>Total Wage and Fringe Benefit Package</b>	<b>\$ 25.43</b>	<b>\$ 29.00</b>	<b>\$ 35.87</b>	<b>\$ 42.21</b>	<b>\$ 41.21</b>

\*\* Laborers' Health and Welfare Trust will provide coverage for all diagnostic testing related to asbestos exposure. The coverage in force for employees provides 100% coverage for these expenses. This includes whatever OSHA regulations require with regard to pre-employment and post-employment physicals. Payment will also be made for physicals given on the date of hire.

**APPEAL A2**  
**LETTER OF UNDERSTANDING**

It is understood that on all private work in the below listed counties, the terms and conditions of the Laborers' Asbestos and Lead Removal Agreement shall apply along with the following rates and fringe benefits:

Northern California Minimum Hourly Wage Rates and Fringes: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo and Santa Clara.

Asbestos/Mold/ Associated Work/Lead:

	<b>Step I 0 – 1000* Hours</b>	<b>Step II 1001 – 4000* Hours</b>	<b>Step III 4001 &amp; Up* Hours</b>	<b>Specialist I</b>	<b>Specialist II</b>
	04/01/2010	04/01/2010	04/01/2010	04/01/2010	04/01/2010
Wage Rate	\$ 15.40	\$ 16.10	\$ 18.68	\$ 21.74	\$ 24.87
Health & Welfare **	\$ 0.20	\$ 5.54	\$ 5.54	\$ 5.54	\$ 5.54
Dues Supplement	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.63
Training & Retraining	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24
Laborers' National (Industrial) Pension Fund	\$ ---	\$ ---	\$ ---	\$ 0.51	\$ ---
Laborers' Pension Trust Fund for Northern California	\$ ---	\$ ---	\$ ---	\$ ---	\$ 4.44
Association of Environmental Contractors Industry Promotion Trust Fund	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>Total Wage and Fringe Benefit Package</b>	<b>\$ 16.81</b>	<b>\$ 22.85</b>	<b>\$ 25.43</b>	<b>\$ 29.00</b>	<b>\$ 35.87</b>

\* Hours worked after certification by the Laborers' Training & Retraining Trust Fund and/or employer records based on the worker's total hours of experience for time worked in the asbestos or lead removal industry.

\*\* Laborers' Health and Welfare Trust will provide coverage for all diagnostic testing related to asbestos exposure. The coverage in force for employees provides 100% coverage for these expenses. This includes whatever OSHA regulations require with regard to pre-employment and post-employment physicals. Payment will also be made for physicals given on the date of hire.

**APPENDIX A3**  
**LETTER OF UNDERSTANDING**

It is understood that on all private work in the below listed counties, the terms and conditions of the Laborers' Asbestos and Lead Removal Agreement shall apply along with the following rates and fringe benefits:

Northern California Minimum Hourly Wage Rates and Fringes for Counties other than the seven Bay Area Counties. (Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba).

**Asbestos/Mold/ Associated Work/Lead:**

	<b>Step I 0 – 1000* Hours</b>	<b>Step II 1001 – 4000* Hours</b>	<b>Step III 4001 &amp; Up* Hours</b>	<b>Specialist I</b>	<b>Specialist II</b>
	04/01/2010	04/01/2010	04/01/2010	04/01/2010	04/01/2010
Wage Rate	\$ 13.67	\$ 14.09	\$ 14.84	\$ 17.94	\$ 19.60
Health & Welfare **	\$ 0.20	\$ 5.54	\$ 5.54	\$ 5.54	\$ 5.00
Dues Supplement	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.82	\$ 0.63
Training & Retraining	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24	\$ 0.24
Laborers' National (Industrial) Pension Fund	\$ ---	\$ ---	\$ ---	\$ 0.51	\$ ---
Laborers' Pension Trust Fund for Northern California	\$ ---	\$ ---	\$ ---	\$ ---	\$ 4.18
Association of Environmental Contractors Industry Promotion Trust Fund	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15	\$ 0.15
<b>Total Wage and Fringe Benefit Package</b>	<b>\$ 15.08</b>	<b>\$ 20.84</b>	<b>\$ 21.59</b>	<b>\$ 25.20</b>	<b>\$ 29.80</b>

\* Hours worked after certification by the Laborers' Training & Retraining Trust Fund and/or employer records based on the worker's total hours of experience for time worked in the asbestos or lead removal industry.

\*\* Laborers' Health and Welfare Trust will provide coverage for all diagnostic testing related to asbestos exposure. The coverage in force for employees provides 100% coverage for these expenses. This includes whatever OSHA regulations require with regard to pre-employment and post-employment physicals. Payment will also be made for physicals given on the date of hire.



**LETTER OF UNDERSTANDING  
EMERGENCY RESPONSE WORK**

It is hereby agreed by and between the Association of Environmental Contractors and its respective members, ("Employer") and the Northern California District Council of Laborers, affiliated with the Laborers' International Union of North America, and its affiliated Local Union No. 67 ("Union") as follows:

If during the life of this Agreement, the Individual Employer(s) have the opportunity to perform emergency response work, the parties agree to meet or conference solely for the purpose of negotiating more competitive conditions and rates than those contained in the Agreement, which would allow the Individual Employer(s) to compete for this specific emergency response work. Any such negotiated rates apply exclusively to the emergency response work in question. This provision will not be applied to work governed by state, federal, or local prevailing wage laws or ordinances.

**IN WITNESS WHEREOF**, the parties hereto execute this Letter of Understanding by their respective Officers authorized to do so this 9th day of March, 2010.

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AND ITS AFFILIATED LOCAL UNION NO. 67**

By: \_\_\_\_\_

Oscar De La Torre, NCDCL Business Manager

By: \_\_\_\_\_

Victor Parra, Local Union No. 67 Business Manager

**ASSOCIATION OF ENVIRONMENTAL CONTRACTORS**

By: \_\_\_\_\_

Jon Steele, President

**LETTER OF UNDERSTANDING  
SAN FRANCISCO PAID SICK LEAVE ORDINANCE**

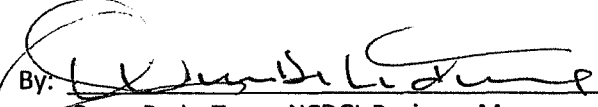
It is hereby agreed by and between the Association of Environmental Contractors and its respective members, ("Employer") and the Northern California District Council of Laborers, affiliated with the Laborers' International Union of North America, and its affiliated Local Union No. 67 ("Union") as follows:

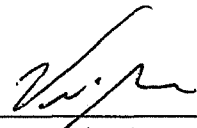
In accordance with the provisions of Section 12W.9 (Collective Bargaining Agreement Exemption) of the San Francisco Paid Sick Leave Ordinance, the undersigned collective bargaining parties hereby expressly waive the Paid Sick Leave Ordinance requirements in clear and unambiguous terms.

In addition, this waiver shall apply to any other city, county or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Agreement.


IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this this 9<sup>th</sup> day of March, 2010.

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AND ITS AFFILIATED LOCAL UNION NO. 67**

By:   
Oscar De La Torre, NCDCL Business Manager

By:   
Victor Parra, Local Union No. 67 Business Manager

**ASSOCIATION OF ENVIRONMENTAL CONTRACTORS**

By:   
Jon Steele, President

**LETTER OF UNDERSTANDING  
SHRINK WRAP**

It is hereby agreed by and between the Association of Environmental Contractors and its respective members, ("Employer") and the Northern California District Council of Laborers, affiliated with the Laborers' International Union of North America, and its affiliated Local Union No. 67 ("Union") as follows:

The undersigned collective bargaining parties hereby rescind the Letter of Understanding dated January 22, 2008, with respect to "shrink wrap," attached hereto.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this this 9<sup>th</sup> day of March, 2010.

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AND ITS AFFILIATED LOCAL UNION NO. 67**

By: 

Oscar De La Torre, NCDCL Business Manager

By: 

Victor Parra, Local Union No. 67 Business Manager

**ASSOCIATION OF ENVIRONMENTAL CONTRACTORS**

By: 

Jon Steele, President



José A. MORENO, *Business Manager*

## NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

*Affiliated with the Laborers' International Union of North America, National Construction Alliance and Change to Win*

4780 CHABOT DRIVE, SUITE 200, PLEASANTON, CALIFORNIA 94588-3322 • Phone (925) 469-6800 • Fax (925) 469-6900



### LETTER OF UNDERSTANDING

**THIS LETTER OF UNDERSTANDING**, made and entered into this 22<sup>nd</sup> day of January, 2008, by and between the Association of Environmental Contractors and its respective members ("Employer") and The Northern California District Council of the Laborers affiliated with the International Union of North America, AFL-CIO and its affiliated Local Union No. 67 ("Union").

The parties signatory hereto agree that the intention of the bargaining parties with respect to "shrink wrap" as delineated in Article II, Section 2.1 of the 2005 – 2009 Laborers Asbestos and Lead Removal Agreement by and between the Association of Environmental Contractors and the Northern California District Council of Laborers and its affiliated Local Union No. 67 is that the scope of work applicable to this classification shall be limited to the work or removal of materials that have a potential to create hazardous exposure, as determined by job specification and/or state, federal or safety regulations.

**IN WITNESS WHEREOF**, the parties hereto have executed this Letter of Understanding by its respective officers duly authorized to do so, this 22<sup>nd</sup> day of January, 2008

**EMPLOYER:**

**ASSOCIATION OF ENVIRONMENTAL  
CONTRACTORS**

**UNION:**

**THE NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF THE  
LABORERS AFFILIATED WITH THE  
INTERNATIONAL UNION OF NORTH  
AMERICA, AFL-CIO AND ITS AFFILIATED  
LOCAL UNION NO. 67**

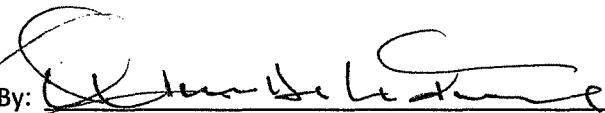
**LETTER OF UNDERSTANDING  
EXISTING PROJECTS**


It is hereby agreed by and between the Association of Environmental Contractors and its respective members, ("Employer") and the Northern California District Council of Laborers, affiliated with the Laborers' International Union of North America, and its affiliated Local Union No. 67 ("Union") as follows:

Projects bid, negotiated, or awarded prior to April 1, 2010, the effective date of the 2010-2013 Laborers' Hazardous Abatement Agreement, may be performed under the terms and conditions, including wage and fringe benefits, of the 2005-2009 Laborers' Asbestos and Lead Removal Agreement. Individual Employers shall provide the Union a list of projects and their locations covered by this Letter of Understanding.

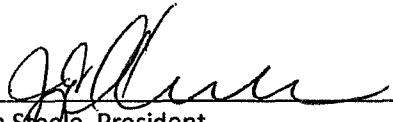
IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 9th day of March, 2010.

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AND ITS AFFILIATED LOCAL UNION NO. 67**

By:   
Oscar De La Torre, NCDCL Business Manager

By:   
Victor Parra, Local Union No. 67 Business Manager

**ASSOCIATION OF ENVIRONMENTAL CONTRACTORS**

By:   
Jon Steele, President

**LETTER OF UNDERSTANDING  
PREVAILING WAGE DETERMINATION**

It is hereby agreed by and between the Association of Environmental Contractors and its respective members, ("Employer") and the Northern California District Council of Laborers, affiliated with the Laborers' International Union of North America, and its affiliated Local Union No. 67 ("Union") as follows:

Wage and fringe benefit rates contained in the 2010-2013 Laborers' Asbestos and Lead Removal Agreement shall be submitted for recognition in the August 22, 2010 prevailing wage determination issued by the State of California Director of Industrial Relations.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 9<sup>th</sup> day of March, 2010.

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AND ITS AFFILIATED LOCAL UNION NO. 67**

By: \_\_\_\_\_

  
Oscar De La Torre, NCDCL Business Manager

By: \_\_\_\_\_

  
Victor Parra, Local Union No. 67 Business Manager

**ASSOCIATION OF ENVIRONMENTAL CONTRACTORS**

By: \_\_\_\_\_

  
Jon Steele, President







**LABOR AGREEMENT**

**between**

**the Wall and Ceiling Alliance**

**and**

**Operative Plasterers' & Cement Masons'**

**Local Union No. 300**

**of the**

**Operative Plasterers' & Cement Masons'**

**International Association of the United States**

**and Canada, AFL-CIO**

**Effective**

**July 1, 2011 - June 30, 2013**

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THIS AGREEMENT is made and entered into this first July 1, 2011, by and between the Wall and Ceiling Alliance (hereinafter referred to as Association) and the Operative Plasterers' & Cement Masons' Local Union No. 300 of the Operative Plasterers' & Cement Masons' International Association of the United States and Canada, AFL-CIO (hereinafter referred to as Union), in order to stabilize wages, hours and working conditions, and to improve conditions in the plastering industry for the benefit of employers, employees and the general public. By entering into this Agreement, the parties do not intend to terminate or extinguish the Labor Agreement between the California Lathing & Plastering Contractors Association, Sacramento Chapter, Inc. (Sacramento Association) and the Union and/or the Labor Agreement between the Central California Plastering Contractors Association (Fresno Association) and the Union and/or the Labor Agreement between the South Bay Plastering Contractors Association (San Jose Association) and the Union, effective through June 30, 2013. Said agreements between the Sacramento Association and the Union, between the Fresno Association and the Union and between the San Jose Association and the Union remain in full force and effect as to those employers who delegated, and continue to delegate, their bargaining authority to the Sacramento Association and/or the Fresno Association and/or the San Jose Association, respectively, and those employers who have signed memorandum agreements agreeing to be bound by said agreement(s).

#### **ARTICLE 1 - AREA COVERED**

**Section 1.** Area No. 188 shall, under its jurisdiction, cover the Counties of Fresno, Kings, Madera and Tulare.

**Section 2.** Area No. 224 shall, under its jurisdiction, cover the Counties of Monterey, Santa Clara, San Benito and Santa Cruz.

**Section 3.** Area No. 295 shall, under its jurisdiction, cover the Counties of Alpine, Amador, Butte, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba.

**Section 4.** Area No. 429 shall, under its jurisdiction, cover the Counties of Calaveras, Mariposa, Merced, San Joaquin, Stanislaus and Tuolumne.

#### **ARTICLE 2 - EMPLOYERS COVERED**

**Section 1.** This Agreement is made for, and on behalf of, and shall be binding upon, all Employers, as defined herein. As used in this Agreement, Employer means:

(a) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of the execution of this Agreement was, or at any time since has become, a member of the Association or has given the Association authorization to bind it to the provisions of this Agreement; or,

(b) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of execution hereof

was, or at any time since has become, a member of any other employer organization which executes this Agreement or any counterpart hereof; or

(c) Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which executes this Agreement or any counterpart hereof; or

(d) Any person, firm, corporation or other entity which joins or participates with, or in any way assists, directly or indirectly, an Employer as defined above, in evading the requirements of this Agreement.

**Section 2.** This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of all Employers subject to this Agreement.

**Section 3.** One management representative of an Employer may use the tools. Said management representative shall be designated at the time the Employer becomes signatory to this Agreement. When a management representative of an Employer uses the tools, the Employer shall hire at least one (1) Journeyperson Plasterer. If this provision is violated, the management representative(s) of the Employer in violation shall, as a condition of this Agreement, become a member(s) of the Union.

**Section 4.** The Association has provided the Union with a list of the Employers who are members of the Association. The list of Employers who are members of the Association and who have delegated their bargaining authority to the Association is attached to this Agreement as Appendix A. The Association shall provide in writing to the Union of any and all changes to Appendix A. Each and every member of the Association shall be required to individually sign this Agreement.

**Section 5.** Each Employer shall have a valid state contractor's license covering the work under the jurisdiction of the Union.

**Section 6.** Each Employer shall have the name of the company and its contractor's license number marked on all of the trucks used by it in its plastering business.

**Section 7. Job Reporting.** Each Employer shall notify the Union, in writing, on a Job Reporting Form to be provided by the Union, of each job on which he or it will be performing work covered by this Agreement. The Job Reporting Form shall include, but not be limited to, the following information: the name and address of the project; the project identification number; the jobsite telephone number; the name of the general contractor and its contact person; the job description (e.g. school or office building); the estimated starting and completion dates; and the estimated number of hours of covered work to be performed. The Job Reporting Form shall be submitted to the Union prior to the commencement of work, by mail, e-mail or facsimile transmission.

### ARTICLE 3 - RECOGNITION

**Section 1.** This Agreement is made for and on behalf of Local Union No. 300 and shall be binding upon all Local Areas as defined in Article 1.

**Section 2.** The term Union as used in this Agreement means any of the Local Areas enumerated in Article 1 hereof and any other Local Area which may hereafter authorize the Union in a manner and form acceptable to said Union to act as its agent and to bind it to this Agreement.

**Section 3.** The Association and the Employers covered by this Agreement recognize Local Union No. 300 as the sole and exclusive collective bargaining representative, under Section 9(a) of the National Labor Relations Act, of all of the employees employed by the Employers performing work on all present and future job sites within the Local Areas covered by this Agreement, on the following basis. The Union has requested that each Individual Employer recognize the Union as the Section 9(a) representative of its employees; the Union has offered to submit to each Individual Employer evidence that the Union has the support of a majority of each Individual Employer's employees; and each Individual Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

**Section 4.** The Union hereby recognizes the Association as the sole and exclusive collective bargaining representative of all of the Employers who are now or who may hereafter become its members and/or authorize it to represent them.

### ARTICLE 4 - UNION SECURITY CLAUSE AND HIRING PROCEDURE

**Section 1. Union Security.**

(a) Every person performing work covered by this Agreement, and employed by one or more Employer for a period of seven (7) days continuously or cumulatively from the date of the beginning of such employment, or the effective date of this Agreement, whichever is later, shall be or become members of the Union on the eighth (8th) day and shall remain members of the Union in good standing as a condition of employment.

(b) Membership in the Union shall be available to persons employed in work covered by this Agreement upon terms and qualifications not more burdensome than those applicable generally to other applicants for such membership.

(c) The Employer shall discharge every person who has failed to comply with the provisions of subdivision (a) of this section upon notice of such non-compliance, and agrees not to again employ or pre-employ any person so discharged until he/she is a member in good standing of the Union.

**Section 2. Employment.**

(a) The Employer shall retain full freedom to employ, reject and discharge any person who is referred for work covered by this Agreement, subject to the provisions of this Agreement. Any person who believes that he or she has not been properly registered, referred or laid off in

accordance with the terms of this Agreement, or that he or she has been discharged without just cause, may file a grievance under the grievance procedure set forth in this Agreement.

(b) The Employer, or a specifically designated individual (owner, superintendent or Foreman), shall notify the Local Area of all of its needs for employees and shall not recruit applicants directly or hire additional persons not referred by the Union, except as hereinafter provided.

(c) Each Local Area shall maintain an open and non-discriminatory hiring hall and there shall be no discrimination because of membership or non-membership in, or participation or non-participation in, the activities of the Union. The selection of applicants for referral to jobs shall not be based upon, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. It is mutually agreed by the Association, the Employers and the Union, to fully comply with all of the provisions of Title VII of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925 and No. 11114, the California Fair Employment and Housing Act, and any other applicable Federal, State and local laws and regulations to the end that no person shall, on the grounds of age, sex, race, color, creed, religion, national origin, sexual orientation or Vietnam Veteran status, be denied the benefits of, or otherwise be subjected to discrimination by not having full access to the contents of, this Agreement.

(d) All Employers who desire to employ persons in work covered under this Agreement shall notify the office of the Local Area of the number and qualifications of employees desired, the type of work to be performed, the location of the jobsite, the starting time of the job, the expected duration of the job, and such other information as is necessary to enable the Local Area to make proper referral of applicants.

(e) Upon receipt of such notice from the Employer, the Union shall use its best efforts to furnish the required number of qualified and competent Plasterers, provided however, that the Union, its officers, agents and representatives, undertake no obligation to search for or by any means locate an applicant on the current applicable referral list who is not physically present in the Union Hall, or available by phone if the applicant qualifies for dispatching by phone, when referrals are made pursuant to such request of the Employers.

(f) If the Union is unable to refer the number of persons desired within twenty-four (24) hours after notice of such job order, the Employer may procure additional employees up to the desired number from any other source, provided however, that the Employer shall immediately notify the Union of the names, addresses, and social security numbers of the employees procured from such other source as well as their dates of hire and location of the job for which they were hired.

(g) The Employer, upon request of the Union, shall notify the Union in writing of the name, address, social security number and job classification of every person who is employed in, rejected for, or discharged from work covered by the Agreement, together with the date of such employment, rejection or discharge and the location of their actual or prospective place of employment. Whenever a person is rejected or discharged from such work, the Employer shall notify the Union of the reason or reasons therefor within forty-eight (48) hours. In the event of the

Employer's failure to provide such notice within the forty-eight (48) hour period, it shall be irrefutably presumed that the discharge or rejection was without just cause.

(h) Each person, upon referral, shall receive a referral slip to be presented to the Employer's representative at the jobsite indicating the name, address, social security number, classification, wage rate, date of proposed employment and date of referral.

(i) One key Journeyperson Plasterer or Foreman may be directly employed by the Employer.

(j) Any Employer whose principal office/shop is located outside the geographic jurisdiction of the Local Area where the work is being performed, including those located outside the geographic jurisdiction of the Union, shall obtain, and maintain, fifty percent (50%) of the employees performing covered work from the hiring hall of the Local Area where the work is located.

### **Section 3. Registration.**

(a) Each Local Area shall maintain a list (hereinafter, out-of-work list) of all persons seeking jobs in work covered by this Agreement.

(b) All persons' names shall be entered on the out-of-work list in the order in which said persons come into, or call into, the office of the Local Area seeking employment. Each person, at the time of registering for employment, shall indicate his or her own qualifications for different types of work, and such indication shall be conclusive unless an Employer to whom such person is dispatched reports to the Union that, in its opinion, the worker is not so qualified. In such event, before the worker will again be entitled to preference hereunder, he or she shall be required to pass an objective examination given by the Union or the Employer.

(c) After the employee's name is entered on the out-of-work list, there shall be entered a designation corresponding to the type or types of work which the employee is qualified to perform.

(d) Registration hours at the Local Area offices shall be from 7:00 a.m. to 9:00 a.m. daily (Saturdays, Sundays and holidays excluded).

(e) To insure the maintenance of a current out-of-work list, all persons must register on the out-of-work list every week. If such persons do not do so, their names will be removed from the out-of-work list. If such persons register pursuant to the provisions of this section, they shall maintain their previous position on such list subject to the provisions of this section.

(f) Individuals shall be eliminated from the out-of-work list for the following reasons: 1) when such individual is dispatched to a job, except that any such individual who is rejected by the Employer, or fails to complete five (5) full days of work shall retain his/her position on said list; 2) when such individual has failed to accept suitable employment two (2) times during the current week; and 3) when such individual is unavailable for employment because he/she is not ready for dispatch during dispatching hours.

**Section 4. Referral.**

(a) Orders from Employers for employees will be accepted on the day prior to dispatch or between 7:00 a.m. and 9:00 a.m. of the day needed. Referral hours from the Union shall be from 7:00 a.m. to 9:00 a.m. daily (Saturdays, Sundays and holidays excluded). The starting time of pay on all referrals shall commence with the starting time of the job to which they are referred.

(b) The Employer shall have the right to call, by name, any employee who is registered on the out-of-work list and who has been employed by said Employer within the last twelve (12) months immediately prior to such request being made.

(c) Persons shall be referred in the order in which they have registered for employment but only in accordance with the skill classification designated by each at the time of registration and required by the type of work involved. When an Employer requires and calls for employees possessing special skills and abilities, the Union shall refer the first applicant on the out-of-work list possessing such special skills and abilities.

(d) When the Employer orders more than one employee, he/she may call for every alternate employee by name, provided the employee is registered on the out-of-work list and is available at the time of dispatch.

**Section 5. Layoffs.**

(a) At the time of a layoff, the Employer shall discharge the employee or employees he/she has selected by name prior to or at the same time he/she discharges the employee or employees that were referred from the out-of-work list as described above in Section 4(d). Employees referred from the out-of-work list shall be discharged in the reverse order in which they were registered on the out-of-work list. However, in the event that the employees have been employed continuously for ten (10) working days, the Employer has the right to discharge said employees without regard to the procedure set forth in this section.

(b) At the time of layoff, the employee shall immediately be paid all wages earned. If an employee quits, the employee shall be paid all wages earned no later than seventy-two (72) hours after the time of quitting or the normal pay day as provided in this Agreement, whichever is earlier.

**Section 6. Posting.**

(a) The provisions of this section relating to Union Security and Hiring shall be posted by the Employers and by the Local Areas in appropriate places where notices to employees and applicants are customarily posted, including the bulletin boards of the Local Areas.

(b) The Association shall have the right to designate one member of the Association to investigate the hiring hall practices and to inspect the written referral records of the Local Areas, provided that said inspections are made during reasonable business hours. This right of inspection extends only to the written referral records of the Local Areas and to general hiring hall practices. Any discrepancies noted shall be promptly brought to the attention of the Union by letter addressed to the Business Agent for the relevant Local Area.



## ARTICLE 5 - WAGES, FRINGE BENEFITS AND TRAVEL PAY

### Section 1.

(a) The Union shall have the sole and exclusive right and discretion to allocate and apply all increases in wages and fringe benefits to any fringe benefits provided in this Agreement or to wages.

(b) Any employee employed by an Employer signatory to this Agreement shall be paid the wage rates, fringe benefits and travel pay provided by this Agreement for the Local Area where he or she is working.

(c) Except as otherwise provided by Article 5, Section 1(g) of this Agreement, any employee employed by an Employer signatory to this Agreement outside the area covered by this Agreement shall be paid the wage rates and other monetary benefits of this Agreement or those provided by the Agreement of the Local Union affiliated with the Operative Plasterers' & Cement Masons' International Association ("O.P. & C.M.I.A.") in effect in the area where he or she is so employed, whichever is greater. All fringe benefits shall be paid to the funds set forth in this Agreement at the rates provided herein.

(d) Any employee dispatched by and/or represented by the Union who performs work in the geographic jurisdiction (Alameda, Contra Costa, San Francisco and San Mateo Counties, also called the "Four Counties") of Plasterers' & Shophands' Local Union No. 66, O.P.&C.M.I.A. ("Local 66") shall be paid the base wage rate (not including vacation and dues checkoff) provided by this Agreement or the base wage rate (not including vacation and dues checkoff) provided by the Local 66 collective bargaining agreement (Local 66 Agreement), whichever is greater. Fringe benefits (including vacation and dues checkoff) for work performed by such employees in the Four Counties shall be paid to the funds provided in this Agreement at the rates provided herein. If the fringe benefit rate (including vacation and dues checkoff) provided by the Local 66 Agreement is higher than the fringe benefit rate (including vacation and dues checkoff) provided by this Agreement, the difference shall be paid to the employee's vacation account as Supplemental Vacation. For work performed in the geographic jurisdiction of the Union, all other provisions of this Agreement shall apply with full force and effect to such employees.

(e) Supplemental Vacation shall be separately identified by the Employer when reporting the payment of fringe benefits. The parties to this Agreement agree to provide, and hereby authorize and instruct the third party administrator (Valley Administrators, Inc. and its successors) to provide, a computer printout to Local 66 on a monthly basis, showing for each month, the name of each employee for whom Supplemental Vacation was paid, the name of the Employer, the number of hours worked in the Four Counties, and the amount paid for Supplemental Vacation.

**Section 2.** (a) The hourly Journeyman wages and fringe benefits for the Local Areas are as follows:

**Area No. 188 (Counties of Fresno, Kings, Madera and Tulare). (Effective July 1, 2011)**

Base Wage Rate	\$24.63
Vacation	3.00
<u>Dues Checkoff</u>	<u>1.53</u>
Gross Taxable Wages	\$29.16
Pension Fund	\$5.29
Supplemental Pension Fund	2.00
Health & Welfare Fund	10.23
Apprenticeship Fund	.90
Promotion	.50

**Area No. 224 (Counties of Santa Clara, San Benito and Santa Cruz). (Effective July 1, 2011)**

Base Wage Rate	\$27.84
Vacation	3.00
<u>Dues Checkoff</u>	<u>1.53</u>
Gross Taxable Wages	\$32.37
Pension Fund	\$5.29
Supplemental Pension Fund	2.00
Health & Welfare Fund	10.23
Apprenticeship Fund	.90
Promotion	.50

**Area No. 224 (County of Monterey). (Effective July 1, 2011)**

Base Wage Rate	\$24.63
Vacation	3.00
<u>Dues Checkoff</u>	<u>1.53</u>
Gross Taxable Wages	\$29.16
Pension Fund	\$5.29
Supplemental Pension Fund	2.00
Health & Welfare Fund	10.23
Apprenticeship Fund	.90
Promotion	.50

**Area No. 295 (Counties of Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehama, Trinity, Yolo and Yuba.). (Effective July 1, 2011)**

Base Wage Rate	\$27.51
Vacation	3.00
<u>Dues Checkoff</u>	<u>1.53</u>
Gross Taxable Wages	\$32.04

Pension Fund	\$5.29
Supplemental Pension Fund	2.00
Health & Welfare Fund	10.23
Apprenticeship Fund	.90
Promotion	.50

**Area No. 295 (Counties of Del Norte, Humboldt, Lake, Marin, Mendocino, Napa and Sonoma). (Effective July 1, 2011)**

Base Wage Rate	\$27.66
Vacation	3.00
<u>Dues Checkoff</u>	<u>1.53</u>
Gross Taxable Wages	\$32.19

Pension Fund	\$5.29
Supplemental Pension Fund	2.00
Health & Welfare Fund	10.23
Apprenticeship Fund	.90
Promotion	.50

**Area No. 429 (Counties of Calaveras, Mariposa, Merced, San Joaquin, Stanislaus and Tuolumne). (Effective July 1, 2011)**

Base Wage Rate	\$27.66
Vacation	3.00
<u>Dues Checkoff</u>	<u>1.53</u>
Gross Taxable Wages	\$32.19

Pension Fund	\$5.29
Supplemental Pension Fund	2.00
Health & Welfare Fund	10.23
Apprenticeship Fund	.90
Promotion	.50

(b) **Area No. 188 (All Counties listed in Article 1, Section 1).** Effective July 1, 2012, there will be a ninety-four cent (\$.94) per hour increase in the Employer's contribution to the Pension Fund. This Agreement shall be reopened no later than December 1, 2011 for negotiations to address wages and fringe benefits to be paid effective July 1, 2012.

(c) **Area No. 224 (All Counties listed in Article 1, Section 2).** Effective July 1, 2012, there will be a ninety-four cent (\$.94) per hour increase in the Employer's contribution to the Pension Fund. This Agreement shall be reopened no later than December 1, 2011 for negotiations to address wages and fringe benefits to be paid effective July 1, 2012.

(d) **Area No. 295 (and Area No. 429) All Counties listed in Article 1, Sections 3 and 4).** Effective July 1, 2012, there will be a ninety-four cent (\$.94) per hour increase in the Employer's contribution to the Pension Fund. This Agreement shall be reopened no later than December 1, 2011 for negotiations to address wages and fringe benefits to be paid effective July 1, 2012.

(e) **Area No. 224 (All Counties listed in Article 1, Section 2).** Notwithstanding any other provision of this Agreement, in no event shall the total hourly wage and fringe benefit package for Journeyman Plasterers performing any work in a particular county be less than three and one-half percent (3.5%) over and above the total hourly wage and fringe benefit package for Hod Carriers/Plaster Tenders performing public work in the same county. However, this provision shall be held in abeyance through June 30, 2013 or, in the event that this Agreement is extended, the termination date of this Agreement, whichever is later.

(f) When there are increases in the wage/fringe benefit package, the dues checkoff hourly contribution rate shall be three percent (3%) of the new total wage/fringe benefit hourly rate.

(g) Monies for vacation and dues checkoff shall be deducted from the net pay of each employee.

### **Section 3. Reinforcing Applicators.**

The Journeyman or Apprentice Reinforcing Applicators shall receive the same wage rates, fringe benefits, travel pay and working conditions as that of the Journeyman or Apprentice Plasterers as set forth herein. The work jurisdiction of the Reinforcing Applicator shall include, but not be limited to, all preparatory work necessary for the first coat of plaster and/or stucco, or any similar, like or substitute material. The Union shall have the exclusive rights over the work jurisdiction of the Reinforcing Applicator.

### **Section 4. Travel Pay.**

(a) **Area No. 188 (All counties listed in Article 1, Section 1).**

(1) Travel Expense is defined as reimbursement for gas, oil, tires and auto maintenance and is not a wage or reimbursement for time spent in travel to or from the jobsite.

(2) Any job located fifty (50) miles or less from any Plasterers & Cement Masons Local 300 Hiring Hall shall not be subject to travel expense.

(3) Each employee covered by this Agreement who travels over fifty (50) miles to the place of reporting for work from his residence or the location of any Plasterers & Cement Masons Local 300 Hiring Hall, whichever is closer, shall be paid at the IRS Reimbursement rate per mile for all miles traveled outside the fifty (50) road miles and return to the fifty (50) mile mark.

(4) It is understood that travel expense shall be paid for each day a worker travels and is employed in work covered by this Agreement, but no later than once a week or upon termination, whichever is sooner.

(5) The Employer, when transporting an employee from his home Local Area dispatch office to localities outside the jurisdiction of the employee's home Local Area dispatch office, requiring the employee to live away from home for "jobs of short duration" shall pay for room and board expenses, or may, at the Employer's option, pay the employee per diem of sixty-five dollars (\$65.00) per day for each day he is required to spend the night and is available for work.

(b) **Area No. 224 (All counties listed in Article 1, Section 2).** Any Journeyman or Apprentice who is dispatched from Area No. 224 for a job outside the jurisdiction of Area No. 224 shall receive his transportation fare both ways. If any delays occur on the job, he shall have the right to demand his return fare. No employee is entitled to his return fare if he quits before the job is finished. Twenty-five dollars (\$25.00) subsistence shall be paid on jobs that require overnight lodging.

(c) **Area Nos. 295 and 429 (All counties listed in Article 1, Sections 3 and 4).** Eligibility for travel pay shall be determined by the distance to the jobsite from the Local Area Union Hall from which the employee was dispatched. No travel pay shall be paid for distances up to forty (40) miles.

(1) For travel to jobs anywhere except to jobs within the Four Counties (Alameda, Contra Costa, San Francisco and San Mateo Counties), travel pay shall be paid as follows:

Up to 40 miles	Free zone
40.1 to 60 miles	\$25.00 per day
60.1 to 100 miles	\$50.00 per day
100.1 and over	\$80.00 per day

(2) For travel to jobs within the Four Counties (Alameda, Contra Costa, San Francisco and San Mateo Counties), there shall be no travel pay.

(3) If the employer provides transportation to the job, any travel pay set forth above shall be reduced by \$10.00 per day.

**Section 5. Panel Work.**

(a) All work related to the making of panels for Exterior Insulation Foam Systems (EIFS), including but not limited to, the cutting and sticking of foam board, the application of primus adhesive, the embedding of mesh, and the application, by hand or machine, of base coats and finish coats, may, at the option of the Employer, be performed on the jobsite or in a shop by employees who are covered by this Agreement.

(b) The Employer shall pay the full wages and fringe benefits to Plasterers for work related to the making of panels for the Exterior Insulation Foam Systems performed on the jobsite.

**Section 6. Fringe Benefits.**

(a) The parties agree that they have established and will maintain a Health & Welfare Fund, a Pension Fund and an Apprenticeship Fund for all employees covered by this Agreement. In addition, where applicable, each Employer agrees to make contributions to the Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund on behalf of employees covered by this Agreement. Each Employer agrees to, and shall be bound by, all the terms, conditions and provisions of those certain Trust Agreements heretofore or hereafter made creating the Northern California Plasterers Health and Welfare Trust Fund, the Northern California Plastering Industry Pension Trust Fund, the Northern California Plasterers' Joint Apprenticeship and Training Trust Fund and the Plasterers Local Union No. 66 Supplemental Retirement Benefit Fund.

(b) **Industry Promotion.** The Employer shall pay monies for Industry Promotion to the Wall and Ceiling Alliance for each hour, straight time or overtime, worked by or paid for each of its employees upon work covered by this Agreement, as set forth in the itemization of wages and fringe benefits. The Employer shall report the amount paid for Industry Promotion on the same monthly reporting forms used for the reporting of payments to the above-mentioned Trust Funds, and shall send such monies to the address shown on said report forms. All of the provisions set forth in this Agreement concerning payments to the Trust Funds shall also apply to monies payable for Industry Promotion. The payments for Industry Promotion shall not constitute or be deemed to be wages due to the employees with respect to whose work such payments are made. The Industry Promotion monies shall be used solely for the purpose of promoting the interests of the Plastering Industry in the area covered by this Agreement.

(c) The payments and contributions that are provided for herein shall be made in accordance with the applicable Trust Agreements and regulations prescribed by the Trustees of the above-mentioned Trust Funds.

(d) Any payments made to retirees by the Northern California Plastering Industry Pension Trust Fund, which are in addition to regular accrued vested benefits and made on a one-time basis, shall be made only to those retirees who are members in good standing of the Union.

(e) Any benefits provided by the Northern California Plasterers Health and Welfare Trust Fund to retirees under any plan of benefits for retired employees shall be provided only to retirees who are members in good standing of the Union and who were members in good standing of the Union during the five-year period immediately prior to their retirement date.

#### **Section 7. Time For Payment To All Funds.**

(a) The payments provided for herein for fringe benefits, including pension, supplemental pension, health and welfare, apprenticeship, promotion, vacation and dues checkoff, are due and payable on or before the tenth (10th) day of the current month and are for hours worked in the preceding month. Contributions shall be made on a reporting form provided by the Trustees and must be filled in properly. Payments not received by the twentieth (20th) day of the current month shall thereupon become delinquent. Such delinquent Employer shall be assessed, by way of liquidated damages, for the additional expense resulting from the delinquency, and not as a penalty, ten percent (10%) of the amount due and unpaid or \$200.00, whichever is greater, per Fund per month. In addition, all delinquent contributions and/or liquidated damages shall bear interest at the rate of ten percent (10%) per annum from the date each was due until paid.

(b) Postmarks will not be accepted to show timely payment. Whenever the twentieth (20th) day of the month falls on a Saturday, Sunday or holiday, contributions received on the following business day shall be accepted as timely. Remittance checks not honored by the bank on the initial deposit because of insufficient funds shall be considered as non-payment and the Employer declared delinquent.

(c) If a legal action is filed to collect unpaid contributions or unpaid liquidated damages, the liquidated damages for any contributions still unpaid on the date the legal action is filed shall be increased to twenty percent (20%) of the contributions due. For any late contributions to be deemed

paid prior to the filing of a legal action, the Trust Fund must have received cash, a cashier's check, a certified check, a money order or, in the case of an ordinary check, actual payment into the Trust Funds account from the Employer's bank by the end of the last business day before the day on which the lawsuit was filed.

(d) For any non-payment of wages, travel pay, fringe benefits and/or assessed liquidated damages, the Union may remove employees from any shop(s) and/or job(s) of any delinquent Employer until full payment has been made.

(e) When any Employer signatory to this Agreement becomes delinquent in the payment of wages, travel pay, fringe benefits and/or assessed liquidated damages in another area not covered by this Agreement, the Union may remove employees from any shop(s) and/or job(s) of said delinquent Employer, provided that said shop(s) and/or job(s) are located in the area covered by this Agreement, and the Union may refuse to furnish employees to said delinquent Employer until full payment has been made.

(f) In the case of any Employer who becomes signatory to this Agreement and is owing wages, travel pay, fringes and/or assessed liquidated damages in another area covered by this Agreement, the Union may remove employees from any shop(s) and/or job(s) of said delinquent Employer, provided that said shop(s) and/or job(s) are located in the area covered by this Agreement, and the Union may refuse to furnish employees to said delinquent Employer until full payment has been made.

#### **Section 8. Audit.**

(a) Upon notice in writing from the Joint Conference Board, the Trust Funds or an authorized agent thereof, an Employer must permit any auditor appointed by the Joint Conference Board or the Trust Funds to enter upon his, her or its premises during business hours, at all reasonable times, to examine and copy such books, records, papers and reports of such Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by this Agreement.

(b) The parties agree that the following records are necessary for the completion of an audit pursuant to this section: Employer's quarterly tax returns to the State of California (California Forms DE-3 and DE-6), payroll journals, individual earnings records and time cards for all employees, canceled checks, general check registers, check stubs, Forms 1096 and 1099 submitted to the United States Government, reports to all other Trust Funds, cash receipts journals, cash disbursements journals, invoices, contracts and any other records which the accountant deems necessary or relevant to complete the audit.

(c) In case an Employer fails or refuses to submit to an audit or confirm an audit appointment within seven (7) days following demand, the Trust Funds may file an action at law or in equity or, at the Trustees option, may resort to the grievance and arbitration procedures set forth in this Agreement. Any Employer who refuses audit entry shall pay all the legal fees and costs necessary in obtaining the audit of such Employer.

(d) The cost of the audit shall be borne by the Employer if a shortage is disclosed by the audit. If no shortage is disclosed, the Trust Funds shall bear the cost. Any audit cost incurred as a result of an Employers cancellation of an audit, without at least two (2) working hours' notice to the auditor, or as a result of failing to make all records available, shall be borne by that Employer and not the Trust Funds regardless of the results of the audit.

(e) If a payment obligation is disclosed by the audit for which no fringe benefit payment was received by the Trust Fund, and for which the number of hours worked cannot be plainly ascertained, the Trustees will determine the appropriate formula to be applied to compute the Trust Fund contributions owed. The Employer shall be required to comply with such formula and make payments to the Trust Funds immediately upon being advised of the amount due.

(f) The purpose of the audit is to determine how much money, if any, is owed under the terms of this Agreement. The Employer understands that the purpose of the audit would be defeated if he, she or it were able to limit the audit in any way, including limiting the audit to the employees whom the Employer defines as covered employees. Therefore, the Employer shall not limit the scope of the audit in any fashion, but must make available to the Trust Fund auditor, upon request, all of the aforementioned books and records maintained by the Employer.

(g) The parties agree that the auditor will only report items to the Trust Funds which may constitute a violation of this Agreement. Information derived from the audit shall be confidential and used solely for the enforcement of this Agreement.

#### **Section 9. Bonds.**

(a) Should an Employer become delinquent in making monthly fringe benefit contributions, the Employer shall be required to post an indemnity bond through a recognized bonding company for one (1) year, or post a certified cashier's check for said year. The amount of the bond or cashier's check shall be double the average of the Employers monthly contributions for the twelve (12) months prior to said delinquency, but not less than \$2,500.00. The Employer shall be allowed to cancel the bond or cashier's check after one (1) year, provided that the Employer has no delinquencies during the one (1) year period.

(b) The indemnity bond shall be in a form as approved and acceptable to the Union and the Association.

(c) In lieu of a bond, the Employer may deposit a certified cashier's check with the Administrator of the Northern California Plasterers Health and Welfare Trust Fund.

(d) The indemnity bond or certified cashier's check shall indemnify for any assessment of wages, fringe benefits and/or liquidated damages, for violations of this Agreement or any other obligation as provided for in this Agreement, including attorneys fees and/or audit fees necessary for collection of said assessments.

(e) If the indemnity bond or the certified cashier's check must be assessed due to the Employer's refusal or inability to pay amounts due, the Employer shall be considered as having



defaulted. Before a defaulting Employer can resume operation under any name signatory to this Agreement, the Employer must reinstate his/her good standing by:

(1) Satisfying any and all obligations consistent with the terms of this Agreement and the provisions and stipulations of the indemnity bond; and

(2) Depositing an indemnity bond or certified cashier's check with the Union, in the amount as determined to be right and just by the Union and the Association, for a period of one (1) year.

## ARTICLE 6 - HOURS AND WORKING CONDITIONS

### Section 1.

(a) The regular work week shall be forty (40) hours per week, Monday through Friday. The regular work day shall be eight (8) hours, commencing at 8:00 a.m., taking 12:00 noon to 12:30 p.m. for lunch, quitting at 4:30 p.m. Upon notification to the Union, an Employer may commence work at 7:00 a.m., taking 11:00 a.m. to 11:30 a.m. for lunch, and quitting at 3:30 p.m. All work performed in excess of eight (8) hours in a regular work day or in excess of forty (40) hours in a regular work week and up to eight (8) hours on Saturday shall be paid at the overtime rate of one and one-half (1 1/2) times the rate of wages established by this Agreement. Any work performed after eight (8) hours on Saturday and any work on Sunday or on any holiday listed in this Agreement shall be paid at the double time rate. The Union reserves the right to regulate the working hours for any specified job that has an early/late starting time due to existing job conditions.

(b) **Holidays.** No work shall be permitted to be performed on the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Whenever one of the above holidays falls on a Saturday, the preceding Friday shall be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following Monday shall be observed as a holiday. Under no circumstances, except in extreme cases, as in saving lives or property, shall the employees work on Labor Day. Designated off days will be the Friday before Memorial Day and the Friday before Labor Day. The employee has the option to work on a designated off day at straight time if the employee requests to work. If the Employer requests that the employee work on a designated off day, the work shall be paid at double time.

(c) The Local Areas shall have full power to approve all overtime work in their jurisdiction. Written permission from the Union must be obtained before any plastering work shall be permitted outside of the regular eight (8) hour, five (5) day week specified in Section 1 above. All overtime work must have twenty-four (24) hour approval of the Union.

(d) If a job must continue after the usual working hours and permission has been granted, the Journeyman and Apprentice Plasterers shall be allowed thirty (30) minutes after 5:00 p.m., but not later than 6:00 p.m., for dinner and an additional break of thirty (30) minutes every four (4) hours thereafter, and the wages shall be continuous. All employees on said overtime job or project shall continue on said job or project until its completion. There shall be no discharge of any portion of any crew employed on a job or project that has been approved for overtime.

(e) **Shift Work.** Where construction conditions warrant, there shall be a pre-job conference to set rotation of shifts, hours and overtime provisions and related items peculiar to such job or operation. No less than two (2) shifts shall be worked in any twenty-four (24) hour period. The wages for shift work shall be as follows:

DAY SHIFT	For 8 hours' work, 8 hours' pay at the straight time rate.
SWING SHIFT	For 7 1/2 hours' work, 8 hours' pay at the straight time rate.
GRAVEYARD SHIFT	For 7 hours' work, 8 hours' pay at the straight time rate.

(f) **Show Up Time.** Any Plasterer who reports to work at the regular starting time but is given no work shall receive not less than two (2) hours' wages, plus travel expenses. The above shall not be enforced if the employee is under the influence of alcohol or drugs or is prevented from working by circumstances beyond the Employer's control.

(g) **Pay Day.** All Plasterers shall be paid once a week on or before 4:15 p.m. on Friday on the job where he/she is working. If an employee does not receive his/her wages when due, he/she shall receive pay at the regular rate of wages for each working hour until paid. The Employer has the right to end its payroll week at 4:30 p.m. on Wednesday, but not more than three (3) days prior to the end of the work week.

(h) **Bounced Payroll Checks.** Whenever an Employer's payroll check is returned from the bank because of insufficient funds, said Employer, upon notification, shall redeem said check by means of cash or money order. The Employer shall be assessed damages of one hundred dollars (\$100.00) or twenty percent (20%) of the net amount of the check, whichever amount is greater.

(i) No Journeyman or Apprentice Plasterer shall furnish any equipment other than the customary kit of Plasterers' tools which shall consist of hawk, trowels, pointing and margin tools, scratchers, floats (wood, cork, rubber and angle), finish brush, level and other small tools necessary to achieve a finished product. All Journeyman and Apprentice Plasterers shall be required to wear a white uniform.

(j) On a gun crew (scratching), there shall be a minimum of four (4) Plasterers working on and behind the gun. On a gun crew (browning), there shall be a minimum of five (5) Plasterers working on and behind the gun. Should a job or project not warrant the above stated ratio of Plasterers, the Employer shall call for a pre-job conference prior to starting the job or project to determine if the ratio should be changed.

(k) **Gun Pay.**

(1) **Area No. 224 (All counties listed in Article 1, Section 2).** All Plasterers working on and behind the gun shall receive five dollars (\$5.00) per day over the scale.

(2) **Area Nos. 295 and 429 (All counties listed in Article 1, Sections 3 and 4).**  
All Plasterers working on and behind the gun shall receive two dollars (\$2.00) per day over the scale.

(l) **Swinging Scaffold Pay.**

(1) **Area Nos. 188 and 224 (All counties listed in Article 1, Sections 1 and 2).**  
All Plasterers working on a swinging scaffold shall receive five dollars (\$5.00) per day over the scale.

(2) **Area Nos. 295 and 429 (All counties listed in Article 1, Sections 3 and 4).**  
All Plasterers working on a swinging scaffold shall receive three percent (3%) over the base hourly wage rate (not including vacation and dues check-off).

(m) Each Employer shall provide for the safety of his/her employees by complying with all Federal and State laws and building codes pertaining to the plastering industry.

(n) The Union agrees that it will place no limitation upon the amount of work that Journeyman and Apprentice Plasterers may perform and shall not impose restrictions against the use of any tools or materials unless such tools or materials are injurious to the health and safety of the Journeymen and Apprentices or reduce the quality of the work performed.

(o) **Parking.** Where parking is restricted within a three (3) block radius of the jobsite, the Employer shall pay all Plasterers for parking, upon presentation of a validated parking receipt. This section shall not apply where the Employer provides parking within the three (3) block radius of the jobsite.

(p) **Rest Periods.** Each Employer shall authorize and permit all employees to be given a minimum ten (10) minute coffee break or rest period for each four (4) hours, or major portion thereof, worked. This means that during a regular eight (8) hour work day, the employees must receive two (2) 10-minute breaks in addition to the mandatory 30-minute meal period. The rest period shall be, insofar as practicable, in the middle of each 4-hour work period, at the convenience of the job operations, and shall be scheduled at the Employer's discretion as the job dictates. If the Employer fails to provide an employee a rest period in accordance with this Section, the Employer shall compensate the employee one (1) hour of wages and fringe benefits at the employee's regular rate of compensation for each work day that the rest period was not provided. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Rest periods shall take place at areas designated by the Employer, which may include or be limited to the employee's immediate work area.

(q) **Clean-Up Time.** All Journeyman and Apprentice Plasterers shall be allowed fifteen (15) minutes clean-up time prior to quitting time where the job warrants it.

(r) The Journeyman on the nozzle shall not apply fireproofing materials for a period of more than two (2) hours without relief by another Journeyman Plasterer. Any job using not more than eighty (80) sacks of fireproofing materials per eight (8) hour day is exempt from the provisions of this paragraph.

(s) There will be no plaster work of any kind let by piece or contract lump sum by an Employer directly with Journeyperson or Apprentice Plasterers.

(t) If work is missed during a regular work week, Monday through Friday, due to adverse weather conditions, an employee shall have the option to work for his/her Employer on Saturday at straight time pay, not to exceed forty (40) hours for the week.

**Section 2. Foremen.**

(a) **All Areas.** Where there is a crew of five (5) or more Plasterers, the Employer shall appoint a Foreman Plasterer prior to the commencement of the job.

(b) **Area No. 188 (All counties listed in Article 1, Section 1).** Foremen shall receive two dollars (\$2.00) per hour over the base hourly wage rate (not including vacation and dues check-off).

(c) **Area Nos. 224, 295 and 429 (All counties listed in Article 1, Sections 2, 3 and 4).** On crews of eight (8) or more Plasterers, the Foreman shall not be required to work with the tools. Foremen shall receive ten percent (10%) over the base hourly wage rate (not including vacation and dues check-off)

**Section 3. Union Representatives and Stewards.**

(a) Union representatives shall be permitted at all times to enter any place or location where any work covered by this Agreement is being, has been, or will be, performed. Where there are visitation restrictions imposed at the jobsite by entities other than the Employer, the Employer will use his best efforts to provide access to the site for the Union representatives.

(b) The Union reserves the right to appoint a Steward who shall be appointed from among the Journeyperson Plasterers employed on the job who are members in good standing of the Union. The Steward shall be permitted by the Employer to perform his/her duties during working hours, provided, however, that the Steward shall make every reasonable effort to perform his/her duties as promptly and expeditiously as possible.

**ARTICLE 7 - APPRENTICES**

**Section 1.** The Association, the Employers and the Union recognize the need for apprenticeship training and to this end shall indenture apprentices in each of the trades employed in full conformity with Section 1777.5 of the Labor Code of the State of California.

**Section 2.** A committee of ten (10) persons, five (5) from management and five (5) from labor, is established as the Northern California Plasterers' Joint Apprenticeship and Training Committee (JATC or Apprenticeship Committee). All Apprentices registered through the Local Areas will be indentured to the Apprenticeship Committee. The Apprenticeship Committee shall see that all Apprentices abide by all rules governing their schooling and wages. Any and all grievances of Apprentices or their Employers shall come before the Apprenticeship Committee for settlement and both parties shall abide by their decision. The Apprenticeship Committee shall meet once a quarter at the time and place it determines.

**Section 3.** All applicants for apprenticeship shall serve a probationary period of one hundred eighty (180) days commencing with the first day of work for an Employer under this Agreement. At the end of the probationary period, if conditions are acceptable to both the Employer and the employee, said employee shall continue his/her apprenticeship with said Employer, subject to the conditions established by the JATC.

**Section 4.** Apprentice Plasterers shall receive the following percentages of the Journeyperson base hourly wage rate:

1st six months	50%
2nd six months	55%
3rd six months	60%
4th six months	65%
5th six months	70%
6th six months	75%
7th six months	80%
8th six months	95%

In addition, beginning with the 3rd six-month period, the Employer shall include vacation and dues checkoff at the full Journeyperson rate in the gross taxable wages of the Apprentice. In order to progress to the next wage rate, the Apprentice must have worked a minimum of seven hundred and fifty (750) hours and completed seventy-two (72) hours of class time in the previous six-month period, and the Employer must be so notified. Unless the Employer has been advised of the Apprentice's progression to the next wage rate, the increase will not be retroactive.

**Section 5.** During the 1st and 2nd six-month periods, the Employer shall pay contributions for the Apprentice for health and welfare at the full Journeyperson rate, but no other fringe benefits. During the 3rd and 4th six-month periods, the Employer shall pay contributions for the Apprentice for all fringe benefits with the exception of pension and supplemental pension. Beginning with the 3rd six-month period, the Employer shall deduct vacation and dues checkoff at the full Journeyperson rate from the net pay of the Apprentice and pay said monies along with the fringe benefits. Beginning with the 5th six-month period, the Employer shall pay contributions for the Apprentice for all fringe benefits set forth in this Agreement at the full Journeyperson rate. No Employer is required to pay any monies to the Apprenticeship Fund other than the amounts in the wage and fringe benefit package.

**Section 6.** When an Employer employs three (3) or more Journeyperson Plasterers and calls the Union for an employee or employees, the Union has the exclusive right to refer an Apprentice for employment and training should there be an Apprentice registered on the out-of-work list.

## ARTICLE 8 - WORK JURISDICTION

**Section 1.** Plasterers covered by this Agreement shall have jurisdiction over the following work, without limitation: All interior or exterior plastering of cement, stucco, stone imitation or any patent material when cast, the setting of same, and corner beads when stuck, mechanically fastened or attached by any means. This includes the plastering and finishing of hot composition material in vats, compartments or wherever applies; also the taping and pointing of all joints, skim coating (level 5) and all other methods, nail holes and bruises on wallboard and/or drywall, regardless of the type of materials or tools used; also the setting in place of plasterboards, ground blocks, patent dots, cork plates, brownstones, and acoustical tile including temporary nailing, cutting and fitting in connection with the sticking of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes including imitation finishes, including but not limited to custom rock, brick and block veneer, imitation marble, stone, wood and any other imitation theme.

**Section 2.** All acoustic blocks, regardless of thickness, when stuck, mechanically fastened or attached by any other means shall be the work of the Plasterers covered by this Agreement. Also the sticking, nailing, and screwing of all composition caps and ornaments shall be the work of the Plasterers. The preparing, scratching and browning of ceilings and walls when finished with terrazzo or tile, allowing sufficient thickness to allow the applying of the terrazzo or tile and the application of any plastic material to the same shall be the work of Plasterers covered by this Agreement. The work of the Plasterers also includes: All phases of interior and exterior insulating foam systems from the cutting and sticking of the foam board out to a finished product. The preparation, installation, caulking, sealing and repair of all interior and exterior insulation systems, including, but not limited to, foam systems, bead boards, outsulation, ultralation, lead abatement, escapsulation and all fire-stopping and fire proofing to include hard, soft and intumescent fireproofing and refraction work, including, but not limited to, all steel beams, columns, metal decks, and vessels.

**Section 3.** All casting shall be done by Plasterers covered by this Agreement. The applying of any plastic material to soffits, ceilings and perpendicular work, and the finishing, rubbing, polishing and cleaning, whether done by hand, machine or any other method, except a base six inches or less, is the work of Plasterers covered by this Agreement.

**Section 4.** All cement plastering on walls over and above a six-inch base shall be supervised and executed by Plasterers covered by this Agreement.

**Section 5.** Plasterers claim all waterproofing of work included in their jurisdiction, such as Thoroseal, Ironite, Plasterweld and any similar products, regardless of the tools used or method of application, color of materials used and regardless of the type of base these materials may be applied to.

**Section 6.** All moldings run in place and all staff work, the making of templates and horsing of molds in and on buildings must be made and produced by Plasterers covered by this Agreement. All plaster castings stuck shall be the work of the plasterer. All mortar boards must be raised at least eighteen inches above the scaffold.

**Section 7.** The masking and covering of windows and floors with shields or any other method of covering and the removing of said covering to a clean and finished job shall be done by Plasterers covered by this Agreement.

**Section 8.** The Plasterers will perform all mixing and transportation of all materials from the mixing area to the work area, the setting and moving of scaffold, covering and taping of all areas to which plaster will abut, clean-up work and, in general, the tending of all the Plasterers needs to insure a true and finished product.

**Section 9.** Plasterers covered by this Agreement have jurisdiction over all casting, installing, finishing, rubbing and cleaning, whether by hand or machine, of all imitation stone.

**Section 10.** Plasterers shall perform casting as follows:

- (a) Domes that do not exceed two (2) feet in diameter may be cast.
- (b) Niches may be cast and stuck in place providing they do not exceed two (2) feet in width and four (4) feet in length.
- (c) Moldings clustered with enrichment may be cast.
- (d) Cornices may be cast where and when it is not practical to run in place with a mold. This has reference principally to light troughs, etc., that require electrical wiring or reflectors inside, and this does not include block or similar moldings that exceed six (6) feet in total length from mitre to mitre.
- (e) Beams, columns, and pilasters shall not be cast unless they are totally enriched and have no members paralleling one another.
- (f) On an alteration where the work which would ordinarily be run cannot be done without causing undue interference with the occupancy of the premises and undue delay in performance, it shall be permissible to cast such work with the consent of the Union.
- (g) All small spandrels or panels under two feet, small caps and other similar work may be cast.
- (h) All caps not exceeding two feet in diameter may be cast.
- (i) Diminished fluted pilaster and columns or pilaster and columns with entasis may be cast.
- (j) Small pattern ceilings of geometrical design: coffered ceilings when panels do not exceed twenty-four inches at the ceilings or minor line and fifty-four inches at the bottom or major line may be cast.

**Section 11.** Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above.

**Section 12.** The Employers and the Union agree to be bound by all of the terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the construction industry, known as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter referred to as the Plan).

## **ARTICLE 9 - WORK PRESERVATION**

### **Section 1.**

(a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them and all work covered by this Agreement, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer, or any of its officers, directors, owners, partners or stockholders, exercises either directly or indirectly, such as through family members, any significant degree of ownership, management or control, that other business entity will be bound to this Agreement and will pay its employees wages and fringes in an aggregate amount equal to that required under this Agreement.

(b) All charges of violations of Section 1(a) of this Article shall be considered as a dispute under this Agreement and shall be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided for in this Agreement. As a remedy for violations of this Article, the Joint Conference Board is empowered, at the request of the Union, to require an Employer to pay the Union the difference between the wages and fringe benefits actually paid by the other business entities as defined in Section 1(a) and the amount required to be paid pursuant to Section 1(a) of this Article, plus interest at the prime interest rate. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violations of Section 1(a) nor does it make the same or other remedies unavailable to the Union for violations of other sections or other articles of this Agreement.

(c) If, as a result of violations of this Article, it is necessary for the Union to institute court action to enforce an award rendered in accordance with this Article, or to defend any action which seeks to vacate such award, the Employer shall pay any accountants and attorneys fees incurred by the Union, plus costs of the litigation, which have resulted from the bringing of such court action.

**Section 2.** None of the work covered by this Agreement which is to be performed at the site of construction, alteration, plastering or repair of any building, structure or other work shall be subcontracted, except to an Employer which is signatory to or otherwise party to this Agreement. Any Employer violating the requirement of this section shall pay to the employees registered for employment on, and next entitled to dispatch from, the out-of-work list of the Local Area with jurisdiction over the jobsite, the wages and other benefits to which they would have been entitled, and to the Trust Funds the contributions which would have been due to them, upon the hours which would have been worked by said employees but for the violation.



**Section 3.** The fabrication or preparation of all materials, structures or component parts of structures involving work within the jurisdiction of the Union as defined in this Agreement, which has normally and traditionally been done at the jobsite by employees covered by this Agreement shall continue to and must be performed by the employees covered by this Agreement. No employee may be discharged, laid off or otherwise disciplined for refusing to install any such materials, structures or component parts of structures which have been fabricated on or off the jobsite by employees receiving wages, hours or other conditions of employment less favorable to employees than the wages, hours or other conditions of employment provided by this Agreement.

**Section 4.** It is the intent of this Article to protect and preserve for the employees covered by this Agreement, all of the work which has normally and traditionally been performed by Plasterers represented by the O.P. & C.M.I.A. and to maintain the wages, hours and other conditions of employment they have enjoyed with respect thereto.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

**Section 1.** During the term of this Agreement and so long as neither party is in violation of any of the provisions of this Agreement, there shall be no strikes or lockouts.

**Section 2.** It is the intention of the parties to this Agreement to settle problems that may arise on a local level. In order to provide means for the uniform interpretation and application of the provisions of this Agreement, the parties hereto shall establish the Joint Conference Board.

**Section 3.** Whenever an alleged violation of this Agreement, or any dispute concerning the meaning, interpretation or enforcement of this Agreement, exists between the Union and any Employer and/or the Association, the Union, the Association or an Employer may file a grievance. The grievance shall be written, signed by a party or its agent, and served on the other party. The grievance shall state the grievants' understanding of the dispute. The other party, not later than five (5) working days after receipt of said grievance, shall serve a statement of its understanding of the dispute on the grievant.

**Section 4.** If the parties cannot resolve the grievance within ten (10) working days after the filing of the grievance, the Joint Conference Board shall be constituted and take jurisdiction. The Joint Conference Board shall consist of two (2) representatives selected by the Union, each of whom shall be a member of one of the signatory Local Areas, and two (2) representatives selected by the Association, each of whom shall be a member of the Association and/or an Employer signatory to this Agreement. The Joint Conference Board shall select a Chairperson and a Secretary from its membership.

**Section 5.** The Joint Conference Board shall determine the time and place of meetings, the rules of procedure and all other details necessary to promote and carry out the business for which it has been appointed. The Joint Conference Board shall hold hearings, as necessary, to review the evidence pertaining to the grievance. The Joint Conference Board shall issue a written decision within five (5) working days after the close of the hearing on the grievance. The decision of the Joint Conference Board shall be final and binding upon all parties.

**Section 6.** If the Joint Conference Board, after meeting, cannot or does not agree on a decision on any grievance within five (5) working days after hearing the grievance, it shall lose jurisdiction thereof and the members of the Joint Conference Board shall choose an impartial Arbitrator to decide the matter.

**Section 7.** If the Joint Conference Board cannot, or does not, agree on an Arbitrator within ten (10) working days after it has lost jurisdiction to decide the case, the Chairperson or Secretary of the Board, or the party aggrieved, whether the Union, the Association, or an Employer, as the case may be, may request the Federal Mediation and Conciliation Service to furnish a list of five (5) names from which the parties to the grievance shall select the Arbitrator by alternately deleting names from such list until only one name remains.

**Section 8.** The Arbitrators decision shall be final and binding on all parties.

**Section 9.** The cost of any arbitration, including the expense of employing an Arbitrator, employing a court reporter and obtaining a transcript for the arbitration, shall be borne equally by the Employer and the Union.

**Section 10.** Under no circumstances shall the Joint Conference Board hear a grievance by an employee against an Employer unless said grievance was brought to the attention of the Union and the Employer within ten (10) working days of the date that the employee first knew or, in the exercise of reasonable diligence, should have known, of the facts giving rise to the grievance, provided, however, that a grievance involving the rights of employees represented by the Union as a class, as distinguished from the rights of an individual employee, shall be limited only by the applicable statute of limitations.

**Section 11.** After the Joint Conference Board or the Arbitrator issues a decision, said decision shall be immediately placed into effect and work thereafter shall continue in accordance with this Agreement and the provisions of said decision. If an Employer fails to comply with the decision of the Joint Conference Board or the Arbitrator, as the case may be, it shall not be a violation of this Agreement for the Union to strike said Employer, to refuse to supply employees for the jobs of said Employer and/or to withdraw employees from the job or jobs of such Employer.

**Section 12. Employer Violations.** In the event of a violation of the hiring procedure or overtime clauses of this Agreement or a violation of Uniform Building Codes, the amount of damages sustained by a violation or breach would be impractical or extremely difficult to fix by way of actual damages. Therefore, it is agreed that the Employer shall pay, as liquidated damages, the sum of fifty dollars (\$50.00) for each violation for each day the violation continues in addition to any monies due to any employee or to the Trust Funds or for any special damages that may be proved, said sum to be paid within forty-eight (48) hours.

## **ARTICLE 11 - QUALITY CONTROL**

**Section 1.** All work, curing, application and treatment of any and all plaster and/or plaster materials shall conform at least to the building code of the community in which it is located, to the

specifications of the job, to the minimum standards set herein, and must be done in a workmanlike manner.

**Section 2.** All grounds, vents, cornerbeads, light receptacles, aluminum trim, sidewalks, patios, fireplaces, water tables and any other surface to which plaster abuts, must be reasonably straight, evenly margined, tooled and cleaned.

**Section 3.** The tool known as the L.A. scratcher shall not be used as the final procedure in the application of a scratch coat of cement or plaster by either the Employer or the employees. The final procedure of scarifying shall be done with a wire scarifier.

**Section 4.** The Employer shall furnish the following tools: rods, featheredges, dash brushes and darbies. The Employer shall also furnish the following EIFS tools: floats, raspers, utility blades and special reveal tools.

#### **ARTICLE 12 - GEOGRAPHIC AND MARKET CONDITIONS**

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

#### **ARTICLE 13 - MOST FAVORED NATIONS CLAUSE**

**Section 1.** No Employer party hereto shall be required to pay higher wages or be subject to less favorable working conditions on any one job or project than any other Employer employing employees on similar work on the same job or project under this Agreement.

**Section 2. Special Project Agreements.**

(a) The Union reserves the right to enter into Project Agreements with Employers who are signatory to this Agreement which contain working conditions, including wages, fringes or hours, more favorable to the Employer than those provided herein. In that event, except as provided herein, all Employers signatory to this Agreement shall have the right to substitute the more favorable terms and conditions. When a Project Agreement is entered into by the Union, the more favorable terms and conditions which may be applied by the Employers shall be limited to the specific job or jobsite.

(b) In order to avoid misunderstandings or disputes, the Union agrees to immediately notify all signatory Employers of any agreement entered into which contains more favorable terms and conditions than this Agreement, or a modification of this Agreement which has the same effect. Included in such notification shall be the name of the general contractor and, as the case may be, the name of the job or jobsite involved. Any disputes arising in regard to the granting of any Project Agreements shall be referred to the Joint Conference Board and those procedures contained therein shall govern.

## **ARTICLE 14 - SAVINGS CLAUSE**

To the best knowledge of the parties to this Agreement, the Agreement now contains no provisions that are contrary to Federal or State law or any ruling or regulation of a Federal or State agency. Should, however, any provision of this Agreement at any time during its term be held or determined to be in conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permitted. In the event any provision of this Agreement is thus held or determined to be illegal, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect, unless the provisions so held to be illegal are wholly inseparable from the remaining provisions of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal, they will then promptly enter into lawful negotiations concerning the substance thereof.

## **ARTICLE 15 - TERM, TERMINATION AND RENEWAL**

This Agreement shall remain in full force and effect until midnight June 30, 2013, and shall be renewed from year to year thereafter unless either party to this Agreement gives written notice of termination to the other at least sixty (60), but not more than ninety (90), days prior to the expiration date of this Agreement or any extension, modification or successor Agreement then in effect. The Association and the Union have agreed to open negotiations by no later than February 1, 2013 for an extension, modification, amendment, supplement or renewal of or to this Agreement. Notice to the Association shall be deemed notice to each of the Employers who are members of the Association and/or who have delegated their bargaining authority to the Association at the time of such notice.

## **ARTICLE 16 - NEGOTIATIONS**


**Section 1.** The foregoing Agreement constitutes the entire contract between the Association and the Union, and no additions, alterations or modifications shall occur herein without the voluntary, mutual consent of such parties, during the period of this Agreement, provided, however, that either of such parties may call for a conference on voluntary changes during the life of this Agreement, and both such parties shall thereupon meet to confer on such changes and, if agreement is reached, such agreements shall become a part of this Agreement.

**Section 2.** The Union shall have the sole power to amend and incorporate into this Agreement the following: 1) the new assigned Local number and the total jurisdiction of the Local; 2) list all Locals as sub-areas of the new Local with individual jurisdiction; 3) add other Locals to this Agreement with separate wage/fringe packages; 4) add the Contractor Associations from the other now existing areas that become signatory to this Agreement; 5) adjust the wages and/or fringes within the total wage/fringe package of any Local Area. All signatory contractors shall be notified within fifteen (15) days of any and all changes under this Section.


**Section 3.** At the appropriate times under this Agreement, at mutually agreeable location(s), the Union and the Association shall engage in negotiations concerning the increases in the wage/fringe package to be paid in each Area. The Employers bound by this Agreement shall be bound by the results of negotiations between the Union and the Association.

The foregoing Agreement, consisting of 32 pages, constitutes the LABOR AGREEMENT between the Wall and Ceiling Alliance and the Operative Plasterers' & Cement Masons' Local Union No. 300 of the Operative Plasterers' & Cement Masons' International Association of the United States and Canada, AFL-CIO, effective from July 1, 2011 through June 30, 2013.

**THE WALL AND CEILING ALLIANCE**

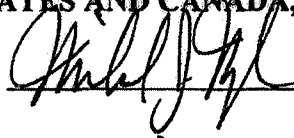
By:   
President of the Wall and Ceiling Alliance

Date: 7/29/11

By:   
Executive Director of the Wall and Ceiling Alliance

Date: 7.29.11

**OPERATIVE PLASTERERS' & CEMENT MASONS' LOCAL UNION NO. 300 OF THE OPERATIVE PLASTERERS' & CEMENT MASONS' INTERNATIONAL ASSOCIATION OF THE UNITED STATES AND CANADA, AFL-CIO**

By: 

Title: DPCMIA Vice President/Trustee

Date: 7-29-2011

## APPENDIX A

The Employers who are Association members and have delegated their bargaining authority to the Wall and Ceiling Alliance are:

**Aderholt Specialty Company, Inc**  
**Allen Specialties**  
**Anning Johnson Co.**  
**Berger Brothers, Inc**  
**Boyett Construction**  
**Brady Co. Central California**  
**California Drywall**  
**Daly's Drywall & Taping Inc.**  
**Davidson Plastering, Inc**  
**Excel Lathing**  
**Elite Plastering, Inc.**  
**Freas Plastering**  
**Giampolini**  
**Harrison Drywall**  
**Henley & Co.**  
**Ironwood Commercial Builders, Inc.**  
**Ironwood Plastering Co.**  
**J & J Acoustics**  
**KHS&S Contractors**  
**Karsyn Construction**  
**Meiswinkel Company (RFJ, Inc)**  
**Northbay Drywall & Plastering Co.**  
**Novi Plastering**  
**O'Donnel Plastering**  
**Pacific West Lath & Plaster**  
**Patrick J. Ruane, Inc.**  
**Performance Contracting Inc.**  
**Raymond-North**  
**Service Plastering II**  
**W. F. Hayward Co.**

**MEMORANDUM AGREEMENT**

IT IS AGREED between the undersigned Employer and Operative Plasterers' & Cement Masons' Local Union No. 300 (Union), in consideration of services performed and to be performed for the Employer by employees represented by the Union, as follows:

1. The Employer agrees to comply with all of the terms, including wages, hours, and working conditions, of the Labor Agreement between the Union and the Wall and Ceiling Alliance (Association), effective July 1, 2011 through June 30, 2013 (Labor Agreement). The Labor Agreement is incorporated herein by reference. The undersigned Employer hereby expressly acknowledges receiving a copy of the Labor Agreement.
2. The undersigned Employer agrees to comply with all of the terms, including wages, hours, and working conditions, of the Labor Agreement and with all future modifications, changes, amendments, supplements, extensions and/or renewals of or to the Labor Agreement which may be negotiated between the parties thereto for the term thereof.
3. The undersigned Employer hereby designates the Association as its bargaining agent with the Union, becomes a party to the multi-employer Labor Agreement, and becomes a member of the multi-employer unit represented by the Association. Execution of this Agreement does not establish membership in the Wall and Ceiling Alliance.
4. The undersigned Employer does hereby irrevocably designate and appoint the employer trustees for the Trust Funds mentioned in the Labor Agreement as his, her or its attorneys in fact for the selection, removal and substitution of trustees as provided in the Trust Agreements, as said Trust Agreements may hereafter be amended.
5. The undersigned Employer hereby agrees that should it become a party to a grievance under the Labor Agreement, the representatives to the Joint Conference Board selected by the Association shall be its representatives on the Joint Conference Board.
6. The undersigned Employer recognizes the Union as the sole and exclusive majority collective bargaining representative, under Section 9(a) of the National Labor Relations Act, of all of the employees employed by the Employer performing work on all present and future job sites within the area covered by the Labor Agreement, on the following basis. The Union has requested that the Employer recognize the Union as the Section 9(a) representative of its employees; the Union has offered to submit to the Employer evidence that the Union has the support of a majority of the Employer=s employees; and the Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

Initials:

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Union

7. The undersigned Employer specifically waives any right that he, she or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions and/or renewals of or to the Labor Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, repudiation or cancellation or to file a petition seeking clarification or redefinition of the bargaining unit covered by this Agreement.

8. This Memorandum Agreement shall remain in full force and effect for the term of the Labor Agreement between the Union and the Association for the period from July 1, 2011 through June 30, 2013, and shall continue thereafter from year to year, or for the term of any future modifications, changes, amendments, supplements, extensions and/or renewals of or to the Labor Agreement which may be negotiated between the parties thereto, whichever is longer, unless either party to this Memorandum Agreement gives written notice by certified mail to the other of a desire to change or cancel this Memorandum Agreement at least sixty (60), but not more than ninety (90), days prior to June 30, 2013 or the termination date of any modifications, changes, amendments, supplements, extensions and/or renewals of or to the Labor Agreement. All notices given by the Union to the Association shall constitute sufficient notice by the Union to the undersigned Employer, provided however that a notice to the Association by the Employer shall not constitute sufficient notice of intent not to be bound by any modifications, changes, amendments, supplements, extensions and/or renewals of or to the Labor Agreement.

**OPERATIVE PLASTERERS' & CEMENT MASONS' LOCAL UNION NO. 300**

SIGNATURE \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

EMPLOYER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
TEL. NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_  
E-MAIL \_\_\_\_\_  
CONTRACTOR'S LICENSE NO. \_\_\_\_\_  
CONTRACTOR'S LICENSE CLASSIFICATION(S) \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_



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**46 NORTHERN CALIFORNIA COUNTIES**

**CARPENTERS  
MASTER AGREEMENT  
FOR NORTHERN  
CALIFORNIA**

Between the

**Construction Employers'  
Association of California (CEA)**

**Concrete Contractors Association (CCA)**

**NC Contractors Association (NCCA)**

**Millwright Employers Association (MEA)**

**Associated Cabinet Manufacturers (ACM)**

and

**Carpenters 46 Northern California  
Counties Conference Board**

of the

**United Brotherhood of Carpenters  
And Joiners Of America**

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**Effective Date June 6, 2007**



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## **PREAMBLE**

This Agreement represents a new beginning of cooperation between signatory employers and the Union in a mutual effort to retain and regain the major portions of the work within the geographic area for unionized construction. The successes of the Agreement will be judged on the ability of the signatory contractors to be successful in obtaining contracts where union employees will be employed.

## **CARPENTERS MASTER AGREEMENT 46 Northern California Counties 2007-2012**

### **SECTION 1**

THIS MASTER AGREEMENT, made and entered into this 6th day of June, 2007, by and between the CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA (CEAC), MILLWRIGHT EMPLOYERS ASSOCIATION (MEA), CONCRETE CONTRACTORS ASSOCIATION (CCA), NC CONTRACTORS ASSOCIATION (NCCA) and their respective members, herein referred to collectively as the Employer, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Northern California Carpenters Regional Council (NCCRC) and affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement amends, modifies, supplements, changes, extends and renews the Agreements dated June 16, 1971, July 18, 1974, June 16, 1977, June 16, 1980, September 1, 1982, January 1, 1986, April 1, 1988, June 16, 1992, June 16, 1996, May 25, 1999, June 3, 2003 and is effective July 1, 2007.

### **SECTION 2 TERM OF AGREEMENT**

This Agreement shall remain in full force and effect from the 1st day of July, 2007 through the 30th day of June, 2012, and shall continue thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June, 2012, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June of any subsequent year in which the Master Agreement may terminate, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

All notices required to be given to the Union shall be addressed to it at 265 Hegenberger Road, Suite 220, Oakland, California 94621.

While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided above. Notice to the Employer shall be deemed notice to all individual employers.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such

modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

## **SECTION 2-A CARPENTERS WORK PRESERVATION COMMITTEE**

Notwithstanding the provisions of Section 2, the parties to the Agreement hereby establish a Committee composed of three (3) representatives appointed by the Carpenters 46 Northern California Counties Conference Board and three (3) representatives appointed by the Construction Employers' Association of California, Inc. This Committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve such changes as it deems to be in the best interest of the parties to the Agreement.

This Committee shall be empowered to develop rules and procedures, subject to the approval of the bargaining parties, to carry out the intent of the bargaining parties.

## **SECTION 3 AREA COVERED**

The area covered by this Agreement shall be Northern California, consisting of the forty-six (46) counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County, and the westerly boundaries of Inyo and Mono Counties, to wit: 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, Sonoma, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

## **SECTION 4 WORK COVERED**

All carpentry work on all construction, including, but not limited to, construction, erection, alteration, repair, modification, demolition, addition or improvement of or to a building or any other structure or construction.

All carpentry work on heavy, highway and engineering construction, including, but not limited to, the construction, improvement, modification and demolition of all or any part of streets, highways, bridges, viaducts, railroads, storage elevators, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, pipelines, offshore construction, or operations incidental to such heavy construction work.

Work in connection with new methods of construction or use of materials established or developed during the term of this Agreement, and the use and application of tools, devices, metal or plastic studs or any substitute thereof, metal or plastic forms or slip form procedures, mechanical power driven or otherwise, customarily and regularly used by carpenters, any

mechanical or technological substitutes thereof, whether continuously or intermittently and which are regarded tools of the carpentry trade. This shall include though not be limited to the use and operation of forklifts, platform lifts and operation of concrete chutes.

All carpentry work in connection with plywood decking, beam sides and beam soffits and all concrete form work.

All carpentry work in connection with tilt-up construction including, but not limited to, benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, stripping of forms, rigging, setting, plumbing and aligning, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints, and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors, installation of laminated beams or precast structures, and operation of the forklift in reference to all of the above work.

All carpentry work in connection with displays, conventions, tradeshow and exhibitions.

All work in connection with self supporting scaffolds over fourteen feet (14') in height whether patent or otherwise constructed.

The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern, in all its branches and phases including pre-finished wood and hardwood products, such as nailing, filling, laying, stripping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and related work.

Work in connection with bleachers, computer floors, installation of Corian/Epoxy tops, installation of doors and hardware, installation of medical headwall cabinets, insulation for temperature and/or sound control, suspended ceilings, hardwood flooring (prefinished), and cork flooring.

Work in connection with toilet partitions, gameline painting on interior wood floors, astro/synthetic turf, installation and onsite construction of clean room structural components, pre-cast panel installation, linear air bar, if integrated into the suspended ceiling system, and window coverings/mini blinds.

Should an individual employer party to this Agreement perform work as a drywall contractor or drywall subcontractor, he shall do so under the terms and conditions of the current Drywall/Lathing Master Agreement between the Carpenters 46 Northern California Counties Conference Board and/or the NCCRC and the appropriate Drywall Contractors Association for the 46 Northern California Counties. However, drywall work which is incidental to the work of the individual employer may be performed under the terms and conditions of this Agreement.

Should an individual employer party to this Agreement perform work or subcontract work covered by the Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders Agreement, the individual employer shall observe the terms and conditions of said Agreement.

Should an individual employer party to this Agreement perform work or subcontract work covered by the Highway Addendum, the individual employer shall observe the terms and conditions of said Addendum.

Should an individual employer party to this Agreement perform work or subcontract work covered by the Office Modular Systems Addendum, the individual employer shall observe the terms and conditions of the Office Modular Systems Addendum.

**SECTION 5  
RECOGNITION OF EMPLOYER**

The Union hereby recognizes the Employer as the sole and exclusive bargaining representative for their respective members, present and future, who are or hereafter become members.

**SECTION 6  
EMPLOYER MEMBERSHIP**

This Agreement is made for and on behalf of and shall be binding upon all persons, firms or corporations under any name or style of doing business in the construction industry that, at the time of the execution of this Agreement are, or during the term hereof become, members of the Employer, in the area covered by this Agreement. A list of such individual employer members shall be furnished to the Union upon the execution of this Agreement, and thereafter shall be furnished to the Union not less often than once a month.

In addition, the Employer shall immediately notify the Union in writing whenever an individual employer becomes a member of the Employer. Notwithstanding the foregoing, the Union shall have the right, within 72 hours of receipt of said written notice, to object to any individual employer becoming a party to this Agreement and to insist upon, if appropriate, negotiations separately with that individual employer. Upon receiving such objection from the Union, this Agreement shall be null and void ab initio for all purposes as to that individual employer only. This paragraph does not apply to an individual employer that is signatory to an existing Agreement with the Union.

All individual employers shall be and remain liable under this Agreement for and during the term thereof, irrespective of whether such individual employers shall resign from membership in the Employer or withdraw from the Carpenter Multiemployer Bargaining Section prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of said membership or withdrawal and remain in force for and during the term of this Agreement. Such individual employers shall be bound by any amendments, modifications, supplements, changes, extensions or renewals of or to this Agreement unless such individual employer gives written notice to the Union not more than ninety (90) days nor less than sixty (60) days prior to July 1, 2012 or July 1 of any year in which this Agreement may terminate.

**SECTION 7  
RECOGNITION OF UNION**

The Union has requested recognition as the Section 9 (a) representative of the employees covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of the 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 constituent bodies represents a majority of employees employed to perform bargaining unit work and agrees that the Union and/or each of its constituents 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 NC-CRC and all of its affiliated Local Unions.

Any dispute concerning this Section shall be resolved by the permanent neutral Arbitrator pursuant to the procedures set forth in Section 51 (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 agree that the permanent 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 this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

### **SECTION 8 INDEPENDENT AGREEMENT**

In the event the Union establishes special conditions for work covered by the Agreement, those special conditions shall be made available to the Employer or individual employers who wish to perform the designated work in the same locality as provided for in that immediate Area Agreement.

The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum to this Agreement which might be negotiated in any area covered by this Agreement between the Union, any individual employer or group of individual employers.

### **SECTION 9 LIABILITY OF THE PARTIES**

This Agreement is made for and on behalf of, and shall be binding upon all persons, firms and corporations, who at the time of execution of this Agreement are members of Employer, or subsequently become members of Employer as defined in Section 6 (Employer Membership). This Agreement is binding upon each individual employer regardless of whether or not the individual employer changes the name or style or address of the business. Each individual employer, corporate or other legal entity, or its successor as per Section 6 (Employer Membership), shall be liable, subject to, and bound by this Agreement. It is agreed that the wages, hours, and working conditions of this Agreement are the wages, hours, and working conditions in the area covered by this Agreement.

Except as may be provided in Section 2 (Term of Agreement) of this Agreement, each employer individually signatory hereto waives any right that he or it may have to terminate, abrogate, repudiate, or cancel this Agreement during its term, during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, or to file any Petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation.

**SECTION 10  
GENERAL SAVING CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this 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 parties agree that if and when any provisions of this Agreement are 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 are therefore intended to apply no broader than that permitted by law.

**SECTION 11  
NO DISCRIMINATION**

It is mutually agreed that the individual employer and the Union shall fully comply with all federal and state laws, including but not limited to all of the provisions of Title 7 of the Civil Rights Act of 1964, as amended; the California Fair Employment and Housing Act, as amended; and the Americans with Disabilities Act of 1991, as amended to the end that no person shall, on the grounds of age, sex, race, color, national origin, sexual orientation, gender, ancestry, disability as defined by the Americans with Disabilities Act of 1991 and the California Fair Employment and Housing Act, or Vietnam Veteran status, 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 this Agreement.

It is further agreed that no person or applicant for employment shall be discriminated against or shall have his/her employment relationship affected by reason of his/her age except as provided in the Trust Agreement, rules and regulations, and statements of procedure governing the Carpenters Training Committee for Northern California.

Nothing in this section and no grievance filed pursuant to this section shall be deemed a waiver of any individual worker's statutory rights provided by federal and/or state laws.

Throughout this Agreement, wherever the masculine gender appears, the feminine form applies equally and may be substituted therefore.

**SECTION 12  
UNION SECURITY**

(1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual employer on work covered by this Agreement on the effective date of this Section 12 shall, as a condition of employment or continued employment, remain a member in good standing of the Union or the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement 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 or the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on the expiration of eight (8) days of employment, continuous or cumulative, on such work following the beginning of such employment or the effective date of this Section 12, whichever is later. Membership in any 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 Section 12, the Employer and the Union will promptly enter into negotiations with regard to such subject.

(2) The individual employer shall not be required to discharge any employee pursuant to this Section 12 until a written notice from the appropriate Local Union of the Union of such employee's non-compliance with this Section 12, stating all pertinent facts showing such non-compliance, shall have been served upon such individual employer and two (2) working days shall have been allowed for compliance therewith.

(3) No person (owner, partner, or officer of any individual employer) shall be permitted to perform work covered by this Agreement unless such person is covered by all the provisions of this Agreement including the payment of all Trust Fund contributions; provided, however, that not more than one (1) owner may be permitted to work with the tools under the same conditions with the exception of Section 12 (1). This section shall not be interpreted so as to diminish work opportunity for employees covered by this Agreement.

Membership in good standing shall be defined as the tendering of uniform initiation fees and dues, including work fee.

### **SECTION 13 UNION REPRESENTATIVE**

Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been, or will be performed.

Where there are visitation restrictions imposed at the jobsite by entities other than the individual employer, the individual employer will use his best efforts to provide access to the site by the union representative.

### **SECTION 14 STEWARDS**

(1) A steward shall be a working journeyman employee, appointed by the Local Union or the NCCRC of the Union, who shall, in addition to his/her work as a journeyman be permitted to perform, during working hours, such of his/her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees that stewards shall be allowed a reasonable amount of time for the performance of such duties. The Field Representative shall notify immediately the individual employer of the appointment of each steward to be confirmed by letter.

(2) No steward shall be laid off or terminated without concurrence of the appropriate Field Representative except for:

1. Proven dishonesty.
2. Excessive drinking.
3. Chronic failure to report for work.
4. Completion of the carpentry work on the job.

If a steward is discharged as permitted herein, written notice shall be given to the appropriate Local Union or the NCCRC defining the reasons for discharge.

(3) Application or violation of this Section shall be subject to Section 51 "Grievance Procedure."

### **SECTION 15 NO STRIKE**

Except as provided in this Section, there shall be no strike, lockout or work stoppage by any party hereto or any individual employer. The Union may withhold workers or picket the job of any individual employer who fails to pay wages or is in violation of the Piece Rate Prohibition or Trust Fund Contribution provisions of this Agreement. The Union may withhold workers of any subcontractor who fails to pay wages or is in violation of the Piece Rate Prohibition or Trust Fund Contribution provisions of this Agreement. The Union, with five (5) days written notice to the individual employer may withhold workers or picket the job of any individual employer for violation of the Hiring Hall, Union Security or Subsistence provisions of this Agreement only if no dispute exists between the Employer and the Union concerning such alleged violation.

### **SECTION 16 JURISDICTIONAL DISPUTES**

There shall be no cessation or interference in any way with any work of the Employer or any individual employer by reason of Jurisdictional Disputes between the Union and any other union 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 Unions 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 the individual employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement. The individual employer shall be bound by an agreement between the General Presidents.

### **SECTION 17 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 the individual employer signatory to this Agreement proceed without interruption because of disputes involving employers and/or unions not signatory to this Agreement.



The Union will not discipline, the individual employer will not permanently replace and the parties both agree not to threaten nor cause to be denied the rights of individual workers to respect primary picket lines established at or on the jobsites of the individual employer.

## **SECTION 18 EFFICIENCY**

It is agreed that the carpenters, through their field representatives, use their efforts to encourage greater efficiency on the job and that they refrain from the solicitation of premium payments for employees represented by the Union. The employees and the Union shall use their efforts to encourage greater efficiency compatible with sound construction practices on the job and shall refrain from the solicitation of premium payments for employees.

Except as provided in Section 50 (Work Preservation, Contracting and Subcontracting) hereof, neither party to this Agreement shall by working rules or any other means or device, impose or direct any work limitations affecting quantity restrictions, quotas or units of production, either maximum or minimum, relating to work covered by this Agreement.

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 supplied by the individual employer.

## **SECTION 19 SAFETY**

The Union shall cooperate (1) with the individual employer and with each other in carrying out all of the individual employer's safety measures and practices for accident prevention and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole. The Union and the Employer recognize that drug and alcohol abuse creates an unsafe and inefficient work place. The individual employer must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual employers and their employees and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

The individual employer shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Union or the NCCRC is responsible for such implementation or maintenance.

All safety equipment required by State or Federal regulations, including hard hats, shall be provided and maintained by the individual employer without cost to his employees. Upon termination the employee shall return such equipment to the individual employer.

## **SECTION 20 PRE-JOB CONFERENCES**

- (1) The individual employer shall at his option or at the option of the Union or the NCCRC call for a pre-job conference. If the Union or the NCCRC desires, it shall be entitled to a pre-job conference solely with the individual employer. The individual employer may include his subcontractors at such conference.
- (2) The individual employer shall advise the Union or the NCCRC in writing, at all times of the names (including trade names and names of individual proprietors or partners who signed the subcontract) and addresses of all subcontractors or his subcontractors employed or to be employed or contracted with for services to be performed under this Agreement. Such written notice shall be made at the pre-job conference or ten (10) days prior to the commencement of work by any such subcontractor.
- (3) The individual employer shall, upon request of the Union or the NCCRC, submit letters of past or present work assignment for purposes of clarifying questions of Union jurisdiction.

## **SECTION 21 AUDIT**

Each individual employer upon request of the Union, the Employer, or any Trust Fund specified in this Agreement, shall permit the Trust Fund Auditors to review any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such individual employer during business hours at reasonable time or times to examine and copy such books, records, papers or reports of such individual employer as may be necessary to determine whether or not the individual employer is making full payment of all sums required by this Agreement. The decision as to the relevancy of records shall be made by the Joint Delinquency Subcommittee and their decision shall be binding on all parties. Such review shall be permitted not less than ten (10) working days after demand. If the individual employer cancels an audit appointment without appropriate two (2) hours' notice to the auditor, the cost of such lost time by the auditor shall be borne by the individual employer.

The cost of audit shall be borne by the individual employer if a shortage disclosed by the audit exceeds \$4,500.00 and is not the result of clerical error.

Trustees of the Trust Funds specified in this Agreement are authorized to determine the appropriate formula to be applied to compute appropriate Trust Fund contributions. The individual employer shall be required to comply with such Trust Fund formula and make payments to the Trust Funds immediately upon being advised of the amount due.

Any legal action to compel audit entry shall be filed in the Superior Court of the City and County of San Francisco, State of California, or the United States District Court for the Northern District of California.

Any individual employer who refuses audit entry shall pay all the legal fees and costs necessary for compliance of audit entry.

The Union has the right to withhold workers from any individual employer who refuses to make available relevant records necessary for the completion of the audit.

Information derived from the audit shall be confidential and used solely for the enforcement of this Agreement.

## **SECTION 22 WORK DAY**

The regular work day shall be eight (8) consecutive hours (exclusive of lunch period) between the hours of 6:00 a.m. and 5:00 p.m.

Once the regular work day is established, it shall be for no less than five (5) consecutive regular work days and may be changed only by written notification from the individual employer to the appropriate District Office of the NCCRC.

The rate of pay for all hours worked other than the regular established work day shall be governed by Section 26, "Overtime."

Any employee who works more than five (5) hours without a meal period shall be paid for all work in excess of said five (5) hour period at the applicable overtime rate until a meal period is provided. (Such pay shall be reckoned by the hour and half-hour.)

Effective January 1, 2001, every individual employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an individual employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the work day. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at individual employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the individual employer shall make up the missed rest period within the same work day or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If an individual employer fails to provide an employee a rest period in accordance with the applicable provisions of this Section, the individual employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not provided.

All pay shall be reckoned by the day and half-day as follows: Employees who start work at the regular work day or shift shall receive four (4) hours pay or pay for actual hours worked, whichever is greater, regardless of the reason for the inability to complete the regular work day or shift. If the employee voluntarily quits, the employee shall receive pay only for actual hours worked.

Any dispute regarding the provisions of this Section shall be subject to Section 51 (Grievance Procedure) of this Agreement.

## **SECTION 23 SHIFT WORK**

Shift work can only be established upon prior notice from the individual employer to the Union and shall be performed as follows:

Except as provided below, where multiple shifts are worked, if the individual employer elects to work the day shift between the hours of 6:00 A.M. and 5:30 P.M., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than three (3) consecutive work days.

On tenant improvement or renovation projects in occupied buildings with a total contract value of five (5) million dollars or less, the individual employer may perform multiple shift operations on the basis of eight (8) hours pay for eight (8) hours work on all shifts at the regular straight time rate.

Overtime rates shall be paid for all hours worked on the second or third shift if less than three (3) consecutive days are worked. The provisions of this Section 23 with regard to rates of pay for shift work shall apply solely to the portion of the job which requires shift operations.

When it is a condition of securing the work, a special single shift may be established that will be for no less than three (3) consecutive days, for off hours between Monday and Friday, and will allow for eight (8) hours pay for eight (8) hours work. Work in excess of eight (8) hours per day shall be subject to the overtime provisions of this Agreement.

All work in excess of eight (8) hours on Saturday and all work on Sundays and holidays shall be double time.

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contribution shall be computed at the rate of time and one-half or double the required rate of payments or contributions per hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing overtime, either under this Agreement, the Fair Labor Standards Act, the Walsh-Healey Act or any other law.

On shift work (a) workers working a shift who come off work on Saturday morning at 8:00 A.M., are to be considered working Friday; (b) workers working a shift who come off work on Sunday morning at 8:00 A.M., are to be considered working Saturday; and (c) workers working a shift who come off work on Monday morning at 8:00 A.M., are to be considered working Sunday.

All regularly scheduled shift work performed on Saturday, Sunday and holidays, shall be in accordance with the overtime rates herein specified. All such work shall be performed under the terms and conditions of this Section 23 as to hours worked and rate of pay.

## **SECTION 24 WORK WEEK**

The regular work week shall consist of forty (40) hours of work Monday through Friday. In the event that work cannot be performed Monday through Friday or Tuesday through Friday (4 X 10 work week) because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rate. In the event that work cannot be performed Monday through Thursday (4 X 10 work week) because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Friday and shall be paid at the applicable straight time rate. As a courtesy, the individual employer shall advise the appropriate District Office of the NCCRC whenever it intends to implement the Saturday (or Friday for a 4 X 10 Monday through Thursday work week) make-up day. (The NCCRC District Office phone numbers are as follows: Northern (916) 641-1041, Southern (408) 445-3000, and Central (510) 568-4788.)

Four (4) by Ten (10) Work week (4 x 10): An individual employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours, Monday through Thursday or Tuesday through Friday, provided the appropriate District Office of the NCCRC is notified in advance. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. After twelve (12) hours, double time shall be paid. In the event two (2) shifts are employed, nine and one-half (9-1/2) consecutive hours work, (on the second (2nd) shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 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.

On Residential projects as described in Appendix C, "Residential Addendum" the work week shall remain as contained therein.

## **SECTION 25 HOLIDAYS**

The following are nationally recognized holidays covered by this Agreement: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

The parties have agreed that the following four (4) days of each year will be selected by the Union as designated off/holidays:

2007: Friday, May 25th; Friday, August 31st; Monday, December 24th; Monday, December 31st.

2008: Friday, February 15th; Friday, May 23rd; Friday, August 29th; Friday, December 26th.

2009: Friday, January 2nd; Friday, February 13th; Friday, May 22nd; Friday, September 4th.

2010: Friday, February 12th; Friday, May 28th; Friday, July 2nd; Friday, September 3rd.

2011: Friday, February 18th; Friday, May 27th; Friday, July 1st; Friday, September 2nd.

2012: Friday, May 25th; Friday, August 31st; Monday, December 24th; Monday, December 31st.

The four designated off/collectively bargained holidays shall be governed by Section 26 "Overtime."

## **SECTION 26 OVERTIME**

- A. On all building construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on Saturdays.

Time and one-half shall be paid for the first eight (8) hours worked on the four (4) designated off/collectively bargained holidays.

Double time shall be paid on all other holidays referenced in Section 25 (Holidays).

All other time shall be paid at double the straight time rate.

- B. On all heavy, highway and engineering construction, including but not limited to the construction, improvement, modification, and demolition of all or any part of streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, or operations incidental to such heavy construction work; the first (1<sup>st</sup>) four (4) hours prior to the start of the regular or approved day or the first (1<sup>st</sup>) four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half.

Time and one-half shall be paid for the first (1<sup>st</sup>) ten (10) hours worked on Saturdays.

Time and one-half shall be paid for the first (1<sup>st</sup>) eight (8) hours worked on the four (4) designated off/collectively bargained holidays.

Double time shall be paid on all other holidays referenced in Section 25 (Holidays).

All other time shall be paid at double the straight time rate.

## **SECTION 27 PARKING**

In the event free parking facilities are not available within 1320 feet (measured by the most direct route on a dedicated vehicular public thoroughfare) of a jobsite, the individual employer will provide such facilities and the individual employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the individual employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking area shall be drained and hard surface.

## **SECTION 28 TOOLS**

Carpenters and apprentices shall furnish their own tools, but shall not furnish, rent or lease horses, ladders, mitre boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering individual employer's materials or equipment, or any kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this section, the individual carpenter shall provide a toolbox with a lock. If necessary the employee shall be allowed a reasonable amount of time during the work week to sharpen tools on the individual employer's time.

The individual employer shall provide a reasonably secure place where his employees may keep their tools. Where ten (10) or more carpenters are employed on any one (1) job or project the individual employer shall provide a separate tool house, or a separate compartment of a tool house under lock and key, for the exclusive use of carpenters. Failure on the part of the individual employer to comply with the provisions hereof shall be referred to the Joint Adjustment Board. If any individual employee's full kit of working tools is lost by reason of fire or theft while in the individual employer's care, the individual employer shall reimburse the employee for such loss up to a maximum of seven hundred and fifty dollars (\$750). Within two (2) working days from the date of claim for loss of tools as provided herein, the individual employer shall acknowledge liability therefore or reject the claim.

## **SECTION 29 PICKUP TIME**

A carpenter shall be entitled to pickup time, which shall not be less than five (5) or more than fifteen (15) minutes at the end of each work day, the particular amount of such pickup time depending upon accessibility to the area to which the employee is assigned. The amount of pickup time shall be determined by mutual agreement at a jobsite conference between representatives of the individual employer and the Union.

**SECTION 30**  
**SHOW UP TIME, TERMINATION PAY AND DISCHARGE**

Other than on the first (1st) day of dispatch, in which case two (2) hours shall apply, workers who report for work, for whom no employment is provided, shall be entitled to four (4) hours' pay, except where bad weather conditions beyond the control of the individual employer prevents employment.

Payments of contributions to each of the Trust Funds provided for in this Agreement shall be made with respect to payments required by this Section 30.

Except as hereinafter provided, carpenters who start work, but are discharged between the hours of 8:00 A.M. and 12:00 noon, shall receive four (4) hours pay; carpenters starting work at 8:00 A.M. who are discharged between the hours of 12:00 noon and 4:30 P.M. shall receive pay only for hours worked.

Carpenters discharged on the first (1st) day of employment for inefficiency, insubordination or intoxication, shall receive pay only for hours worked. Carpenters who voluntarily quit shall receive pay only for hours worked.

**DISCHARGED EMPLOYEE:** Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular work day to assemble their tools in addition to the normal pickup time prevailing on the job.

After forty (40) hours of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to Section 51, the grievance and arbitration provision of this Agreement. The individual employer during the first forty (40) hours of employment may reject or discharge any employee for any reason.

Discharge for cause shall be in writing to the employee.

**SECTION 31**  
**PAYMENT OF WAGES**

An employee who works the full designated work week shall receive on the last day of that work week pay for not less than the number of hours worked on the Monday of that same work week.

Each individual employer shall provide with each payroll check an itemized check stub showing separately the date of issuance, each contribution and deduction made from the payroll period covered by the check or a separate statement showing the name of the employee, the name and the individual employer's contractor's license number and/or address and the employee's social security number. There shall be no cash payment of any nature or kind whatsoever. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section 31. An individual employer may pay employees utilizing direct deposit, as provided under California law. Payment by direct deposit shall be at the employee's option and not as a condition of employment. Late deposits shall be subject to Section 31, paragraph 3. Final compensation shall be paid by check.



Should an individual employer compensate an employee with a check for which payment is refused by the individual employer's bank because of insufficient funds, or should an individual employer fail to pay his employees on the regular, established pay day for his job, the obligation of the individual employer to the individual employee shall continue at the employee's regular straight time rate for a period not to exceed forty (40) hours, notwithstanding the above, unless the refusal of payment by the bank is due to the bank's error or omission or to circumstances which are beyond the control of the individual employer. Any question concerning responsibility of the individual employer on whether the omission is beyond his control shall be subject to the grievance procedure of this Agreement. Nothing herein shall, however, prevent the individual employer from changing his payroll date upon five (5) days' notice to the appropriate Local Union of the Union that the employee's pay date is being changed.

If terminated by the individual employer for any reason the employee shall be paid immediately in full. His pay status shall continue for each calendar day until pay is received; provided, however, that not more than eight (8) hours pay shall be charged for any calendar day with a maximum of five (5) days.

### **SECTION 32 PROHIBITION OF PIECE WORK**

No person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Payments by cash or second or multiple checks or combination thereof and/or the payment of excessive travel time, bonuses or other payments as "Travel Pay" or "Subsistence," where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement.

If at the time of an audit, piece work or bonus payments are discovered, those amounts will be subject to the conversion formula as set forth in Section 21 (Audit). The foregoing shall not apply to an annual bonus paid to supervisors.

### **SECTION 33 NONUNION FABRICATED MATERIALS**

To the extent permitted by law, the individual employer will not require Carpenters to handle nonunion fabricated materials.

### **SECTION 34 INJURY**

Employees who are, as a result of industrial injury, unable to complete a full day's work, shall nevertheless be paid for the full day on which such injury occurred; provided the attending physician has certified to the employee's inability to complete his/her regular assigned work on that day of such injury.

An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided that any such prior industrial injury has not caused the applicant to be incapable of satisfactorily performing the duties and functions required by the job to which he/she is assigned or would be assigned.

### **SECTION 35 DOCUMENT SIGNING**

No employee or applicant for employment will be required as a condition of employment or continued employment to sign any document not required by law.

### **SECTION 36 SUBCONTRACTOR RECORDS**

On residential construction, excluding alteration and repair, the individual employer shall keep a record of all hours worked by persons performing work covered by this Agreement for each subcontractor on each separate job or project.

It is recognized and acknowledged that with respect to certain subcontracted functions such as installation of stairways, formica tops, and marble, it would be difficult and impractical to record the precise hours worked at such function. On such work the individual employer shall make an estimate of the hours worked by the installing subcontractor. These records shall be submitted monthly to the Trust Funds specified in this Agreement.

### **SECTION 37 BONDING**

The Union may require of any individual employer who is delinquent in Trust Fund contributions and/or whose payroll checks have been returned for insufficient funds ("bounced"), that such individual employer be required to provide a bond not less than \$5,000.00 or more than \$75,000.00 at the option of the Union or Trust Fund to insure payment of his payroll and/or Trust Fund contributions. An acceptable letter from responsible party or joint checks may be substituted for bond requirement. It shall not be a violation of this Agreement for the Union to withdraw carpenters from the job(s) of such individual employer who may upon demand and notice, fail or refuse to present such bond to the Carpenter Funds Administrative Office, 265 Hegenberger Road, Suite 100, Oakland, California 94621-1480. In the event the defaulting individual employer is a subcontractor of a prime contractor signatory hereto, the latter will be notified and given opportunity to post bond as herein provided prior to the withdrawal of carpenters from the job(s); provided, however, the bonding company is approved by the Carpenter Funds Administrative Office for Northern California, Inc.

### **SECTION 38 APPENDICES**

The following appendices attached to this Carpenters Master Agreement are incorporated herein and shall be part of this Agreement as though fully set forth herein: Subsistence (Appendix A), Millwrights (Appendix B), Residential (Appendix C), Insulators (Appendix D), Millmen (Appendix E), Scaffold Erection (Appendix F) and Highway Addendum (Appendix G).

**SECTION 39  
WAGE RATES**

The following shall be the classifications and minimum hourly rates during the term of this Agreement for the effective dates noted and in the areas listed.

A. Area 1, consisting of the following counties:

Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma:

<i>Journeyman wage rates effective</i>	7-01-07
Carpenters	33.25
Bridge Builder/Highway Carpenters	33.25
Hardwood Floorlayers	33.40
Shinglers	33.40
Power Saw Operators	33.40
Steel Scaffold & Steel Shoring Erectors	33.40
Saw Filers	33.40
Millwrights	33.35

B. Area 2, consisting of the following counties:

Monterey, San Benito and Santa Cruz:

1. <i>Journeyman wage rates effective</i>	7-01-07
Carpenters	27.37
Bridge Builder/Highway Carpenters	33.25
Hardwood Floorlayers	27.52
Shinglers	27.52
Power Saw Operators	27.52
Steel Scaffold & Steel Shoring Erectors	27.52
Saw Filers	27.52
Millwrights	29.87

2. In Area 2, for projects with a total base bid project value of fifty million dollars (\$50,000,000) or more that are bid or negotiated on or after July 1, 2004 and prior to July 1, 2007 or, for public works projects, as required by the applicable prevailing wage determination, wage rates for the duration of the project shall be three dollars and fifty cents (\$3.50) per hour above the applicable Area 2 wage rates as set forth in Section 39 B (1) above, except for the Bridge Builder/Highway Carpenter classification. In addition, the scheduled increases set forth in Section F shall apply to such projects. These rates shall not apply to wood frame residential construction of three (3) stories or less. Where there is a published or advertised estimate of the construction costs for a project, such estimate shall determine "the total base bid project value," for purposes of the fifty million dollar (\$50,000,000) threshold. In addition, the following provisions shall apply in determining "the total base bid project value:"

The Employer shall meet and confer with the Union prior to the bid and/or execution of negotiated contract to jointly de-

termine the appropriate rate. Employers failing to participate in this process shall incur monetary liability should it later be determined that the fifty million dollar (\$50,000,000) threshold was surpassed.

**Private Bid and Negotiated Work:** In all scenarios, the following Divisions shall be considered "traditionally included work." Customarily included items, supplied by the owner shall be included when defining the applicability of the fifty million dollar (\$50,000,000) threshold.

- Division 1 – General Requirements
- Division 2 – Site Work & Demolition
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Metals
- Division 6 – Wood & Plastics
- Division 7 – Thermal & Moisture Protection
- Division 8 – Doors & Windows
- Division 9 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment
- Division 12 – Furnishings
- Division 13 – Special Construction
- Division 14 – Conveying Systems
- Division 15 – Mechanical
- Division 16 – Electrical

**Equipment:** Equipment, which is integral to the function of the building, customarily furnished and/or installed by the contractor shall be included in the determination of the total base bid value.

**Phased Projects:** Where the work is phased under a single contract, the cumulative total of the contract shall determine the total base value.

**Public Work:** The parties to the agreement shall meet and confer and failing to reach an agreement shall request the awarding body, its designee and/or the Department of Industrial Relations to issue a determination of the project value. If the awarding body fails to issue a determination, the total base bid (excluding alternates) shall govern.

C. Area 3, consisting of the following counties:

Sacramento, San Joaquin, Yolo, Western Placer\* and Western El Dorado\*:

1. Journeyman wage rates effective	7-01-07
Carpenters	26.02
Bridge Builder/Highway Carpenters	33.25
Hardwood Floorlayers	26.17
Shinglers	26.17
Power Saw Operators	26.17

Steel Scaffold & Steel Shoring Erectors	26.17
Saw Filers	26.17
Millwrights	28.52

\*Western Placer County includes territory west of and including Highway 49. Western El Dorado County includes territory west of and including Highway 49 and territory inside the city limits of Placerville.

2. In Area 3, for projects with a total base bid project value of fifty million dollars (\$50,000,000) or more that are bid or negotiated on or after July 1, 2004 and prior to July 1, 2007 or, for public works projects, as required by the applicable prevailing wage determination, wage rates for the duration of the project shall be three dollars and fifty cents (\$3.50) per hour above the applicable Area 3 wage rates as set forth in Section 39 C (1) above, except for the Bridge Builder/Highway Carpenter classification. In addition, the scheduled increases set forth in Section F shall apply to such projects. These rates shall not apply to wood frame residential construction of three (3) stories or less. Where there is a published or advertised estimate of the construction costs for a project, such estimate shall determine "the total base bid project value," for purposes of the fifty million dollar (\$50,000,000) threshold. In addition, the following provisions shall apply in determining "the total base bid project value:"

The Employer shall meet and confer with the Union prior to the bid and/or execution of negotiated contract to jointly determine the appropriate rate. Employers failing to participate in this process shall incur monetary liability should it later be determined that the \$50 million dollar threshold was surpassed.

**Private Bid and Negotiated Work:** In all scenarios, the following Divisions shall be considered "traditionally included work." Customarily included items, supplied by the owner shall be included when defining the applicability of the \$50 million dollar threshold.

- Division 1 – General Requirements
- Division 2 – Site Work & Demolition
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Metals
- Division 6 – Wood & Plastics
- Division 7 – Thermal & Moisture Protection
- Division 8 – Doors & Windows
- Division 9 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment
- Division 12 – Furnishings
- Division 13 – Special Construction
- Division 14 – Conveying Systems
- Division 15 – Mechanical
- Division 16 – Electrical

**Equipment:** Equipment, which is integral to the function of the building, customarily furnished and/or installed by the contractor shall be included in the determination of the total base bid value.

**Phased Projects:** Where the work is phased under a single contract, the cumulative total of the contract shall determine the total base value.

**Public Work:** The parties to the agreement shall meet and confer and failing to reach an agreement shall request the awarding body, its designee and/or the Department of Industrial Relations to issue a determination of the project value. If the awarding body fails to issue a determination, the total base bid (excluding alternates) shall govern.

D. Area 4, consisting of the following counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado\*, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer\*, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba:

1. Journeyman wage rates effective	7-01-07
Carpenters	26.02
Bridge Builder/Highway Carpenters	33.25
Hardwood Floorlayers	26.17
Shinglers	26.17
Power Saw Operators	26.17
Steel Scaffold & Steel Shoring Erectors	26.17
Saw Filers	26.17
Millwrights	28.52

\*Eastern Placer County includes territory east of Highway 49. Eastern El Dorado County includes territory east of Highway 49, excluding territory inside the city limits of Placerville.

2. In Area 4, for projects with a total base bid project value of fifty million dollars (\$50,000,000) or more that are bid or negotiated on or after July 1, 2004 and prior to July 1, 2007 or, for public works projects, as required by the applicable prevailing wage determination, wage rates for the duration of the project shall be three dollars and fifty cents (\$3.50) per hour above the applicable Area 4 wage rates as set forth in Section 39 D (1) above, except for the Bridge Builder/Highway Carpenter classification. In addition, the

scheduled increases set forth in Section F shall apply to such projects. These rates shall not apply to wood frame residential construction of three (3) stories or less. Where there is a published or advertised estimate of the construction costs for a project, such estimate shall determine "the total base bid project value," for purposes of the fifty million dollar (\$50,000,000) threshold. In addition, the following provisions shall apply in determining "the total base bid project value:"

The Employer shall meet and confer with the Union prior to the bid and/or execution of negotiated contract to jointly determine the appropriate rate. Employers failing to participate in this process shall incur monetary liability should it later be determined that the \$50 million dollar threshold was surpassed.

**Private Bid and Negotiated Work:** In all scenarios, the following Divisions shall be considered "traditionally included work." Customarily included items, supplied by the owner shall be included when defining the applicability of the \$50 million dollar threshold.

- Division 1 – General Requirements
- Division 2 – Site Work & Demolition
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Metals
- Division 6 – Wood & Plastics
- Division 7 – Thermal & Moisture Protection
- Division 8 – Doors & Windows
- Division 9 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment
- Division 12 – Furnishings
- Division 13 – Special Construction
- Division 14 – Conveying Systems
- Division 15 – Mechanical
- Division 16 – Electrical

**Equipment:** Equipment, which is integral to the function of the building, customarily furnished and/or installed by the contractor shall be included in the determination of the total base bid value.

**Phased Projects:** Where the work is phased under a single contract, the cumulative total of the contract shall determine the total base value.

**Public Work:** The parties to the agreement shall meet and confer and failing to reach an agreement shall request the awarding body, its designee and/or the Department of Industrial Relations to issue a determination of the project value. If the awarding body fails to issue a determination, the total base bid (excluding alternates) shall govern.

E. Fringe Benefit Hourly Rates – Entire 46 Counties Area  
(July 1, 2007 through June 30, 2008)

<i>Effective dates:</i>	7-01-07
Health & Welfare	8.55
Pension	4.55
Carpenters Annuity	1.75
Vacation (Carpenters)	1.75
Work Fee	1.29
Training	.43
Industry Promotion	.07
UBC Health & Safety Fund	.04
Carpenters Work Preservation	.05
Carpenter Employers Contract Administration	.07

See Appendix B for Millwright fringe benefit rates.

F. Future Wage and/or Fringe Benefit Considerations: (2008-2012)

July 1, 2008 -	\$2.80* \$.07 Work Fee (as per Section 43A of this Agreement)
January 1, 2009 -	\$.45 wage increase (applies only to Area 3 – Counties of Sacramento, Yolo, San Joaquin, Western Placer and Western El Dorado) (Does not apply to Bridge Builder/Highway Carpenter classification.)
July 1, 2009 -	\$2.90* \$.08 Work Fee (as per Section 43A of this Agreement)
January 1, 2010 -	\$.45 wage increase (applies only to Area 3 – Counties of Sacramento, Yolo, San Joaquin, Western Placer and Western El Dorado) (Does not apply to Bridge Builder/Highway Carpenter classification.)
July 1, 2010 -	\$3.10* \$.08 Work Fee (as per Section 43A of this Agreement)
January 1, 2011 -	\$.45 wage increase (applies only to Area 3 – Counties of Sacramento, Yolo, San Joaquin, Western Placer and Western El Dorado) (Does not apply to Bridge Builder/Highway Carpenter classification.)
July 1, 2011 -	\$3.70* ** \$.08 Work Fee (as per Section 43A of this Agreement)



\* Total package increases include \$.50 per year pre-allocated to Health & Welfare, \$.50 per year pre-allocated to Pension, \$.05 per year pre-allocated to Apprenticeship.

\*\* Includes "Incentive" Memorandum of Understanding expressly and permanently waiving fifty cents (\$.50) per hour, effective July 1, 2011, for employers who extend a future new Agreement.

The Union reserves the right to reallocate wage and fringe benefit amounts during the term of the Agreement.

When an individual project encompasses two (2) geographic wage areas, the higher of the two (2) wage rates shall apply to the entire project.

G. Apprentice Wage Percentage Schedule:

The wage rates for apprentices shall be the following percentages of the applicable journeyman classification in the appropriate geographical area. Wage and fringe benefit increases for all apprentices shall be governed by the individual Joint Apprentice Training Committees (based on calendar months, work hours and completion of mandatory training classes).

First Period: 0 to 6 months. . . . 60% Health & Welfare  
Work Fee  
Industry Promotion  
UBC Health & Safety  
Work Preservation  
Training  
Carpenter Employers  
Contract Administration

Second Period: 7 to 12 months. . . 65% Health & Welfare  
Work Fee  
Industry Promotion  
UBC Health & Safety  
Work Preservation  
Training  
Vacation  
Carpenter Employers  
Contract Administration

Third Period: 13 to 18 months. . . 70% Health & Welfare  
Work Fee  
Industry Promotion  
UBC Health & Safety  
Work Preservation  
Training  
Vacation  
Annuity  
Carpenter Employers  
Contract Administration

Fourth Period: 19 to 24 months. . .75% Health & Welfare  
Work Fee  
Industry Promotion  
UBC Health & Safety  
Work Preservation  
Training  
Vacation  
Annuity  
Carpenter Employers  
Contract Administration

Fifth Period: 25 to 30 months. . . .	80%	Full Fringes
Sixth Period: 31 to 36 months. . . .	85%	Full Fringes
Seventh Period: 37 to 42 months. . .	90%	Full Fringes
Eighth Period: 43 to 48 months. . .	95%	Full Fringes

The following conditions shall be applicable to the classification "Power Saw Operators" and "Steel Scaffold Erectors and/or Steel Shoring Erectors":

- (1) If an employee is hired initially as a Power Saw Operator or as a Steel Scaffold Erector and/or Steel Shoring Erector, he shall receive the rate for such classification until he is assigned to work in another classification.
- (2) If an employee already employed on a job is assigned to perform Power Saw Operating duties or Steel Scaffold and/or Steel Shoring Erecting duties, he shall receive the rate of the Power Saw Operator classification or the Steel Scaffold Erector and/or Steel Shoring Erector's classification, as the case may be, for the actual hours worked in such classifications.
- (3) The operation of a hand-operated skill saw shall not be considered as the performance of Power Saw Operating duties and shall not carry the rate for the Power Saw Operator classification.
- (4) Men working from Bos'n chairs, swinging scaffolds, or suspended from a rope, cable, or from a safety belt or any device used as a substitute for in lieu thereof shall receive fifty cents (\$.50) per hour above the applicable journeyman or apprentice rate.

The premium specified in this section shall be reckoned by the hour.

When an employee uses survey instruments he shall receive not less than the rate of pay for his regular classification.

Provisions concerning special conditions for Millwrights are set forth in Appendix B of this Agreement and are a part thereof.

The term "Journeyman Carpenter" as used herein means an employee who is qualified by experience and ability to perform work with carpenters' tools, carpenters' level and other such tools or survey instruments as are normally used by carpenters in the performance of carpenters' work.

The foregoing shall be applicable to all work in connection with the building and erection of timber trusses. The framing, assembling and building of the trusses, the raising and putting them in place and the rigging and signaling when power equipment is used are all under the jurisdiction of the United Brotherhood of Carpenters.

The term "Apprentice Carpenter" as used herein means an employee as defined from time to time as an apprentice in the Apprenticeship Standards for the Carpentry Trade in the 46 Counties, who shall be permitted to perform any work done by a journeyman carpenter. The term of apprenticeship shall not exceed a period of four (4) years. It shall be a contractual obligation of contractors party to this Agreement, to re-employ apprentices laid off due to lack of work before employing new apprentices.

An individual employer shall employ apprentices only in accordance with the provisions of this Agreement and the applicable rules and regulations of the Carpenters Training Committee and the Apprenticeship Standards.

An individual employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeymen regularly employed by him and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him. The first apprentice may not be employed until at least two (2) journeymen are regularly employed by the individual employer. Any individual employer employing five (5) journeymen shall, while employing five (5) journeymen, also employ at least one (1) apprentice. For each additional five (5) journeymen then in his employ, he shall employ at least one (1) additional apprentice.

FOREMAN: Effective July 1, 2000, if the individual employer determines to use any foremen, they shall be paid ten percent (10%) above the appropriate journeyman's wage rate. The individual employer shall have the right to determine, in his sole and unlimited discretion, the need for any number of foremen. There shall be a minimum of one (1) foreman for each permanent shop maintained by specialty contractors and/or prime contractors hiring more than three (3) journeymen carpenters.

GENERAL FOREMAN: The rate for general foremen shall be twenty percent (20%) above the straight time rate for foremen. Whether an employee shall be designated general foreman, the person who shall be so designated and the specific assignment for such person shall be within the sole and exclusive judgment of the individual employer and such determination to appoint a general foreman, or not to do so, shall not be subject to the Grievance Procedure (Section 51) of this Agreement.

No person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence," where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement. The foregoing shall not apply to an annual bonus paid to Supervisors.

## **SECTION 40 HEALTH AND WELFARE**

Each individual employer covered by this Agreement shall contribute to the Carpenters Health and Welfare Trust Fund for California, the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement for the purpose of providing Health and Welfare benefits for such employees.

Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1953, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

## **SECTION 41 PENSION PLAN**

Each individual employer covered by this Agreement shall contribute to the Carpenters Pension Trust Fund for Northern California the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Pension benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 19, 1958, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is a Defined Benefit Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

## **SECTION 42 ANNUITY PLAN**

Each individual employer covered by this Agreement shall contribute to the Carpenters Annuity Trust Fund for Northern California the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Annuity benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 1, 1981, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

## **SECTION 42-A 401(k) PLAN**

Effective September 1, 2008, each individual employer covered by this Agreement shall contribute in a timely manner, compliant with Federal Law, to the Northern California Carpenters 401(k) Trust Fund, on behalf

of each employee covered by this Agreement who has voluntarily elected to participate in the 401(k) Plan the amount specified on an Enrollment/Contribution Change form filed by the employee with his/her individual employer not to exceed the Internal Revenue Code Section 402(g) limit. The contribution amounts, which are voluntarily deferred from wages, and the frequency of change of the deferral will be governed by the various Plan documents of the Northern California Carpenters 401(k) Trust Fund.

Only those employees covered by this Agreement that are eligible to receive Annuity Fund contributions are eligible to participate in the 401(k) Plan. Owners, partners and superintendents covered by Section 46 of this Agreement are eligible to participate in the 401(k) Plan provided those individuals are current participants in the Annuity Plan and provided that Annuity contributions are remitted for all corresponding periods in which 401(k) contributions are made on behalf of the Owner, partner, or superintendent.

Each contributing individual employer agrees to be bound to that certain Trust Agreement establishing the Fund dated August 1, 2008, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

### **SECTION 43 VACATION AND HOLIDAY PLAN**

Each individual employer covered by this Agreement shall contribute to the Carpenters Vacation and Holiday Trust Fund for Northern California the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Vacation and Holiday benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated May 1, 1972, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contribution shall be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

The parties agree that up to a maximum of \$100,000 in any one calendar year shall be provided to insure employer contributions to the Vacation and Holiday Fund, which after all practical legal and administrative means of collection available to the Fund and the Union have been exhausted, have been declared uncollectible by the Joint Delinquency Committee of the Northern California Carpenter Trust Funds. Of this amount, up to \$50,000 shall be provided by the Union; and up to \$50,000 shall be provided by the Construction Industry Advancement Fund and the California Construction Advancement Program, in proportion to the amount of contributions received in the calendar year by such Fund and Program, respectively.

## **SECTION 43-A WORK FEE**

Effective for all work performed on and after July 1, 2007, it is agreed that upon written authorization, provided by the Union, as required by law, the amount designated below shall be deducted from the Vacation and Holiday benefit of each worker and remitted directly to the Union, or the appropriate Local Union or the NCCRC of the Union, as the Union may from time to time direct. The amount of the deduction shall be specified on a statement transmitted to the worker. Such remittance shall be made to the Union not less than twelve (12) times per year.

Effective July 1, 2006, the amount to be paid by the 46 Counties Work Fee option, in connection with the Vacation and Holiday contribution shall be an amount equal to two and one-half percent (2.5%) of the total hourly wage-fringe benefit package of the highest carpenter journeyman classification as defined in Area 1 in this Agreement (excluding Industry Promotion, Contract Administration, and Construction Industry Advancement Fund contributions) in effect on July 1, 2006 or to be in effect July 1, of each succeeding year, to be effective July 1, of such succeeding year.

The amounts referred to herein shall be remitted by the individual employer as follows:

1. The individual employer shall include such amount in the single check mailed with his/her combined employer report of contributions to the Depository Bank for the Northern California Carpenter Trust Funds.
2. In such report the individual employer shall designate the Depository Bank as his/her or its agent to receive written dues authorizations from employees covered by this Agreement pursuant to Section 302 (c) (4) of the Labor-Management Relations Act, as amended, and any revocation of such authorizations, and shall direct the Bank (a) to deposit the monies reported under the column headed Work Fee (Column B) in a special account, (b) to transfer monthly from such account the monies paid with respect to the work of each employee who has on file with the Bank an unrevoked dues authorization in a form complying with law to the account of the Union as Work Fee and (c) to transfer the remaining monies in said account to the Carpenters Vacation and Holiday Trust Fund for Northern California for credit to the Vacation and Holiday accounts of the other employees. Any delinquency in the payment of such amount shall be subject to the same liquidated damage, interest and other delinquency provisions applicable to contributions to the Northern California Carpenter Trust Funds.

It is the intent and purpose of the parties to comply fully with all laws, rules and regulations applicable to the work fee provided by this Section. If any provision of this Section, or any procedure in the implementation or administration of this Section, is determined to violate any such law, rule or regulation, the parties will promptly enter into lawful negotiations to correct such violation.

The Union shall exonerate, reimburse and save harmless the Employer, each individual employer, the Bank or other depository designated pursuant to this Section, and the Carpenter Funds Administrative Office of Northern California, Inc., and their respective officers, directors, agents, and employees, individually and collectively, against any and all liabilities and reasonable expenses arising out of the payment, receipt or a distribution of the amounts listed in Section 39 (Wage Rates) for Work Fee.

**SECTION 44**  
**CARPENTERS TRAINING TRUST FOR NORTHERN CALIFORNIA**

Each individual employer covered by this Agreement shall contribute to the Carpenters Training Trust for Northern California the amount listed in Section 39 (Wage Rates) for each hour worked by each employee covered by this Agreement for the purpose of providing training and education benefits for such employees.

Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1963, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contributions with respect to any employee or the work of any employee.

**SECTION 45**  
**CONTRACT ADMINISTRATION, CALIFORNIA BUILDERS  
ADVANCEMENT PROGRAM, CALIFORNIA CONSTRUCTION  
ADVANCEMENT PROGRAM, BUILDERS INDUSTRY  
PROMOTION TRUST, CONSTRUCTION INDUSTRY  
ADVANCEMENT FUND AND THE BUILDING INDUSTRY TRUST**

Effective July 1, 2003, a total contribution of sixteen cents (\$.16) per hour for each hour worked or paid for shall be paid to the California Builders Advancement Program, the California Construction Advancement Program, the Builders Industry Promotion Trust Fund, the Carpenter Employers Contract Administration Trust Fund, and the Building Industry Trust as follows:

**California Construction Advancement Program** - Effective July 1, 2003, each signatory individual memorandum employer shall contribute the sum of one cent (\$.01) per hour worked or paid for to the California Construction Advancement Program which is established for the purpose of protecting, improving and advancing the interests and welfare of the construction industry and its individual employers and employees. The individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the California Construction Advancement Program dated September 12, 1974, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

**California Builders Advancement Program** - Effective July 1, 2003, each signatory employer shall contribute the sum of one cent (\$.01) per hour worked or paid for to the California Builders Advancement Program which shall be established for the purpose of protecting, improving and advancing the interests and welfare of the unionized building construction industry and its individual employers and employees. Effective July 1, 2005, each signatory employer who is a member of the Construction Employers' Association (CEA) or any other association which may so designate, shall contribute the sum of three cents (\$.03) per hour worked or paid for to the California Builders Advancement Program. The individual employer hereby adopts and agrees to be bound by the terms of the Trust Agreement creating the California Builders Advancement Program, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

**Builders Industry Promotion Trust Fund** - Effective July 1, 2003, each signatory employer shall contribute the sum of three cents (\$.03) per hour worked or paid for to the Builders Industry Promotion Trust Fund which is established for the purpose of protecting, improving and advancing the interests and welfare of the building construction industry and its individual employers and employees. The individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Builders Industry Promotion Trust Fund dated January 1, 1992, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

**Construction Industry Advancement Fund** - Effective July 1, 2003, each signatory employer who is a member of the Home Builders Association (HBA) shall contribute the sum of three cents (\$.03) per hour worked or paid for to the Construction Industry Advancement Fund Program which is established for the purpose of protecting, improving and advancing the interests and welfare of the construction industry and its individual employers and employees. The individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Construction Industry Advancement Fund Administrative Agreement dated March 5, 1979, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

**Building Industry Trust** - Effective July 1, 2005, each signatory individual memorandum employer shall contribute the sum of two cents (\$.02) per hour worked or paid for to the Building Industry Trust which shall be established for the purpose of protecting, improving and advancing the interests and welfare of the unionized building construction industry and its individual employers and employees as provided for in the Labor Management Cooperation Act of 1978 and Section 302 (c) (9) of the Labor Management Relations Act, as amended (29 U.S.C. 186 (c) (9)). Effective July 1, 2003, each signatory employer who is a member of the Construction Employers' Association (CEA) or any other association which may so designate, shall contribute the sum of one cent (\$.01) per hour worked or paid for to the Building Industry Trust. The individual employer hereby adopts and agrees to be bound by the terms of the Trust Agreement creating the Building Industry Trust, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

**Carpenter Employers Contract Administration Trust Fund** - Effective July 1, 2003, each signatory employer shall contribute the sum of seven cents (\$.07) per hour worked or paid for to the Carpenter Employers Contract Administration Trust Fund which is established for the purpose of administering the collective bargaining agreement through the grievance procedure or otherwise on behalf of all individual employers signatory to this Agreement. At the discretion of the Trustees of said Trust, contributions to the Carpenter Employers Contract Administration Trust Fund may be increased up to an additional two cents (\$.02) per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees. The individual employer hereby adopts and agrees to be bound by the terms of the



certain Trust Agreement creating the Carpenter Employers Contract Administration Trust Fund dated January 1, 1986, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

All contributions and payments required pursuant to this Section or pursuant to the Trusts created hereunder shall not be deemed wages due to the employees with respect to whose work such contributions and payments are made.

NOTE: The amount of contributions is subject to further negotiation between the parties provided, however, that the total amount referred to in this section will not be increased but may be subject to redistribution by agreement of the parties.

#### **SECTION 45-A CARPENTERS WORK PRESERVATION COMMITTEE TRUST**

Effective July 1, 2005, each signatory employer shall contribute the sum of five cents (\$.05) per hour for each hour worked or paid for to the Carpenters Work Preservation Committee Trust Fund. Each individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Carpenters Work Preservation Committee dated January 1, 1986, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determination of the Trustees of said Trust. At the discretion of the Trustees of said Trust, contributions for the Carpenters Work Preservation Committee Trust Fund may be increased up to an additional three cents (\$.03) per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees.

The Carpenters Work Preservation Committee Trust is established for the purpose of administering the Carpenters Work Preservation Committee as referred to in Section 2-A of this Agreement.

The Carpenters Work Preservation Committee Trust has been created as a tax qualified jointly trustee trust fund, the purposes of which are to perform the work preservation functions and those functions permitted pursuant to the Labor Management Cooperation Act of 1978 (29 U.S.C. 175 et seq.) and Section 302 (c) (9) of the Labor Management Relations Act, as amended (29 U.S.C. 186 (c) (9)).

It is further agreed that any funds contributed to such fund or funds created for the purposes set forth herein shall not be used for any membership solicitation by any contributor or participant to the Trust Agreement or Trust Agreements or Corporate Articles and By-Laws formed shall be accessible to any signatory employer or employers without regard to membership or non-membership in any employer association which may be signatory to an agreement requiring contributions to the fund or funds created pursuant to this Agreement.

All contributions and payments required pursuant to this Section or pursuant to the Trusts created hereunder shall not be deemed wages due to the employees with respect to whose work such contributions and payments are made.

**SECTION 45-B**  
**UBC HEALTH & SAFETY FUND**

Each signatory employer shall contribute to the United Brotherhood of Carpenters and Joiners of America Health & Safety Fund ("Health Fund") the amount listed in Section 39 (Wage Rates) for each hour worked by each employee covered by this Agreement. Each individual employer agrees to be bound by the Agreement and Declaration of Trust for the Health and Safety Fund dated April 2, 1990, as it exists and as it may be amended or restated and to such rules, regulations and other governing documents adopted pursuant to such Trust.

**SECTION 46**  
**CONTRIBUTIONS FOR SUPERINTENDENTS**

- A. The Union and the Employer agree that when employees are working in a supervisory position above the rank of foreman or general foreman (where it appears in this Agreement), the individual employer may make payments with respect to the employee's work into the Carpenters Health and Welfare Trust Fund for California on the basis of 145 hours per month, regardless of the number of hours worked by any such employee in a month, and into the Carpenters Pension Trust Fund for Northern California on the basis of either a minimum of 145 hours per month regardless of the number of hours worked by any such employee in a month, or on the basis of actual hours worked if greater than 145, but not less than 145 hours per month in accordance with the schedules set forth in the Master Agreement; provided, however, the individual employer having made one (1) such payment on an employee shall continue to make such payments so long as the employee is in his employ.
  
- B. The Union and the Employer agree that when an employee is working in a supervisory position above the rank of foreman, and when Health and Welfare and Pension contributions are made on that employee's behalf as provided in Section 46 A, the individual employer may make payments with respect to the employee's work into the Carpenters Annuity Trust Fund for Northern California established by this Agreement on the basis of a minimum of 145 hours per month regardless of the number of hours worked by any such employee in a month, or on the basis of actual hours worked if greater than 145, but not less than 145 hours per month, in accordance with the schedules set forth in the Agreement; provided, however, the individual employer having made one (1) payment on any employee shall continue to make such payments so long as the employee is in his employ.
  
- C. The Union and the Employer agree that the individual employers covered by this Master Agreement may cover owners or partners in the Carpenters Trust Funds (as in Section 46 A & B), provided that such individual is performing work within the 46 Northern California Counties area and that, if not an owner or partner would be working as a journeyman carpenter under the terms of this Master Agreement and provided further that the individual employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual continues to perform work for the individual employer within the 46 Northern California Counties area in the capacity of an owner or

partner by paying contributions with respect to the work of such an individual into the Carpenters Health and Welfare Trust Fund for California on the basis of 145 hours per month regardless of the number of hours worked by any such individual in a month, and into the Carpenters Pension Trust Fund for Northern California on the basis of either a minimum of 145 hours per month regardless of the number of hours worked by any such individual in a month, or on the basis of actual hours worked if greater than 145, but not less than 145 hours per month, and furthermore when the individual employer elects to cover owners or partners for Health and Welfare and Pension as provided in this Section 46 C, the individual employer may make payments with respect to those same owners or partners, into the Carpenters Annuity Trust Fund for Northern California on the basis of either a minimum of 145 hours per month regardless of the number of hours worked by any such owner or partner in a month, or on the basis of actual hours worked if greater than 145, but not less than 145 hours per month, in accordance with the hourly contribution rates set forth in this Master Agreement. Such individual shall be deemed an employee covered by this Agreement solely for the purpose of participating in said Trust Funds and shall have no other rights or privileges under this Agreement as an employee.

#### **SECTION 47 BASIS FOR CONTRIBUTIONS**

Payment of contributions for benefits as provided in Sections 40, 41, 42, 42-A, 43, 43-A, 44, 45, 45-A and 45-B shall be based upon all hours for which an employee has received payment; provided, however, that contributions shall not become compounded by overtime and all overtime hours for purposes of fringe benefit contributions shall be considered straight time hours.

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, each signatory employer agrees that he or it 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 or all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

#### **SECTION 48 SUBSISTENCE**

All subsistence shall be governed by the provisions of Appendix A of this Agreement.

## **SECTION 49 HIRING**

1. The NCCRC shall establish and maintain open and nondiscriminatory employment lists for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such lists.
2. The individual employer shall first call upon the appropriate Local Union of the NCCRC having work and area jurisdiction for such workers as he or it may from time to time need, and such Local Union shall furnish the individual employer the required number of qualified and competent workers and skilled mechanics of the classifications needed by the individual employer in accordance with the provisions of this Section 49.
3. It shall be the responsibility of the individual employer when ordering workers, to give the appropriate Local Union all pertinent information regarding the workers' employment.
4. The Local Union will furnish in accordance with the request of the individual employer such workers of the classifications needed from among those entered on said lists to the individual employer by use of written referral in the following order of preference and the selection of workers for referral to jobs shall be on a nondiscriminatory basis:
  - (a) Workers specifically requested by name who have been laid off or terminated as journeymen carpenters in the geographic area of the Local Union or the NCCRC, as the case may be, within three (3) years before such request by a requesting individual employer or a joint venture of which one or more members is a former employer now desiring to re-employ the same workers, provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.

There shall be no restriction on the mobility of workers employed by individual employers in the 46 Northern California Counties.
  - (b) Effective January 1, 2008, for those classifications for which the Carpenters Training Committee offers journeymen certifications, such workers whose names are entered on said lists, who are certified and who are available for employment.
  - (c) Workers who within the five (5) years immediately preceding the individual employer's order for workers, have performed work of the type covered by this Agreement within the geographic area of the Agreement, provided such workers are available for employment.
  - (d) Workers whose names are entered on said lists and who are available for employment.
5. When ordering workers of the skills required, the individual employer will give notice to the appropriate 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 (17) hours, if possible, before the required reporting time and in the event that forty-eight

(48) hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the individual employer may procure workers from any source or sources. If workers are so employed, the individual employer shall promptly report to the appropriate Local Union having work and area jurisdiction, each such worker by name. In emergency cases workers may be dispatched other than at such dispatching times.

6. Subject to the foregoing, the individual employer shall have complete freedom of selectivity in hiring and the individual employer retains the right to reject any job applicant referred by the Union for any reason. The individual employer may discharge any employee for just cause as defined in Section 30 (Show Up Time, Termination Pay and Discharge); provided, there shall be no discrimination on the part of the individual employer against any employee for activities on behalf of or representation of the Union not interfering with the proper performance of his duties.
7. It is agreed that, notwithstanding the provisions of this section, the first Foreman and up to twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be employees designated by the individual employer.

Further, an additional twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be selected by the individual employer from workers who are registered on the out-of-work list and who are members of the Local Union having jurisdiction over the job or project at any location in the 46 Northern California Counties.

It is further agreed that, notwithstanding the provisions of this subsection, up to fifty percent (50%) of the employees employed to perform work covered by this Agreement on any residential project may be employees designated by the individual employer.

In all cases such employees shall be subject to the provisions of Section 12, (Union Security), and must be properly registered on the appropriate Local Union work list before dispatched.

The ratio of twenty-five percent (25%) and fifty percent (50%) to other employees shall not be increased during any time with respect to the job. Whenever employees are laid off, the ratio cannot be increased.

8. Available for employment shall mean:
  - (a) All individuals seeking employment under Subsection 1 of this section above shall comply with NCCRC policy regarding regularly established roll call time.
  - (b) All individuals eligible for referral shall be present at the Local Union during dispatching hours; provided they may be present at a location where they can be reached by telephone if they live in a remote area. This may be waived if, due to extenuating circumstances, they cannot be personally present.
9. Dispatching hours shall be determined by the NCCRC Hiring Hall Policy.

10. Each individual, upon being referred, shall receive a referral slip to be transmitted to the individual employer representative at the jobsite, indicating his or her name, address, social security number, type of job, date of proposed employment and date of referral. If requested by the individual employer, the referral slip shall be transmitted via facsimile to the individual employer representative at the jobsite.
11. To ensure the maintenance of a current registration list, all individuals who do not re-register within two (2) weeks of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this section they shall maintain their previous position on such list.
12. Individuals shall be eliminated from the registration list for the following reasons:
  - (a) Dispatched to the job – except that any individual who is rejected by the individual employer or who has received no more than the equivalent of forty (40) hours straight time pay shall retain his or her position on said list.
  - (b) Failing to accept suitable employment two (2) times 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 as to such individual.
  - (c) Unavailable for employment during the current week.
  - (d) Any individual dispatched to a job who fails to report for work or voluntarily terminated prior to receiving the equivalent of forty (40) hours pay shall be placed at the bottom of the list, provided he or she re-registers.
13. The Local Union shall place at the end of the journeyman registration list any person on the list who demonstrates a lack of journeyman skills, qualifications, or work ethic. A person's lack of skills, qualifications, or work ethic shall be based on the following: at least three (3) different individual employers have documented in writing within a nine (9) month period the person's lack of skills, qualifications or work ethic.

A person placed at the end of the registration list shall be referred to the Carpenters Training Committee for testing and evaluation. If the Training Committee determines that the person has the skills and qualifications of a journeyman carpenter, such person shall be reinstated to his/her place on the registration list. If the Training Committee determines that the person does not have the required skills and qualifications of a journeyman, the Training Committee shall prescribe a course of training and the person shall remain where they were placed on the registration list.

Once a person receives three (3) letters, the person shall not be able to select any classification on the list for which he/she has received a letter, until he/she is evaluated by the Training Committee. Written notification shall be presented to the journeyman at the time of termination and a copy shall be sent to the union.

After evaluation, the person shall not be able to select any classification on the list for which he/she has been determined to lack the required skills and qualifications until he/she successfully completes the course of training prescribed by the Training Committee.

14. No individual who is rejected by the individual employer shall be referred to such individual employer with respect to the same request pursuant to which he was initially referred.
15. The Local Unions shall post in places where notices to applicants for employment with the individual employer are customarily posted, all provisions relating to the functions of the hiring arrangements, including the provisions set forth in this section, and each individual employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements, including the provisions set forth in this section.
16. Selection of applicants for referral to jobs pursuant to this Agreement shall be on a nondiscriminatory 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 Section 12 (Union Security) of this Agreement.

Any person, including an individual employer aggrieved by the operation of the hiring hall provisions of this section, has the right to submit his grievance to permanent hiring hall neutral arbitrator who shall be Gerald R. McKay or his successor, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) work days after occurrence of the grievance. The neutral hiring hall 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 each Local Union or the NCCRC. Notices required by this subsection shall be mailed or delivered to Gerald R. McKay, P.O. Box 406, Burlingame, CA 94011-0406. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of the arbitration should be borne equally by the Employer and the Union regardless of which Local Union, NCCRC or individual employer is involved.

17. Any person dispatched in accordance with this Section by accepting such dispatch shall be deemed to have assigned to the Union his/her rights to collect unpaid wages or Trust Fund contributions.
18. The procedural rules for the operation of the NCCRC Hiring Hall shall be those Uniform Hiring Hall rules as established, amended or modified from time to time by the NCCRC pursuant to its Bylaws.
19. It is the intent of the parties through a labor-management committee to provide a journeyman certification process for the following skills: welding, concrete, scaffolding, lifts, doors and hardware, bridge building and metal framing.

**SECTION 50**  
**WORK PRESERVATION, CONTRACTING**  
**AND SUBCONTRACTING**

1. The purpose of this Section 50 is to preserve and protect the work opportunities that will be available to employees covered by this Agreement at the jobsite or job yard.
2. The terms and conditions of this Agreement, insofar as it affects the Employer and the individual employer, shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement to be performed at the jobsite or job yard, and said subcontractor with respect to such work shall be considered as an individual employer covered by this Agreement.
3. If an individual employer shall subcontract work herein defined, the work will be subcontracted to a subcontractor signatory to the appropriate Agreement with the Union. Such subcontract shall state that such subcontractor is or agrees to become signatory to an appropriate Agreement with the Union and will comply with all the terms and provisions of said Agreement including the payment of wages, Trust Fund contributions and fringe benefit payments. A copy of the subcontract and signature shall be furnished to the Union upon request.
4. The term "subcontractor" means any person, corporation or other entity, other than an employee covered by this Agreement, who agrees, orally or in writing, to perform for, or on behalf of the individual employer, any part or portion of the work covered by this Agreement. The subcontractor shall be properly licensed as required by the California State Contractors License Law.
5. The individual employer will give written notice to the NCCRC and/or Millwrights Local 102, (see Appendix B, Section 15) as the case may be, of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract and/or prior to commencement of work by the subcontractor, unless such notice is prevented by emergency conditions, and shall specify the name and address of the subcontractor.
  - 5a. If thereafter the subcontractor becomes delinquent in the payment of any wages, Trust Fund contributions, or fringe benefit payments, then the NCCRC, Local Union or the Trust Fund office shall give prompt notice of the delinquency, confirmed in writing, to the individual employer and to the subcontractor. The notice shall specify the name and amounts, if known, of the delinquency.
  - 5b. Said notification by the NCCRC, Local Union or the Trust Fund office shall be provided within twenty (20) days of publication of the Delinquency list provided by the Trust Funds or if in the case of failure to pay wages five (5) days from the applicable pay day. If such notice is given, the individual employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within ninety (90) days prior to the receipt of said notice from the Union, and said individual employer may withhold the amount claimed to be delinquent out of the sums due and owing by the individual employer to such subcontractor.



- 5c. Notwithstanding the provision set forth above, if the subcontractor is found in violation of the hiring provisions of this Agreement, pursuant to the provision of Section 51 (Grievance Procedure), and the Union is unable to collect from the subcontractor the damages determined to be owing for such violation, the individual employer shall then be liable for the payment of such damages. The total of this liability, as it would apply to the individual employer, shall be no more than five (5) days' violation or the total of the subcontractor's retention being held by the individual employer, whichever amount is greater.
6. If the individual employer fails to give written notice as required in this Section 50, he shall, until notice is received, assume liability for any violation of the terms and conditions of this Agreement at that particular jobsite or job yard, as may be determined by Section 51 (Grievance Procedure). If the subcontractor is signatory or otherwise bound to an Agreement with the Union, the individual employer shall be liable only for delinquencies as set forth in subsection 5a of this Section 50 for work on that jobsite or job yard. If the subcontractor is not in compliance with this Agreement then the individual employer shall be liable for any violation of this Agreement on that jobsite or job yard.
7. If the Union or the NCCRC should make demand in writing for exercise of this Section, the individual employer will require that any subcontractor of the individual employer specified in the demand will, if he has not already done so, post a surety bond in an amount not to exceed \$75,000.00 to cover payment of wages, Trust Fund contributions and fringe benefit payments specified in this Agreement. Failure of the individual employer to comply with this Section within two (2) days of demand will make the individual employer liable for the delinquencies of the subcontractor occurring on the individual employer's specific job. (The amount of the bonds specified in this subsection in no way affects the amounts specified for bonding purposes elsewhere in this Agreement.)
8. Notwithstanding any other provision of this Agreement or this Section 50, on any residential construction, all work covered by this Agreement shall be performed by the individual employer or prime carpentry contractor, and no such work shall be subcontracted to any other contractor except the installation of foundations, overhead garage doors, plastic sink tops, hardwood floors, roof and exterior wall shingles, traditional normal drywall, patio glass sliding doors, stairs, underlayment, base, acoustical ceilings, steel scaffolding, lathing and insulation. The individual employer or prime carpentry contractor shall provide all materials and the individual employer or prime carpentry contractor shall employ all employees covered by this Agreement who shall be shown on its payroll records except as provided herein. The remedies for default provided in this Section 50 shall apply directly to the individual employer or prime carpentry contractor. The individual employer or prime carpentry contractor shall be responsible for and shall directly employ employees covered by this Agreement to perform all work in connection with the construction of all walls and roof framing, installation of all sub-flooring, all exterior sheathing, installation of all metal or wood sash, doors, installation of all trim, installation of all types of cabinets, wardrobes and sliding doors.
9. The individual employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved,

evaded or diminished by subcontracting. Should the individual employer elect to subcontract, the individual employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the individual 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 statute, rule, regulations or law.

10. The provisions of this Section may be enforced only through the grievance and arbitration provisions of this Agreement.
11. It is the intent of the parties to enforce the provisions of this Section only to the extent permitted by law.
12. Notwithstanding any provisions of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Section shall not be enforced by strike action or any other form of job shutdown or work interference; provided, however, that the rights provided in Section 51 (Grievance Procedure) of this Agreement are retained to enforce primary obligations of any individual employer.
13. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time, or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section. The foregoing shall not apply to an annual bonus paid to supervisors.
14. No subcontract shall be in compliance with this Section if the effect of such subcontract is to diminish, eliminate or circumvent the payment of wages and fringe benefits to employees covered by this Agreement.

## **SECTION 51 GRIEVANCE PROCEDURE**

Any dispute concerning any application or interpretations of this Agreement shall be subject to the following procedure:

1. In the event that a dispute arises on a job, it shall be first reported to the individual employer and/or the Field Representative of the appropriate Local Union or the NCCRC who shall then attempt to adjust said grievance or dispute at the jobsite 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 the NCCRC or otherwise authorized Union Representative and the individual employer or his representative within three (3) days after submission to the individual 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 one (1) member named by the Union, one (1) member named by the Association and an Impartial Arbitrator. The parties shall select an alternate to the permanent neutral Arbitrator who shall serve only in the event the permanent neutral Arbitrator is unable to serve. 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 rule or procedure which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
  - (a) 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. Any transcript ordered by any party shall be at the expense of the party ordering the transcript.
  - (b) In the case of 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. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
  - (c) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. By agreement of both parties, the Impartial Arbitrator may be changed or replaced.
  - (d) The Board of Adjustment or the Arbitrator may fashion an appropriate remedy to resolve the issue including, but not limited to, back pay, money damages, injunctive relief, audit, payment of wages and fringe benefits to persons damaged by the contract violations, interest or attorneys' fees.
  - (e) Any grievance involving an individual employer not a member of any of the signatory associations shall be submitted directly to the Arbitrator unless the individual employer agrees to submit the matter to the Board of Adjustment.
6. Disputes arising out of work assignment, which are governed by Section 16 (Jurisdictional Disputes) will not be heard at these panels.
7. The Board of Adjustment shall meet within forty-five (45) days on any item properly before the Board. Failure of either party to meet or to participate shall cause the Board or Arbitrator to hear and decide the matter on a default basis.
8. 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.
9. In the event an individual employer fails to comply with any such decisions, the Union may withdraw employees or strike the individual employer, and such action shall not be a violation of this Agreement so long as such noncompliance continues, provided, however, that the Union may not enforce the provisions of Section 50 (Subcontracting) by economic action or picketing.
10. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne equally by the parties hereto.

11. No proceeding 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 Arbitrator or Board may for good cause, accept a late submission, which shall then be decided by the Board of Adjustment.
12. 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.
13. 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, or the United States District Court for the Northern District of California. Any party who fails or refuses to comply with a decision of a Board of Adjustment or an award of the Arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law, unless the petition is denied.
14. All hearings of the Board of Adjustment shall be in the City and County of San Francisco, and/or County of Alameda, unless mutually agreed to move to another location.
15. Other than matters concerning discharge, no proceedings mentioned hereinabove on any dispute, complaint or grievance shall be recognized unless called to the attention of the Employer and the Union within thirty (30) days after the last date the alleged violation was committed.
16. On all cases relating to discharge or discipline, employees must file their grievances with the Local Union or the NCCRC within three (3) working days after the imposition of the discharge or discipline. Thereafter, the Local Union or the NCCRC must file its grievance with the Board of Adjustment within four (4) working days after the employee files his grievance. The Board shall meet within seven (7) working days following submission of the grievance. 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 the individual employer against any employee for activities on behalf of or representation of the Union not interfering with the proper performance of his duties.
17. If failure of a Board of Adjustment to meet within one week (7 working days) is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above seven (7) working days. If the Employer or individual employer, or Arbitrator is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing.

IN WITNESS WHEREOF, the parties hereto have executed this document this 6th day of June, 2007 in Oakland, California.

**THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES  
CONFERENCE BOARD, UNITED BROTHERHOOD  
OF CARPENTERS AND JOINERS OF AMERICA**

**On behalf of:**

**NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL  
for Local Unions No.: 22, 25, 34, 35, 46, 102, 152, 180,  
217, 262, 405, 505, 605, 701, 713, 751, 1109, 1240,  
1496, 1599, 1618, 1789, 1861, 2035, 2236, 9068, 9083,  
9109 and 9144.**

By \_\_\_\_\_  
Robert Alvarado, Chairman

By \_\_\_\_\_  
William Feyling, Executive Director

**CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA**

By \_\_\_\_\_  
William Stronck, President

By \_\_\_\_\_  
Larry Nibbi, Chairman, Carpenters Craft Committee

By \_\_\_\_\_  
Michael Walton, Secretary

**MILLWRIGHT EMPLOYERS' ASSOCIATION**

By \_\_\_\_\_  
Michael Vlaming, Executive Manager

**APPENDIX A**  
**SUBSISTENCE**

1. On all work covered by this Agreement, as described in this Appendix A, the following shall apply effective July 1, 2000. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2000.

(a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

Eureka  
Santa Rosa  
Monterey  
Visalia  
Fresno  
Redding  
Kings Beach  
South Lake Tahoe  
Auburn  
Chico  
Cloverdale  
Woodland  
Oakland  
Jackson  
Manteca  
San Jose  
Merced  
Willits

(b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of twenty-five dollars (\$25.00) per day. The individual employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.

(c) The area known as Geysers is a ten dollar (\$10.00) subsistence zone.

(d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

2. Exemption to the requirement for payment of subsistence:

The individual employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:

(a) At the individual employer's permanent yard;

(b) At the individual employer's permanent shop;

(c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;

- (d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area.

This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.
4. The individual employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.
5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the jobsite.
6. If an employee is transported by the individual employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the individual employer's time, he shall not receive subsistence.
7. Both parties agree to meet and confer relative to subsistence where extremely adverse conditions exist with respect to jobsite access.

**APPENDIX B**  
**46 Counties of Northern California**  
**MILLWRIGHTS AGREEMENT**

**In Addition to the**  
**46 Counties Carpenters Master Agreement**

In addition to the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following working rules and wage rates shall apply to Millwrights.

Effective July 1, 2007, these conditions, rules and wage rates shall cover the Millwright Local Union within the 46 Counties.

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**SECTION 1**  
**TRAVEL AND SUBSISTENCE**

No Millwright shall use his vehicle for other than personal travel to and from the job.

1. If transportation is not furnished by the employer, Millwrights shall receive travel and/or subsistence expense as follows:
  - a. For the counties of Alameda, Contra Costa, Marin, San Francisco, and San Mateo, travel shall be established from the center of the Oakland Bay Bridge 0.2 miles west of the westerly end of the Yerba Buena Tunnel. In the remaining counties covered by this Agreement, from the City Halls of Chico, Eureka, Fresno, Modesto, Monterey, Redding, Sacramento, San Jose, Santa Rosa, Stockton, Vallejo, and Visalia. Travel from the above-defined points shall be as follows:
  - b. Over fifty (50) miles in free zone. \$15.00 per day worked. Effective January 1, 2008, \$25.00 per day worked.
  - c. Millwrights employed in the subsistence area set forth in the subsistence map in the 1968-71 Carpenters Agreement shall receive beginning January 1, 1986 - \$32.50 per day worked. Effective January 1, 2008, \$50.00 per day worked.



- d. Special condition for Humboldt County and Ft. Bragg proper is subsistence for non-residents only. \*Travel shall apply for residents as set forth in l.a. above.

\*Residents of Ft. Bragg proper shall be defined as living within twenty (20) road miles of Ft. Bragg city hall.

- e. Map Description - Area No. 1 Free Zone  
Commencing with the mouth of the Carmel River in Monterey County,  
thence easterly along the north bank of Carmel River to Tularcitos Junction,  
thence southeasterly along Tularcitos Road to Arroyo Seco Road,  
thence along south fork of Arroyo Seco Road to Greenfield and Highway 101,  
thence southerly along center line of Highway 101 to San Lucas,  
thence easterly along center line of Highway 198 to Coalinga,  
thence southerly along center line of Highway 33 to Kern County line,  
thence easterly along north boundary line of Kern County of intersection of said county line and Highway 65,  
thence northerly along center line Highway 65 through Porterville, Exeter, Badger to intersection of Highway 65 and Highway 180,  
thence on a straight line in a northwesterly direction to Pine Ridge,  
thence along center line of county road to Auberry,  
thence northerly along center line of county road to North Fork, Lakeview, to intersection of said county road and Highway 41,  
thence northerly along center line of Highway 41 to intersection of Highway 41 and Highway 49,  
thence northerly along center line of Highway 49 through Mariposa, Coulterville, Chinese Camp, Sonora, Jackson, Placerville, Auburn, Grass Valley to San Juan,  
thence on a northerly line to Challenge,  
thence along center line of county road through Woodleaf to Strawberry Valley,  
thence northerly along west boundary of Plumas County to intersection of Highway 36,  
thence northwesterly along center line of Highway 36 to intersection of Highway 36 and Highway 89,  
thence northerly along Highway 89 to intersection of Highway 89 and west boundary to Section 22, Township 30 north, Range 4 east of Mount Diablo Base and Meridian,  
thence northerly to northwest corner of Section 3, Township 30 north, Range 4 east,  
thence westerly along Township 30 north, to the intersection of Mount Diablo Meridian,  
thence northerly to the northeast corner of Township 34 north, Range 1 west,  
thence westerly along Township 34 north, to eastern boundary of Trinity County,  
thence southerly to intersection of county road,  
thence southerly along center line of county road to Tower House,  
thence westerly along center line of Highway 299 to intersection of eastern boundary of Trinity County,  
thence southerly along east boundary to Trinity County Line to the intersection of the west boundary of Range 7 west,  
thence south to southwest corner of Township 30 north, Range 7 west,  
thence southerly along western boundary of Range 6 west to the

intersection of Colusa County line of western boundary to Township 16 north, Range 6 west,  
thence southerly along east boundary of Lake County to intersection of Highway 20,  
thence westerly along center line of Highway 20 to intersection of Highway 101,  
thence southerly along Highway 101 to intersection of county road,  
thence westerly along center line of county road to Comptche,  
thence from Comptche south to southwest corner of Township 16 north, Range 15 west,  
thence easterly to northwest corner of Township 15 north, Range 14 west,  
thence southerly to southwest corner to Township 14 north, Range 14 west,  
thence easterly to northwest corner of Township 13 north, Range 13 west,  
thence southerly to southwest corner of Township 13 north, Range 13 west,  
thence easterly to northeast corner of Township 12 north, Range 12 west,  
thence southerly to southwest corner of Township 11 north, Range 12 west,  
thence easterly to northwest corner of Township 10 north, Range 11 west,  
thence southerly along western boundary of Range 11 west to southwest corner of Township 8 north, Range 11 west,  
thence westerly to southeast corner of Section 33 of Township 8 north, Range 12 west,  
thence southerly along coastline of California to north bank of Carmel River, the point of beginning.

The following map descriptions shall be called Area 3 and shall be a subsistence zone within Area 1:

Commencing with the southwest corner of Township 7 south, Range 3 east, Mount Diablo Base and Meridian,  
thence northerly along the easterly line of Range 2 east to the intersection of the northerly boundary of the Santa Clara County line,  
thence easterly along said county line to the easterly line of Range 4 east,  
thence southerly along said easterly Range line to the southeasterly corner of Township 7 south, Range 4 east,  
thence westerly along southerly boundary of said Township 7 south to the point of beginning.

#### Map Description - Area No. 2 Subsistence Zone

From the Pacific Ocean at the southwest corner of Township 2 north, Range 3 west, Humboldt Base and Meridian,  
thence easterly to northwest corner of Township 1 north, Range 1 west,  
thence southerly to southwest corner of Township 1 north, Range 1 west,  
thence easterly along Humboldt Baseline, to northwest corner of Township 1 south, Range 1 east,  
thence southerly along Humboldt Meridian to intersection of county road north of Honeydew,  
thence northeasterly along center line of county road to Dyerville,

thence on a straight northeasterly line to Bridgeville,  
thence northeasterly on Highway 36 to intersection of eastern  
boundary of Township 1 north, Range 3 east,  
thence northerly on eastern boundary of Range 3 east, to northwest  
corner of Township 9 north, Range 4 east,  
thence westerly along center line of county road through Martin's  
Ferry to Orick,  
thence south along coastline to the point of beginning.

- f. Travel expenses in subsistence areas as outlined above will be paid, at the rate of \$15.00 at the beginning and at the completion of each job, or termination of the employee, except for jobs performed in one (1) day or less and the employee is paid or furnished transportation.

Effective January 1, 2008, travel expenses in subsistence areas as outlined above will be paid, at the rate of \$25.00 at the beginning and at the completion of each job, or termination of the employee, except for jobs performed in one (1) day or less and the employee is paid or furnished transportation.

## **SECTION 2 SHOW-UP TIME**

- A. When workers are ordered and dispatched for work and report for work on the same day, they shall be paid hours worked plus two (2) hours reporting, but not to exceed eight (8) hours on a regular eight (8) hour shift.
- B. Except on the first day of employment when workers report to work and no work is provided, they shall receive four (4) hours pay and travel or subsistence, whichever may apply. If a Millwright employee is required to report to work and no work is provided as a result of inclement weather, the employee shall be paid subsistence or travel for the day as spelled out in Section 1 (Travel and Subsistence), whichever may apply.
- C. The regular lunch period for Millwrights shall start no less than three and one-half (3 1/2) nor more than five (5) hours after the start of any regular shift. Any Millwright who works more than a five (5) hour period without a meal period shall be paid for all work in excess of said five (5) hour period (at the prevailing overtime rate) until a meal is provided (such pay shall be reckoned by the hour and the half hour). The established lunch period will constitute the reckoning of the day or half day. If the job circumstances require Millwrights to work more than ten (10) hours on a shift, they shall have a second meal period of one-half (1/2) hour and an additional meal period every four (4) hours thereafter. Such meal period shall be paid for at the prevailing overtime rate by the employer.
- D. Notwithstanding the multiple shift three (3) day requirement, a single or multiple approved shift may be established where the premises cannot be vacated in whole or in part until the close of business. Workers then reporting for work shall be paid on the basis of eight (8) hours pay for seven and one-half (7 1/2) hours work. Any work prior to the approved shift and any work after the approved shift period shall be at time and one-half not to exceed four (4) hours. Overtime work in excess of four (4) hours shall be double time.

**SECTION 3  
FOREMAN**

- A. When two (2) or more Millwrights are employed on a job, one (1) shall be foreman and be paid foreman's pay.
- B. In all 46 Counties a Millwright Foreman may not supervise more than one (1) jobsite. No one (1) Millwright Foreman shall supervise more than ten (10) Millwrights. Foremen shall receive two dollars (\$2.00) per hour over Millwright's scale. Effective January 1, 2008, Foremen shall receive two dollars and fifty cents (\$2.50) over Millwright's scale. Either a Millwright Foreman or General Foreman, having supervision over other crafts, shall receive not less than the regular hourly rate of the highest paid classification over which he has supervision, providing that the employee receiving the highest rate of pay (other than a Millwright) shall be on the individual employer's payroll. In the above case the Millwright shall not receive less than the Millwright Foreman or General Foreman's scale.
- C. When there are three (3) or more Millwright Foremen employed by the individual employer on the jobsite, there shall be designated one (1) General Foreman and he shall receive the General Foreman rate, one dollar and fifty cents (\$1.50) per hour over Millwright Foreman's scale.

**SECTION 4  
FRINGE BENEFIT RATES**

- A. Millwrights Fringe Benefits Hourly Rates (Entire 46 Counties Area ):

<i>Effective dates:</i>	7-01-07
Health & Welfare	8.55
Pension	4.55
Appr. Training	.43
Millwrights Vacation	1.65
Work Fee	1.48
Industry Promotion	.15
Work Preservation	.05
UBC Health & Safety	.04
Millwrights Annuity Fund	3.25

- B. Future Wage and/or Fringe Benefit Considerations:

Wage and fringe benefit increases will be paid pursuant to Section 39 F of the 46 Counties Carpenters Master Agreement.

**SECTION 5  
MILLWRIGHT ANNUITY PLAN**

- A. Effective July 1, 2007, each individual employer covered by this Agreement will contribute the sum of three dollars and twenty-five cents (\$3.25) per hour for each hour paid for or worked by Millwrights employed by such individual employer under this Agreement to the Annuity Plan as established pursuant to this Agreement.
- B. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated July 1, 1980, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.
- C. The individual employer further agrees that he or it does irrevocably designate and appoint the employer members of said Trust Fund as his or its attorneys in fact for the selection, removal and substitution of the Trustees or Board members as provided in said Trust Agreement as may be provided by or pursuant to said Trust Agreement or Annuity Plan.
- D. There shall be no duplicating contribution with respect to any employee or the work of any employee.

**SECTION 6  
MILLWRIGHT VACATION AND WORK FEE**

Effective July 1, 2007, each individual employer covered by this Agreement will contribute the sum of one dollar and sixty-five cents (\$1.65) per hour for each hour paid for or worked by Millwrights employed by such individual employer under this Agreement to the Millwrights Vacation Plan as established pursuant to this Agreement.

Effective for all work performed on or after August 1, 1983, there shall be a nineteen cents (\$.19) Work Fee established for each hour worked or paid for under Appendix B of this Agreement to be paid to Millwrights Local Union #102. This Work Fee shall be established on the same basis and shall be paid in addition to that currently being paid under Section 43-A (Work Fee) of this Agreement.

**SECTION 7  
MILLWRIGHT EMPLOYERS  
CONSTRUCTION ADVANCEMENT PROGRAM**

The Millwright Employers Association, being a party to the collective bargaining agreement with the Carpenters 46 Northern California Counties Conference Board, United Brotherhood of Carpenters and Joiners of America, and a signatory Association devoted exclusively to contractors who employ large numbers of Millwrights, will participate in the Construction Industry Advancement Program as contained in the Carpenters Agreement, Carpenters 46 Northern California Counties Conference Board. Accordingly, the Carpenter Trust Fund office will be advised to assign a Trust Fund Association code number to the Millwright Employers Association and a fifteen cent (\$.15) per hour contribution for each hour worked or

paid for will be credited to the Millwright Employers Association for all of their members performing work under the collective bargaining agreement as well as all independent, unassigned and/or National Millwright contractor hours.

Effective July 1, 1996, Employers working under this Appendix shall contribute the sum of five cents (\$.05) per hour for each hour worked or paid for to the Carpenters Work Preservation Committee Trust.

## **SECTION 8 TOOLS**

- A. The individual employer shall provide on each jobsite a reasonably secure place where Millwrights may keep their tools and special protective clothing. Where five (5) or more Millwrights are employed on a single job or project, the individual employer shall provide a separate and secure place, under lock and key, for the exclusive use of the Millwrights. The individual employer shall also provide seven hundred and fifty dollars (\$750.00) indemnification to protect Millwrights against loss or damage to entire kit of tools or special protective clothing while in the individual employer's care, resulting from loss or damage due to a fire or theft. Effective January 1, 2008, this indemnification amount will increase to eight hundred and fifty dollars (\$850.00).
- B. In the event a Millwright has more than one kit or tools on the job, indemnification shall be the replacement value of this inventory, but in no event to exceed one thousand-five hundred dollars (\$1,500.00). Effective January 1, 2008, this indemnification amount will increase to one thousand seven hundred dollars (\$1,700.00). Millwrights shall not furnish the following tools: Open or box end wrenches or sockets over one and one-fourth inch (1 1/4"), master levels, drill bits, taps and reamers, micrometers over one inch (1"), or no more than two (2) dial indicators.
- C. A cap of ten (10) working days will be placed on the time the employer has to reimburse the employee for loss of tools. The employee is required to provide the employer with an inventory of all of his tools used on the job at the start of the job.
- D. On all jobsites where inclement weather, heat, dust, cold or other adverse conditions prevail, and/or another craft has a change area, a safe and secure change area shall be provided for the sole use of the Millwrights on the jobsite or job yard.
- E. Welding hoods, gloves and sleeves shall be considered tools and, therefore, shall be replaced, in kind, if damaged or stolen on the jobsite.
- F. The individual employer, at his own option, may also replace individual tools lost or damaged on the jobsite. The individual employer shall replace any tool owned by an employee modified at the individual employer's request, but such modified tools shall then become the property of the employer.
- G. The individual employer shall furnish all necessary safety protection

equipment. When normal protective equipment cannot be used, there shall be a meeting of the union and the individual employer to work out a mutually agreeable safety practice.

- H. The individual employer shall furnish waterless hand cleaner and rags for personal cleanup.

## **SECTION 9 PICKUP TIME**

- A. Each Millwright shall be entitled to pickup time for personal tools at the end of each day, which shall not be less than five (5) or more than fifteen (15) minutes, exact time to depend on accessibility to actual place of work, and to be established by mutual agreement at a jobsite conference between a representative of the individual employer and a representative of the union.
- B. Millwrights receiving notice of discharge or layoff shall be allowed a reasonable time not less than thirty (30) minutes before the end of the shift in addition to pickup time prevailing on the job to assemble their tools.

## **SECTION 10 WELDERS**

- A. A qualified Millwright welder is one who has passed a qualification test (such as ASME test, or one equivalent thereto) given by a recognized testing laboratory within the prior twenty-four (24) months. When a Millwright welder, certified within the past twenty-four (24) months by a recognized testing laboratory, is required to pass another test, the individual employer shall pay for time required for such test and testing lab fee.
- B. When as a condition of employment, an employer requires a certified welder to re-certify at the jobsite, the employer shall provide the employee with a copy of his certification papers upon layoff or completion of job. It is understood this section shall not apply to employees who quit or are discharged for cause.

## **SECTION 11 OVERTIME**

- A. On all construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on designated off days and/or Saturdays.

All other time shall be paid at double the straight time rate.

If work is to be performed on a specific construction jobsite on Saturday, Sunday, designated off days or holidays, Millwrights employed the preceding five (5) regular work days shall be given the opportunity to work such overtime.

- B. Special Single Shift: A single approved shift may be established where the premises cannot be vacated in whole or in part until the close of business. Workers then reporting for work shall be paid on the basis of eight (8) hours pay for seven and one-half (7 ½) hours work. Any work prior to the approved shift and any work after the approved shift period shall be at time and one-half, not to exceed four (4) hours. Overtime work in excess of four (4) hours shall be double time.

## **SECTION 12 WORK COVERED**

- A. This Agreement shall cover and apply to all work of the individual employer falling within the recognized jurisdiction of the Millwright Union as spelled out in the UBC Jurisdictional Claims Handbook approved by the General Executive Board of the United Brotherhood of Carpenters and Joiners of America dated January 1, 1961, including, but not limited to all recognized tools and equipment of the trade on new construction, repair, modifications, or maintenance work, including, but not limited to, all moving of machinery and/or equipment installed by Millwrights, making of skids and crates, skidding and unskidding, crating and uncrating; and installation of lubrication and/or Hydraulic lines or piping (on machines set by Millwrights) that come to the jobsite prefabricated, and computer floors.
- B. The work of the Millwright as spelled out in the Jurisdictional Claims Handbook referred to in Section A, above, is as follows:

The term "MILLWRIGHT AND MACHINE ERECTORS" shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance, and adjusting of all machinery and equipment installed either in buildings, factories, structures, processing areas either under cover, underground or elsewhere, required to process material, handle, manufacture or servicing, be it powered or receiving power manually by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air, or chemically, and in industries such as and including (identified for the purpose of description but not limited to) the following: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal, water plants, laundry, bakery, mixing plant, can, bottle and bag packing plant, textile mills, paint mills, breweries, milk processing plants, power plants, aluminum processing or manufacturing plants, amusement and entertainment field. Installation of mechanical equipment in atomic energy plants; installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape



doors and any and all component parts thereto, either assembled, semi-assembled or disassembled.

The installation of, but not limited to, the following: setting of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports, escalators, man lifts, moving sidewalks, hoists, dumbwaiters, all types of feeding machinery, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in the manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives, directly or indirectly coupled to motors, belts, chains, screws, legs, guards, boots, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes, cables.

The laying out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of types, fabrication of all lines, hoses or tubing used in lubricating machinery, installed by Millwrights, grinding, cleaning, servicing and machine work necessary for any part of any equipment installed by Millwrights, and the breaking in and trial run of any equipment or machinery installed by the Millwrights.

Dock levelers, dock bumpers, manual or power actuated roll up doors, security doors, door seals, and airport x-ray and bomb detection equipment. Air inlet filter houses, air inlet filters, air inlet ducts and power actuated dampers, flex line, fuel piping and flex connections, all power generation power island equipment, including, but not limited to, turbines, generators, gear reducers, diffusers and expansion joints. Thermal blankets and gear boxes. All water treatment/sewage treatment plant equipment, including, but not limited to, all types of pumps, compressors, chain of flygt conveyance systems, aeration basin equipment, primary/secondary clarifier mechanisms, sludge thickeners, mechanical/stationary bar screens and trash racks, and stop logs.

- C. It is understood that no dispute, complaint or grievance shall be filed under Section 51 (Grievance Procedure) of the Master Labor Agreement alleging violation of this Section 12, as a result of assignment of work as set forth in this section to other crafts working under collective bargaining agreements; but rather such dispute, complaint, or grievance shall be handled under Section 16 (Jurisdictional Disputes) of the Master Labor Agreement.
- D. The individual employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.
- E. When requested in writing by the Millwright Union, individual employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties,

but in no case more than thirty (30) days, on the letterhead of the individual employer, stating he is employing or had employed Millwrights on a specific type of work and specific job and paid the negotiated scale of wages and fringe benefits for such work.

### **SECTION 13 PRE-JOB CONFERENCE**

- A. Whenever an individual employer or his representative holds a pre-job conference pursuant to Section 20 (Pre Job conferences) of the Master Labor Agreement, separate individual notice shall be given to the Millwright Local having jurisdiction over the project in the same format used to notify the other crafts attending.
- B. A markup meeting for the purpose of discussing jurisdiction shall be mandatory upon written request of the Local Union on all jobs whose total cost is one million dollars (\$1,000,000.00) or more. Markup meetings on jobs of less than one million dollars (\$1,000,000.00) shall be optional upon mutual consent of the individual employer and the unions involved. This is not necessarily an exclusive Millwright Markup. At a Markup meeting where plans or mock-ups are to be used, the Union will be given reasonable time to review such plans or mock-ups prior to the start of the meeting.

### **SECTION 14 SAFETY**

- A. As a safety factor, no Millwright shall be required to work alone while making repairs or adjustments on machinery and/or equipment that is in operation or capable of being operated. Since this is a safety factor, the second individual is not necessarily a Millwright, but must be a responsible individual capable of starting, stopping and operating said machinery. If the second individual is not a Millwright, he/she shall not be allowed to perform Millwright tasks. No Millwright employee shall be discharged for refusing to work under unsafe conditions.

### **SECTION 15 SUBCONTRACTING**

- A. The individual employer shall not subcontract Millwright work as set forth in Section 12 (Work covered), to any subcontractor without notifying the union, in writing, of the subcontractor's name, address, phone number and license number within five (5) days after selecting the subcontractor or five (5) days before starting the job, whichever is longer, except in emergencies. Such subcontracting shall be done in accordance with Section 50 (Work Preservation, Contracting and Subcontracting) of the Master Agreement.

**SECTION 16  
OUTSIDE CONTRACTING**

Any outside firm undertaking any Millwright work within the territory where this Agreement applies shall be allowed to bring in one (1) non-resident Foreman or General Foreman, subject to the Hiring Provisions of Section 49 (Hiring) of the Master Labor Agreement. Such non-resident shall register for Health and Welfare, Vacation Plan, Annuity, and Retirement Plan at the office of the Local Union, and shall be furnished a copy of the current Agreement for his/her future guidance prior to starting any job. The Local Union office shall inform such workers of the proper compensation due him/her under this Agreement and may later require specific proof of conformance. The second Foreman shall be a local Millwright. All Foremen or General Foremen shall receive the wages and conditions of this Agreement.

MILLWRIGHT EMPLOYERS ASSOCIATION

By \_\_\_\_\_ Date \_\_\_\_\_  
Michael Vlaming, Executive Manager

MILLWRIGHTS LOCAL UNION #102

By \_\_\_\_\_ Date \_\_\_\_\_  
Bill Napier, Senior Field Representative

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES  
CONFERENCE BOARD

By \_\_\_\_\_ Date \_\_\_\_\_  
Robert Alvarado, Chairman

By \_\_\_\_\_ Date \_\_\_\_\_  
William Feyling, Executive Director

## APPENDIX C

### RESIDENTIAL ADDENDUM

The terms and conditions of this Addendum shall apply on the work description contained herein, provided the job(s) are registered as per Section C-5 (Job registration) of this Addendum and all the terms and conditions of the Carpenters Master Agreement shall remain in full force and effect unless specifically amended by this Addendum.

- C-1. Residential Wood Frame Structures are defined as single family residences, condominiums, town houses, cluster homes and multiple unit, multi-story wood frame residential structures as permitted by the applicable building code.

Due to the constantly changing aspects of the residential construction industry, the parties to this Addendum reaffirm the conditions of Section 2 (Term of Agreement), paragraph 4, and Section 2-A (Carpenters Work Preservation Committee) of the Master Agreement shall particularly apply to all phases of this Residential Addendum.

- C-2. Work Description:

Residential work processes include, but are not limited to, fabrication and installation of concrete forms and foundations; floor framing members; subfloors; wall, ceiling and roof framing; exterior siding, roof and exterior wall shingles, shakes or asphalt shingles; lathing; normal and traditional drywall; steel scaffolding; windows and sliding glass patio doors; stairs; underlayment and base; installation and finishing of hardwood floors including pre-finished hardwood floors regardless of the method of installation; acoustical ceiling; installation of all interior trim including cabinets, counter tops, pre-finished marble counter tops and vanities; customer service or warranty work; and other work incidental to the performance of the work covered and work performed by using the tools recognized as and regarded as tools of the trade.

- C-3. The terms and conditions of Section 39 (Wage Rates) of the Master Agreement are amended as follows:

Seven (7) Counties Area consisting of the following counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano.

*Journeyman wage rates effective:* 7/1/07

Carpenters .....	\$32.65
Hardwood Floorlayers .....	\$32.80
Shinglers .....	\$32.80
Power Saw Operators.....	\$32.80
Steel Scaffold & Steel Shoring Erectors.....	\$32.80
Saw Filers.....	\$32.80

Three (3) Counties Area consisting of the following counties: Napa, San Benito and Sonoma.

<i>Journeyman wage rates effective:</i>	<i>7/1/07</i>
Carpenters .....	\$27.37
Hardwood Floorlayers .....	\$27.52
Shinglers .....	\$27.52
Power Saw Operators.....	\$27.52
Steel Scaffold & Steel Shoring Erectors.....	\$27.52
Saw Filers.....	\$27.52

Apprentice Wage Percentage Schedule: The wage rates for apprentices shall be the following percentages of the applicable Journeyman classification in the appropriate geographical area.

First Period: 0 to 6 months. . . . .	60%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Carpenter Employers Contract Administration
Second Period: 7 to 12 months. . . . .	65%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Carpenter Employers Contract Administration
Third Period: 13 to 18 months. . . . .	70%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fourth Period: 19 to 24 months. . . . .	75%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration

Fifth Period: 25 to 30 months. . . . 80% Full Fringes

Sixth Period: 31 to 36 months. . . . 85% Full Fringes

Seventh Period: 37 to 42 months. . . 90% Full Fringes

Eighth Period: 43 to 48 months. . . 95% Full Fringes

#### Pre-Apprentices:

In order to encourage persons who have not traditionally entered the carpentry trade to enter and complete the necessary apprenticeship program and to increase the potential for successful completion of all those who become indentured apprentices, the parties hereto agree to create a pre-apprenticeship program, the purpose of which will be to introduce the Trade to such persons.

Such pre-apprenticeship program may be utilized by Employers under the following conditions:

On private residential projects covered and registered as per Appendix C, a pre-apprentice period is established as follows:

Period of time - 180 calendar days. Wage rates 35% of the applicable journeyman rate plus fringe benefit contributions as follows:

Training, Work Fee, Industry Promotion, UBC Health & Safety, Work Preservation and Carpenter Employers Contract Administration.

An individual employer may employ one (1) pre-apprentice for each apprentice in his employ that has entered the third or higher period of apprenticeship. Pre-apprentices shall not be considered in computing the journeyman-apprentice ratio.

The use of pre-apprentices is to be considered a privilege by an individual employer and violation of the pre-apprentice ratio shall cause the privilege to be denied, subject to Section 51 (Grievance Procedure).

The Employer and the Union shall establish rules governing the use of and criteria for advancement of pre-apprentices into the Apprenticeship program.

Except as specifically amended in this Section C-3 of this Addendum, the terms and conditions of Section 39 (Wage Rates) of the Master Agreement remain unchanged.

C-4. The work week will be governed by the terms of Section 24 (Work Week) of the Agreement.

#### C-5. Job Registration

A. Individual Employers shall register all jobs to be performed under the terms and conditions of this Addendum. An individual employer who opts to subcontract covered work shall register any such subcontractor. An individual employer acting as a subcontractor shall register all jobs to be performed under the terms of this Addendum.

B. Each individual employer shall notify the Union in writing, on a Job Registration Form to be provided by the Union of the location of each job on which he or it will be performing work covered by the Agreement. Such notice shall be given prior to

the commencement of work and shall contain all the information required by the Union. On jobs where the time factor does not permit all registration of jobs prior to their commencement, the contractor shall notify the appropriate Local Union or the NCCRC office by telephone, giving all pertinent information regarding the specific job. Such notification must be confirmed in writing on the regular Job Registration Form provided by the Union within forty-eight (48) hours thereafter.

- C. In the event a contractor takes over the performance of a contract covered by the terms of this Agreement for another contractor, the successor contractor shall notify the Union by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject the successor contractor to any liability for any delinquent fringe benefits of the predecessor contractor through Section 51 (Grievance Procedure) in addition to any other claims which may arise because of such failure.
- D. The information to be contained on the registration form shall include, but not be limited to, the following:
  - 1. Individual employer's name, address, telephone number, Contractor's License number, Carpenters Trust Fund account number, and Workers Compensation carrier and policy number.
  - 2. Name and address of project; jobsite phone (if any); name of contractor's job supervisor; proper term for Federal, HUD, or State project I.D. number; estimated starting and completion dates.
  - 3. Job description, i.e., single family tract, remodel, apartment, etc., number of units, square footage, estimated number of hours of covered work to be performed.
  - 4. Name and account number of payroll bank account.
  - 5. List of all subcontractors performing work covered by this Addendum of the Agreement, including address, Carpenter Trust Fund account number, if known, estimated hours, if available, and description of work to be performed.
- E. Nothing in this Addendum shall in any way abridge, amend or detract from Section 50 of the Master Agreement, entitled "Work Preservation, Contracting and Subcontracting," provided, however, compliance with the registration of subcontractors as required herein shall satisfy the written notice requirement of Section 50 paragraph 5.
- C-6. In the event that the Union negotiates more favorable terms and conditions for work covered by this Addendum in the Ten County Area, such more favorable terms and conditions shall be available to any employer signatory to this Addendum provided, however, any signatory desiring to take advantage of the different terms and conditions must adopt all the terms and conditions applicable to such other agreement. This provision shall not apply to any project agreements negotiated by the Union. The terms of Section 2-A (Carpenters Work Preservation Committee) of the Agreement shall also apply to this Addendum.

**APPENDIX D**  
**INSULATORS ADDENDUM**

The following special conditions shall apply between the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD and the individually signatory INSULATION CONTRACTORS and are in addition to and shall prevail over conflicting provisions of the foregoing Master Agreement.

1. For work on occupied residences only, no overtime will be required for work on Saturdays, except to the extent an employee works in excess of forty (40) hours in a week and provided the Union is notified in advance of this change in the work week.
2. The Union will recommend to the involved Local Unions and the NCCRC that no "foreign dues" will be charged to workers who work within different union jurisdictions, provided the individual employee obtains a dispatch by telephone before going to the job.
3. On blower crews only, to accommodate the weather conditions, and subject to advance notice to the Union, an individual employer may commence the work day as early as 6:00 A.M.
4. Travel pay from the individual employer's warehouse or shop to the furthest jobsite and return to the employer's headquarters shall be paid one way only, at the employee's regular hourly rate, provided that if a company vehicle breaks down on the return trip to the shop after completing a job, time and one-half shall be paid for all time in excess of thirty (30) minutes caused by the breakdown, and provided further that overtime will be paid only in excess of eight (8) straight time hours worked in any one (1) day.
5. The job classification, "Hopper or Blower Operator" is established at a wage rate of 50% of the applicable Journeyman rate and all fringe benefit contributions. Pre-Apprentices and Apprentices may be assigned to the Hopper-Blower operation as a part of their training for a period not to exceed sixty (60) calendar days. An Apprentice or Pre-Apprentice so assigned shall receive their normal wage rate and fringe benefits for the sixty (60) calendar day period and shall receive no less than the Hopper Blower Operator wage and fringe benefit rates after the expiration of the sixty (60) day period.
6. When a Local Union is not able to supply a sufficient number of Journeymen, the ratio of Apprentices to Journeymen may be increased but not to exceed one (1) Apprentice to each Journeyman.
7. To facilitate overtime work permits, the individual employer may make arrangements by telephone rather than by personal visits.
8. An Insulator Apprentice Program will be established to provide competent Journeymen. The period of apprenticeship shall be thirty-six (36) months. The periods, wage percentage of Journeyman rate, fringe benefit contributions shall be as follows:



<i>Wage Percentage</i>	<i>Fringes</i>
First Period - 0 to 6 months. . . . . 60%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Carpenter Employers Contract Administration
Second Period - 7 to 12 months. . . . . 65%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Carpenter Employers Contract Administration
Third Period - 13 to 18 months. . . . . 70%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fourth Period - 19 to 24 months. . . . . 75%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fifth Period - 25 to 30 months. . . . . 80%	Full Fringes
Sixth Period - 31 to 36 months. . . . . 90%	Full Fringes

Pre-Apprentices shall be covered by the terms set forth in Appendix C of the Master Agreement but shall not be limited to residential projects only. The individual employers shall be entitled to one (1) pre-apprentice and not be in violation of the pre-apprentice: apprentice ratio set forth in Appendix C.

9. When the Adjustment Board Arbitration Panel is scheduled to hear a grievance involving an insulation contractor who is party to this Agreement, the employer panel members will be represented by the individually signatory members.

**APPENDIX E**  
**Associated Cabinet Manufacturers**  
**and**  
**Carpenters 46 Northern California Counties**  
**Conference Board on behalf of its**  
**affiliated Local Unions**  
**Master Agreement**  
**July 1, 2008 through June 30, 2012**

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**Preamble**

In addition to the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following special working rules and wages shall apply to Mill-Cabinet and related work:

THIS AGREEMENT is made and entered into this 1st day of July, 2008 by and between the ASSOCIATED CABINET MANUFACTURERS (ACM), representing and on behalf of those member firms in the counties of Alameda, Contra Costa, Marin, San Benito, Santa Clara, San Francisco, San Mateo, Monterey and Santa Cruz, whose employees are legally represented by one of the signatory Unions, (firms bound by the Agreement at the date of the signing are listed on the applicable addendum, and firms subsequently joining the Association whose employees are legally represented by the Union shall come under this Agreement upon notice to the Carpenters 46 Northern California Counties Conference Board from the Association that such firm has become a party to this Agreement), each of said firms being hereinafter referred to as the Employer and Locals 262 and 2236, affiliated with the Carpenters 46 Northern California Counties Conference Board, for and on behalf of the Northern California Carpen-

ters Regional Council and their affiliated Local Unions being hereinafter referred to as the Union. The geographical application of this Agreement shall be extended to other counties in Northern California in accordance with the provisions of Section 3 (Area covered) of the Carpenter Master Agreement or otherwise by agreement of the parties hereto.

This Mill-Cabinet Agreement amends, modifies, supplements, changes, extends and renews the Agreement dated May 1, 1987, June 15, 1990, August 1, 1992, June 16, 1996, May 25, 1999, July 1, 2004 and is effective July 1, 2008. The terms and conditions of this Agreement shall apply to all individual employers signatory to the Millmen's Nine Bay Area Northern California Counties Memorandum Agreement.

## **Section 1**

### **Union Security**

- (a) Every employee covered by this Agreement who is a member of the Union and in the employ of the Employer shall, as a condition of employment or continued employment, remain a member in good standing of the appropriate Local Union. Every other employee covered by this Agreement shall be required, as a condition of employment or continued employment, to apply for and become a member of, and to maintain membership in good standing in the appropriate Local Union on or after the expiration of thirty-one (31) continuous or cumulative days of employment. In the event that Federal Law setting forth the time limitations for requiring membership are changed so as to allow a shorter limitation for requiring membership or changed so as to allow a shorter period before membership must be obtained, the parties hereto agree that shorter periods as may be allowed, by law, shall be applicable hereto.

For purposes of this Section "good standing" shall be defined to mean employees who tender the periodic dues, initiation and reinstatement fees uniformly required as a condition of acquiring or retaining membership. The Union agrees to accept Non-member employees into membership on the same terms and conditions generally applicable to other member employees.

Upon written notice from the Union or failure on the part of any individual to complete membership in the Union or to maintain membership in the Union as required by this Section, the Employer shall immediately discharge said employee.

- (b) The Employer shall notify the appropriate Local Union of job vacancies before hiring new, additional or replacement employees before the vacancy is filled.

If the notice is other than in writing, the Employer shall confirm such notice that same date using form OFE-1 (Order for Employees) set out as Exhibit "1" attached to and made part of this Agreement.

The Local Union shall be permitted an opportunity to refer applicants to fill such vacancies within forty-eight (48) hours of such notice, excluding Saturdays, Sundays, and holidays. The Employer may fill a vacancy from any source if the Local Union is not able to supply qualified applicants for employment within such period. The Employer may temporarily fill the vacancy from any source. Where the Employer

hires an employee covered by this Agreement from any source, he shall immediately report the name, address, classification, rate of pay, Social Security number and date of hire in writing to the appropriate Local Union using Form NOH-1 (Notice of Hire) set out as Exhibit "2" attached to and made part of this Agreement with a copy to the Shop Steward, if any.

- (c) The Employer, party to this Agreement, agrees that no more than one (1) member of the firm shall work with the tools of the trade unless he is a union member. "Member of the firm" shall mean one (1) owner or a corporate manager with full authority to act on behalf of the firm, who has been designated by prior notice to the Union.

## **Section 2**

### **Work Day / Work Week**

- (a) The Union agrees that signatory employers may utilize a 4 X 10 work-week in accordance with Section 24 (Work week) of the Carpenters Master Agreement (notice to be provided to Local 262 or 2236 as appropriate).
- (b) Eight (8) hours shall constitute a regular work day. The regular work day shall start between 6:00 a.m. and 8:00 a.m.; provided, however, that the work day may start as early as 4:00 a.m. with the consent of the employees in that shop and with notice in writing to the Union. Five (5) Days shall constitute a regular work week from Monday through Friday, inclusive. The starting time of the regular work day may be changed by the Employer upon written notice to the Union at least seven (7) days in advance of the change in starting time.
- (c) A pay period shall be any seven (7) consecutive days. Employees shall be paid on a regularly designated payday each week for all work performed during the previous pay period. Checks shall be distributed before the regular quitting time on the regular payday.
- (d) Should an Employer compensate an employee with a check for which payment is refused by the Employer's bank because of insufficient funds or should an Employer fail to pay his employees on the regular established payday for work performed, the Employer shall be obligated to pay a penalty equal to eight (8) hours straight-time pay for each work day thereafter up to a total of forty (40) hours penalty pay in addition to the Employer's obligation to pay for hours worked.

Such penalty shall not apply when there is a bank error or omission or when the failure to make timely payment is totally beyond the control of the Employer. The penalty payments shall commence on the first work day following notice to the employer of the bank's refusal to honor the check.

## **Section 3**

### **Overtime**

- (a) The first two (2) hours prior to the start of the regular work day or the first four (4) hours after the end of the regular work day, not to exceed a total of four (4) hours in any one (1) work day shall be paid at time

and one-half. All work in excess of twelve (12) hours in a regular work day shall be paid at double time.

1. Time and one-half shall be paid for the first eight (8) hours worked on Saturdays.
  2. All work in excess of eight (8) hours on Saturdays and all work on Sundays and holidays shall be double time.
- (b) All travel time shall be paid in accordance with Section 18 (Work performed away from plant) (d) & (e).
- (c) Overtime shall be first offered to the employee whose job requires the overtime work to be performed. If he is unable to work, it shall then be offered to qualified employees in the seniority pool.

#### **Section 4**

#### **Holidays**

The following are nationally recognized holidays covered by this Agreement:

2008: Friday, July 4th (Fourth of July); Monday, September 1st (Labor Day); Thursday, November 27th (Thanksgiving Day); Friday, November 28th (Day after Thanksgiving); Wednesday, December 24th (Christmas Eve); Thursday, December 25th (Christmas Day); Wednesday, December 31st (New Year's Eve).

2009: Thursday, January 1st (New Year's Day); Monday, January 19th (Martin Luther King's Birthday); Monday, February 16th (President's Day); Monday, May 25th (Memorial Day). Friday, July 3rd (Fourth of July); Monday, September 7th (Labor Day); Thursday, November 26th (Thanksgiving Day); Friday, November 27th (Day after Thanksgiving); Thursday, December 24th (Christmas Eve); Friday, December 25th (Christmas Day); Thursday, December 31st (New Year's Eve).

2010: Friday, January 1st (New Year's Day); Monday, January 18th (Martin Luther King's Birthday); Monday, February 15th (President's Day); Monday, May 31st (Memorial Day). Monday, July 5th (Fourth of July); Monday, September 6th (Labor Day); Thursday, November 25th (Thanksgiving Day); Friday, November 26th (Day after Thanksgiving); Thursday, December 23rd (Christmas Eve); Friday, December 24th (Christmas Day); Thursday, December 30th (New Year's Eve).

2011: Friday, December 31st (New Year's Day); Monday, January 17th (Martin Luther King's Birthday); Monday, February 21st (President's Day); Monday, May 30th (Memorial Day). Monday, July 4th (Fourth of July); Monday, September 5th (Labor Day); Thursday, November 24th (Thanksgiving Day); Friday, November 25th (Day after Thanksgiving); Friday, December 23rd (Christmas Eve); Monday, December 26th (Christmas Day); Friday, December 30th (New Year's Eve).

2012: Monday, January 2nd (New Year's Day); Monday, January 16th (Martin Luther King's Birthday); Monday, February 20th (President's Day); Monday, May 28th (Memorial Day); December 23rd (Christmas Eve).

Should a holiday provided for in this Section fall on Sunday, the day observed by the State of California or Nation shall be considered the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

Employees who are required to work on any of the above holidays shall be paid double time rate of pay.

## **Section 5**

### **Vacation**

Each individual employer covered by this Agreement shall contribute to the Carpenters Vacation and Holiday Trust Fund for Northern California the amount listed in Wage Schedule "A" for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purposes of providing Vacation and Holiday benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated May 1, 1972, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

For purposes of interpreting and applying this section, such Trust Fund Contribution shall be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

1. To be eligible for the following vacation time off the job, an employee must have twelve (12) successive months of continuous employment as defined in Section 13 (Leave of Absence) of this Agreement following an anniversary date of the employee's date of hire.

FIRST YEAR through FOURTH YEAR—10 days vacation

\*FIFTH YEAR or MORE—15 days vacation

\* The Employer may require one (1) week of any three (3) weeks vacation to be taken at any time between October 1 and April 1 and separate from the other two (2) weeks.

2. All vacation pay shall be allocable to the period worked and not to the period when paid.
3. If a holiday occurs during that calendar week in which the vacations are taken by any of the employees, one additional vacation day may be taken because of such holiday.
4. Vacations shall be taken at a time mutually agreeable to the Employer and the employee. Promptly after January 1 of each year, each employee who has reason to believe that he will be entitled to a vacation, shall notify the Employer in writing, specifying the vacation time he desires. Prior to April 1 the Employer shall post a vacation schedule

on the bulletin board. As possible, vacations shall be granted at the time specified by the employee. In cases of conflict, employees shall be given preference of choice according to seniority.

## **Section 6**

### **Apprenticeship**

- (a) An apprentice shall not be less than seventeen (17) years of age when starting his apprenticeship. An apprentice shall undergo a course of training under the direction of the Local Joint Apprenticeship Committee. The period of shop training shall be four (4) years unless the apprentice is given credit for previous work experience by the Committee.
- (b) The employment of apprentices shall not exceed one (1) apprentice to every two (2) journeymen except where only one (1) journeyman is employed one (1) apprentice may also be employed. Truck Drivers and Production Workers, regardless of wage scale, shall not be included in this computation.
- (c) It shall be a contractual obligation to employ apprentices who have attained seniority and who were laid off due to lack of work before employing new apprentices.
- (d) It is agreed between the parties hereto that apprenticeship training shall conform to the Apprenticeship Standards prepared by the Local Joint Apprenticeship Committee and approved by the Administrator of Apprenticeship. Apprentices shall be indentured in accordance with the Shelley-Maloney Act. The apprentice rates provided for in the wage schedule shall apply only to Indentured Apprentices. (Note: See Section 19 (Mill-Cabinet Industry Apprenticeship & Training/Employee Benefit Fund) for apprentice training contributions.)
- (e) Production workers with three (3) years of continuous employment with the individual employer shall be offered new apprentice positions in order of their hire dates prior to the employment of newly indentured apprentices by the individual employer; provided, however, that such apprentices may be returned to Production Worker status within six (6) months.

## **Section 7**

### **General Provisions**

- (a) No employee will be required to pass through a picket line sanctioned by the appropriate Local Central Labor Council and/or the appropriate Local Building Trades Council, and/or the United Brotherhood of Carpenters and Joiners of America.
- (b) The Employer shall maintain a bulletin board in a prominent and easily accessible location in the plant upon which board the Union shall have the privilege of posting necessary notices pertinent to the conduct of Union business.
- (c) There shall be a ten (10) minute break with pay once in the first (1<sup>st</sup>) part of any shift and a ten (10) minute break with pay in the second

(2<sup>nd</sup>) part of any shift. Where an Employer is signatory to another agreement that provides for a longer break period to other employees such longer break period shall apply to all persons covered by this Agreement who work on the premises.

- (d) In the event of a death in the immediate family (father, father-in-law, mother, mother-in-law, legal guardian or former legal guardian, wife, husband, domestic partner, brother, sister, son, daughter or grandparents), the employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral or memorial service. The compensable day or days must fall within the employee's regular scheduled work week, excluding weekends and holidays. Payment of compensation shall be made in accordance with Section 7, (f) below.
- (e) When an employee, covered by this Agreement, is called for jury duty in any municipal, county, state or federal court, he shall advise the Employer upon receipt of such call, and if absent from his/her work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such services, provided he/she exhibits to the Employer his/her properly endorsed check or voucher he/she received for such service and permits the Employer to copy same. The amount the employee shall be reimbursed shall be determined by subtracting the amount he/she received as a per diem for such service from the amount he/she would have earned at his/her regular straight-time hourly rate during the regular working hours he/she missed while performing such service, it being understood that such reimbursement is limited to a maximum of twenty (20) days annually.
- (f) Payment for funeral leave, memorial services leave, and/or jury duty shall be made by the employer to the employee after the submission of the claim and after the employer has been paid by the Jointly Administered Benefit Fund, provided such employer has been a contributor to the Fund and is not delinquent in contributions to any of the Trusts at the time the claim is made and at the time the claim was incurred. Payment under this paragraph shall be limited to the amount of the gross wages of the employee involved. Gross wages shall mean vacation/holiday pay, work fee, annuity and the hourly wage rate.
- (g) The provisions of Section 8 (Independent Agreement) of the Carpenters Master Agreement shall not apply to newly organized operations for the first twelve (12) months from the effective date of such Employer becomes signatory. The Union will notify Employer (ACM) in writing of any amendment to this Agreement given to a newly signatory Employer.
- (h) As part of the settlement of this Agreement, the Union agrees to enter into the letter of understanding waiving the San Francisco sick leave policy.

## **Section 8**

### **Maintenance**

Maintenance of machinery or equipment or the resetting or replacement of machinery or equipment already installed may be done at the convenience of the Employer. The rate of wage for such work shall be the regular rate of wage of journeymen millmen, except that the rate of wage for overtime shall be time and one-half regardless of the day or hour. This Section is



not applicable to grinding, changing knives, saw filing or setting up of machines for production. Maintenance work on Saturdays and Sundays shall be at time and one-half. Maintenance employees referred to in this Section are intended to include employees of the Employer engaged in the ordinary upkeep and repair of the Employer's machinery and equipment.

## **Section 9**

### **Shop Steward**

The Shop Steward shall make himself known to the Employer. There shall be no discrimination against the Shop Steward because of Union activities, provided that same are performed without undue loss of time or inconvenience to the Employer

## **Section 10**

### **Rights of Union Representatives**

Field Representatives of the Local Union shall have access to the Plant during working hours at their own risk.

## **Section 11**

### **Union Label**

It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America; and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of the "International Union."

## **Section 12**

### **Seniority**

- (a) Seniority shall apply to any employee who is in the continuous employ of the Employer for ninety (90) calendar days or more and, thereafter, for the period he/she remains in continuous employ. For purposes of this Agreement continuous employ is defined as employment uninterrupted by absence due to either:
1. Discharge for just cause or quit unless rehired within thirty (30) days or reinstated as a result of a decision of the grievance committee or arbitrator, or

2. Accident, sickness or layoff for lack of work for a continuous period of more than nine (9) months, unless such period is extended by mutual agreement.

The employee may be required to present satisfactory proof that his/her absence was due to accident or illness.

Time lost as a result of an industrial injury or industrial accident recognized by Worker's Compensation, suffered during the course of employment, shall be counted as part of continuous employment. However, acceptance of employment elsewhere during such period shall interrupt continuous employ unless the employee has requested less strenuous work which the Employer is unable to provide.

- (b) The parties agree and understand that for the store fixture, commercial cabinetry and architectural millwork, seniority shall apply only as follows:
  1. The Employer may layoff and recall employees from the seniority pool based on the Employers need.
  2. No new employee will be hired while any member of the seniority pool remains on layoff, except that new production workers may be hired when all such laid-off members of the seniority pool have been first offered the work in the production worker classification.
  3. Recall rights extend for nine (9) months from the date of layoff.
  4. No employee enters the seniority pool until ninety (90) continuous days from the date of hire.
  5. There shall be three (3) separate seniority pools: Journeymen, Apprentices and Production Workers. The individual employer may lay off and recall separately within each seniority pool so long as the contractual ratios (Apprentices to Journeymen and Production Workers to other shop employees) are complied with.
- (c) Employees laid-off shall keep the Employer advised of their current telephone number and mailing address. Notice to report shall be given by mailing same to such address by certified mail to the employee(s). All employees covered by this Agreement shall be subject to call and shall forfeit seniority and/or recall rights if they fail to inform the employer, within two (2) working days after being notified to return, as to whether they will return to work or if thereafter they fail to return to work without good cause within five (5) days after being called or notified by the Employer; provided, that if any employee is away from town when called for work, the time reasonably required by such employee to return to work shall be added to the said five (5) day period. The Employer may hire temporary employees until recalled employees return to work.
- (d) In the event that a layoff is necessary, Journeymen, Apprentices and Production Workers who have not attained seniority must be laid off first. If additional layoffs are necessary, employees will be selected for layoff based on the employer's assessment of skill, ability and experience; provided, however, that at the conclusion of the layoff, the employer may not exceed a ratio of one (1) Apprentice to two

(2) Journeymen and must make a good faith effort not to fall below a ratio of one (1) Apprentice to five (5) Journeymen; except that where only one (1) Journeyman is employed one (1) Apprentice may also be employed. At the conclusion of the layoff, the ratio of Production Workers to other shop employees may not exceed the ratio set forth below in the Production Workers section of this Agreement.

- (e) Whenever a vacancy occurs in a skilled job and there are at the time employees who have sufficient aptitude and experience to fill the job, such employees shall be entitled to fair trial to qualify for said job. In the event that such employee shall, in the opinion of the Employer, fail to qualify, he shall revert to his former job without prejudice.
- (f) During a leave of absence granted under Section 13 (Leave of Absence), seniority shall accrue for the first ninety (90) days in the same manner as though the employee was working. Where a leave of absence is more than ninety (90) days, seniority shall be frozen as of the ninetieth (90th) day unless otherwise extended by mutual agreement between the Local Union and the Employer.

### **Section 13**

#### **Leave of Absence**

- (a) The Employer may, upon written request, grant a leave of absence. Such written leave of absence shall not be considered a break in "continuous employ." A copy of such leave of absence shall be furnished to the Local Union.
- (b) A leave of absence without pay for pregnant employees shall be in accordance with applicable Federal and California Laws.

### **Section 14**

#### **Grievance Procedure and Discharge**

- (a) The parties agree to utilize the grievance procedure contained in Section 51 (Grievance Procedure) of the Carpenters Master Agreement. A representative selected by the ACM will serve as the Employer panel member for grievances arising under Appendix E. Written notification of the designated panel member will be sent to the Union. This grievance procedure shall apply prospectively.
- (b) The Employer shall not discriminate against any employee because of activities in, or on behalf of, any Local Union. Such Union activities shall not interfere with production.
- (c) An Employee may be discharged or suspended for just cause, such as failure or refusal to perform work as directed; intoxication which shall be defined as any impairment of an employee's ability to properly perform his/her job resulting from consumption of alcohol or drugs, or any such consumption during working hours, dishonesty, or chronic absenteeism. Absenteeism shall not include employee time off for sickness. Grievances in connection with discharges or suspension shall be subject to the provisions of Section 51 (Grievance Procedure) of the Carpenters Master Agreement and employees may be reinstated with or without full or partial back pay if the Grievance Committee or Arbitrator decides that grounds for discharge or suspension were not

established. The Employer shall give written notice of suspension or discharge to the employee in person, or if absent, by mail and a copy of same shall be sent to the Union on the date the notice is served on the employee. The written notice shall state all the reasons for the discharge or suspension.

- (d) Any dispute regarding an employer's failure to provide meal periods or rest periods as required by Section 22 (Work Day) of the Carpenters Master Agreement or by California law shall be submitted to the grievance procedure contained in Section 51 (Grievance Procedure) of the Carpenters Master Agreement. It is the intent of the parties that all claims for meal period and rest period violations arising under California law shall be submitted to arbitration and not be subject of a court proceeding.

## **Section 15**

### **Work Preservation Committee**

The parties to the Agreement hereby establish a Committee composed of three (3) representatives appointed by the Union and three (3) representatives appointed by the Associated Cabinet Manufacturers.

Each party may select two (2) alternates who will serve on the Committee and vote in the absence of one (1) of the regularly appointed members. Each of the parties shall be entitled to one (1) vote. The Committee shall have a chairman, selected by labor, and a secretary selected by management.

This Committee will review requests for short term modifications of the terms and conditions of this Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by this Agreement. The Committee is authorized to approve such changes as it deems to be in the best interest of the parties to this Agreement.

This Committee shall be empowered to develop rules and procedures, subject to the approval of the bargaining parties, to carry out the intent of the bargaining parties.

## **Section 16**

### **Foreman and Layout Man**

- (a) If an employee is voluntarily selected by the Employer as a foreman, he shall be paid a minimum of ten percent (10%) per hour above the current Journeyman's minimum wage rate when acting as such.
- (b) If an employee is voluntarily selected by the Employer to work primarily as a layout man, he shall be paid a minimum of five percent (5%) per hour above the current Journeyman's wage rate when acting as such.

## **Section 17**

### **Show-Up Time**

Unless notice is given to the employee, prior to 6:00 p.m. on the preceding day, not to report for work, an employee who reports for work at the start of his regular work day shall be paid for two (2) hours at straight time if no

work is provided, and a minimum of four (4) hours at straight-time if any work is performed, unless failure to provide work is caused by fire, rain, flood or other causes beyond the control of the Employer.

## **Section 18**

### **Work Performed Away from Plant**

The following conditions shall apply for all work performed at the construction jobsite:

(a) The Employer may install its products which are manufactured under the terms of this Agreement at 85% of the Carpenters nine (9) Counties Commercial or Residential rate whichever is applicable; provided, however, that when a shop employee has worked on a job for three (3) days or twenty four (24) hours, whichever occurs first, all additional hours of work on that job shall be compensated at 100% of the applicable Carpenters wage rate. This rate applies only to his Millmen employees and shall not apply to Construction Carpenters who are hired from Construction Locals and shall not apply to any work that may be subcontracted out.

(b) Any and all items not manufactured by the Employer shall be installed under the terms and conditions of the applicable Carpenters Master Agreement.

Regular employees of the Employer may perform work on the jobsite that is permissible under the terms of the Carpenters Master Agreement. Such regular employees who are assigned to such work shall apply for dispatch slips at the appropriate office of the appropriate Regional Council or Local Union and such dispatch slips shall be issued for such employees for jobsite work for the duration of their employment with such Employer. Such regular employees shall be subject to the hours in accordance with the terms and conditions of the Carpenters Master Agreement except for travel time, mileage and subsistence and other matters specifically provided for herein. The Employer shall hire temporary additional employees for work at the construction site as needed directly from the Union or the appropriate Regional Council in accordance with the terms and conditions of the Carpenters Master Agreement applicable to the geographical area of the assignment.

(c) If an employee leaves from the plant to go to the jobsite during his regular work hours and returns to the plant within the same regular work day he/she shall be paid for all travel time at the regular inside Millmen's rate and in addition, all mileage as required. If an employee leaves from his home to go to the jobsite or if any employee returns to his home from the jobsite, car mileage, when required and travel time, shall be paid between the jobsite and his home or between the jobsite and the plant site, whichever is the shorter distance, provided, however, that payment for car mileage or travel time shall not be required to or from the jobsite located less than twenty-five (25) miles distance from either his/her home or the plant (payment commences with the 26th mile for mileage and travel time.)

(d) Travel time outside the regular work day as defined in Sections 2 and 3 of this Agreement or the regular work week as defined in the Carpenters Master Agreement will be paid at the rate of time and one-half of the regular inside Millmen's rate and in addition all mileage as required. Travel time from job to job during the regular work day, as defined in Section 2 of this Agreement, will be paid at the appropriate straight-time rate as provided in Wage Schedule "A" of this agreement.

- (e) Car mileage shall be paid at the current IRS mileage reimbursement rate for the use of an employee's car when transportation is not furnished by the Employer.
- (f) Jobsite work outside of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, San Benito, Monterey, and Santa Cruz Counties or jobsite work requiring overnight stay within said counties, shall be known as "out of town work" for employees working under the terms and conditions of this Agreement.

When "out of town work" is required, transportation shall be provided or the transportation costs shall be borne by the Employer. Adequate room and board must be provided for the individual employee or a minimum overnight subsistence of fifty dollars (\$50.00) per night shall be paid, whichever is greater.

- (g) Special arrangements shall be made between the Employer and the employee prior to doing work on any jobsite work presenting unusual circumstances not adequately covered by this Agreement.
- (h) Nothing herein shall be construed to require the terms of this Agreement to be applicable to construction carpenters employed by the Employer.

## **Section 19**

### **Mill-Cabinet Industry Apprenticeship & Training/Employee Benefit Fund**

- (a) Each Employer signatory hereto shall contribute the amount of ten cents (\$.10) per hour for each hour worked by each employee in each calendar month to the Mill-Cabinet Industry Apprenticeship and Training/Employee Benefit Trust Fund. If the Trustees of the Fund determine that the hourly contribution to the Fund should be increased, the increase shall be effective on the next July 1 and shall be in addition to the wage and fringe benefit increases scheduled for July 1, 2008 and July 1 of subsequent years.

It is agreed that all but one cent (\$.01) from the above amount will be contributed to the Mill-Cabinet Apprenticeship and Training/Employee Benefit Trust Fund for:

1. Journeymen, Apprenticeship and other training programs, and

2. As a fringe reserve for the purpose of reimbursing employees for bereavement leave or jury duty pursuant to Section 7 (General Provisions) (E) and (F), Appendix E of the Carpenters Master Agreement for Northern California, provided such Employer has been a contributor to the Mill-Cabinet Industry Apprenticeship and Training/Employee Benefit Trust Fund.

These monies shall be allocated jointly by the Trustees and representatives of the local unions. The bargaining parties acknowledge that the Trustees of the Mill-Cabinet Apprenticeship and Training/Employee Benefit Trust Fund are responsible for the allocation of these funds.

- (b) It is further agreed, that the remaining one cent (\$.01) per hour from the above contribution rate will be contributed to the National Labor-Management Committee for the Custom Woodworking Industry for all hours worked by employees covered by this agreement. The averaging

of all hours worked during the preceding calendar year (January to December) will determine the contribution amount to be made each month from the Apprenticeship Training/Employee Benefit Trust Fund to the National Labor-Management Committee for the Custom Woodworking Industry (NLMCCWI), 101 Constitution Avenue NW, Washington, DC 20001.

By the execution of this Agreement, each Individual Employer, ACM, each individual local union and the Unions hereby agree to accept and be bound by the provisions of the Mill-Cabinet Industry Apprenticeship and Training/Employee Benefit Fund Trust Agreement and the National Labor-Management Committee for the Custom Woodworking Industry Trust Agreement, as each is established and as each may be amended from time to time in accordance with their terms.

Each Individual Employer, ACM, each individual local union and the Unions shall have all rights, privileges and obligations as set forth in each Trust. No amendment to the Trusts may increase the obligation of any Employer to contribute to the Funds. The costs of establishing and maintaining the Funds shall be borne out of contributions to the Funds.

The modified Plan B of the Carpenters Health & Welfare Plan shall be the applicable Health & Welfare Plan. Plan B shall be capped at 1800 hours per contract year (July 1 through June 30). This covers the contract year for each employee working for a single employer during that year. It is the individual employer's obligation to notify the CFAO when the 1800 hour cap has been reached. Any claim for refund of overpaid Health & Welfare Contributions above 1800 hours must be made no later than December 31 following the end of the contract year.

**WAGE SCHEDULE "A"**

<b>JOB CLASSIFICATION</b>	Effective <b>07/01/08</b>
Journeyman	\$25.30
Foreman	\$27.83
Layout	\$26.57
Maintenance	\$25.30
Truck Driver	\$24.80
Production Worker	\$17.71

<b>FRINGE BENEFITS</b>	Effective <b>07/01/08</b>
Health & Welfare (H&W)	\$7.85
Pension (PEN)	\$3.60
Annuity (ANN)	\$1.00
Vacation/Holiday (VAC)	\$2.05
Work Fee (WF)	\$1.02
Apprenticeship/Employee Benefit Fund (AEBF)	\$0.10
NCMCICAF	\$0.04

Fringes for Production Worker: H&W, VAC, WF, ANN, NCMCICAF

VACATION AND WORK FEE AMOUNTS ARE ADDED TO THE HOURLY RATE TO ESTABLISH THE GROSS PAY. THE GROSS AMOUNT IS SUBJECT TO NORMAL PAYROLL DEDUCTIONS. AFTER NORMAL DEDUCTIONS, THE FULL VACATION AND WORK FEE CONTRIBUTIONS ARE DEDUCTED, REPORTED AND PAID TO THE APPROPRIATE TRUST FUND.

NCMCICAF contributions shall be \$0.04 per hour effective July 1, 2008 and may be adjusted upward or downward by the ACM effective July 1 of each succeeding year. The ACM must provide written notice of such adjustments to the CFAO by June 1 in order to take effect by July 1; if such notice is not provided by June 1, any such adjustment will become effective on the 1st day of the month which is at least thirty (30) calendar days after notice is given.

Effective for all work performed on and after July 1, 2008, it is agreed that upon written authorization, provided by the Union, as required by law, the amount designated below shall be deducted from the Vacation and Holiday benefit of each worker and remitted directly to the Union, or the appropriate local Union or the NCCRC of the Union, as the Union may from time to time direct. The amount of the deduction shall be specified on a statement transmitted to the worker. Such remittance shall be made to the Union not less than twelve (12) times per year.

Effective July 1, 2008, the amount to be paid by the 46 Counties Work Fee option, in connection with the Vacation and Holiday contribution, shall be an amount equal to two and one-half percent (2.5%) of the total hourly wage-fringe benefit package of the highest Mill & Cabinet Journeyman classification as defined in the Nine (9) Counties Area in this Agreement (excluding Industry Promotion, Contract Administration, and Construction Industry Advancement Fund contributions) in effect on July 1, 2008 or to be in effect July 1 of each succeeding year.

#### **PRODUCTION WORKERS:**

- (a) Production Workers may perform all rote, repetitive, factory-type work that does not require the craftsmanship, skill, knowledge, experience and judgment of a Journeyman Cabinetmaker or an Apprentice Cabinetmaker. Additionally, Production Workers may perform routine, non-production related work and maintenance of the shop, as well as drive trucks and forklifts. This language is not intended to expand the type of work that may be performed by Production Workers including the maintenance of machinery.
- (b) Each individual employer is entitled to hire one (1) Production Worker and additional Production Workers may be hired so long as the number of Production Workers in an individual employer's shop does not exceed a ratio of one (1) Production Worker to five (5) Cabinetmakers (Journeyman and Apprentices).
- (c) In determining an individual employer's compliance with the ratio set forth in subdivision (b) above, Production Workers/Truck Drivers who are solely assigned to load and unload trucks, deliver product, equipment and supplies and drive trucks will not be counted. In the event such Production Workers/Truck Drivers should perform work in the shop, they shall be included in the ratio.
- (d) Production Workers shall receive a minimum wage rate that is seventy percent (70%) of the Journeyman wage rate set forth in this Agreement.



Employees Dispatched and paid as Truck Drivers prior to July 1, 2008 shall be "grandfathered" as such for the remainder of their employment with the individual employer and shall continue to receive a minimum wage rate that is \$.50 (fifty cents) per hour less than the Journeyman wage rate. Employees hired after June 30, 2008 to work as Truck Drivers shall be classified as Production Workers.

As part of the settlement of this Agreement, the Union agrees to enter into the letter of understanding waving the San Francisco sick leave policy.

### **FUTURE RATES:**

The Union reserves the right to reallocate the wage and fringe benefit amounts during the term of the Agreement.

### **Effective July 1, 2008:**

Increase wages by one dollar (\$1.00) per hour. The increase shall be applied to all classifications as listed in Schedule "A", except Production Workers. (See Production Workers, paragraph "d"). The first period Apprentice wage rate percentage shall be sixty percent (60%) of the Journeyman wage rate. All other Apprentice rate percentages shall increase in increments of five percent (5%).

The Plan B Health and Welfare contribution rate shall be increased by forty-nine and one half cents (\$0.495) to seven dollars and eighty-five cents (\$7.85) per hour.

The Pension contribution rate shall be increased by five cents (\$0.05) to three dollars and sixty cents (\$3.60) per hour.

The Vacation and Holiday contribution rate shall be increased by five cents (\$0.05) to two dollars and five cents (\$2.05) per hour.

The Work Fee rate for Employers signatory to Appendix E shall be decreased by five cents (\$0.05) to one dollar and two cents (\$1.02) per hour.

The Apprenticeship/Employee Benefit contribution rate shall remain at ten cents (\$0.10) per hour for the duration of the Agreement. Employers agree to increase this rate based on the need, as determined by the Trustees.

### **Effective July 1, 2009:**

Increase wages by seventy-five cents (\$0.75) per hour. The increase shall be applied to all classifications as listed in Schedule "A", except Production Workers. (See Production Workers, paragraph "d"). The Apprentice rate percentages shall remain unchanged and shall be recalculated based on the new journeyman rate.

The Plan B Health and Welfare contribution rate shall be increased by fifty cents (\$0.50) to eight dollars and thirty-five cents (\$8.35) per hour.

The Pension contribution rate shall be increased by fifteen cents (\$0.15) to three dollars and seventy-five cents (\$3.75) per hour.

The Annuity contribution rate shall be increased by ten cents (\$0.10) to

one dollar and ten cents (\$1.10) per hour.

The Vacation and Holiday contribution rate shall be increased by ten cents (\$0.10) to two dollars and fifteen cents (\$2.15) per hour.

The Work Fee rate for Employers signatory to Appendix E shall be increased by four cents (\$0.04) to one dollar and six cents (\$1.06) per hour.

The Apprenticeship/Employee Benefit contribution rate shall remain at ten cents (\$0.10) per hour for the duration of the Agreement. Employer agrees to increase this rate based on the need, as determined by the Trustees.

### **Effective July 1, 2010:**

Increase wages by eighty cents (\$0.80) per hour. The increase shall be applied to all classifications as listed in Schedule "A", except Production Workers. (See Production Workers, paragraph "d"). The Apprentice rate percentages shall remain unchanged and shall be recalculated based on the new journeyman rate.

The Plan B Health and Welfare contribution rate shall be increased by fifty cents (\$0.50) to eight dollars and eighty-five cents (\$8.85) per hour.

The Pension contribution rate shall be increased by ten cents (\$0.10) to three dollars and eighty-five cents (\$3.85) per hour.

The Annuity contribution rate shall be increased by ten cents (\$0.10) to one dollar and twenty cents (\$1.20) per hour.

The Vacation and Holiday contribution rate shall be increased by fifteen cents (\$0.15) to two dollars and thirty cents (\$2.30) per hour.

The Work Fee rate for Employers signatory to Appendix E shall be increased by five cents (\$0.05) to one dollar and eleven cents (\$1.11) per hour.

The Apprenticeship/Employee Benefit contribution rate shall remain at ten cents (\$0.10) per hour for the duration of the Agreement. Employers agree to increase this rate based on the need, as determined by the Trustees.

### **Effective July 1, 2011:**

Increase wages by eighty five cents (\$0.85) per hour. The increase shall be applied to all classifications as listed in Schedule "A", except Production Workers. (See Production Workers, paragraph "d"). The Apprentice rate percentages shall remain unchanged and shall be recalculated based on the new journeyman rate.

The Plan B Health and Welfare contribution rate shall be increased by fifty cents (\$0.50) to nine dollars and thirty-five cents (\$9.35) per hour.

The Pension contribution rate shall be increased by fifteen cents (\$0.15) to four dollars (\$4.00) per hour.

The Annuity contribution rate shall be increased by ten cents (\$0.10) to one dollar and thirty cents (\$1.30) per hour.

The Vacation and Holiday contribution rate shall be increased by fifteen cents (\$0.15) to two dollars and forty-five cents (\$2.45) per hour.

The Work Fee rate for Employers signatory to Appendix E shall be increased by four cents (\$0.04) to one dollar and fifteen cents (\$1.15) per hour.

The Apprenticeship/Employee Benefit contribution rate shall remain at ten cents (\$0.10) per hour for the duration of the Agreement. Employer agree to increase this rate based on the need, as determined by the Trustees.

### **APPRENTICE WAGE RATES AND SCHEDULE OF BENEFITS**

**Effective July 1, 2008:**

The first period Apprentice wage rate percentage shall be sixty percent (60%) of the Journeyman wage rate. All other Apprentice rate percentages shall increase in increments of five percent (5%).

The Plan B Health and Welfare contribution rate shall be increased by forty-nine and one half cents (\$0.495) to seven dollars and eighty-five cents (\$7.85) per hour.

The Pension contribution rate shall be increased by five cents (\$0.05) to three dollars and sixty cents (\$3.60) per hour.

The Vacation and Holiday contribution rate shall be increased by five cents (\$0.05) to two dollars and five cents (\$2.05) per hour.

Effective Date:	07/01/08				
Apprentice Training Period	Work Hours	School Hours	Shop Rates of	Rate %	Outside Rate
First Period 0 to 6 months			\$15.18	60%	\$17.72
Second Period 7 to 12 months	600	72	\$16.45	65%	\$19.20
Third Period 13 to 18 months	1200	144	\$17.71	70%	\$20.68
Fourth Period 19 to 24 months	1800	216	\$18.98	75%	\$22.16
Fifth Period 25 to 30 months	2400	288	\$20.24	80%	\$23.63
Sixth Period 31 to 36 months	3000	360	\$21.51	85%	\$25.11
Seventh Period 37 to 42 months	3600	432	\$22.77	90%	\$26.59
Eighth Period 43 to 48 months	4200	504	\$24.04	95%	\$28.06
Journeyman	4800	576	\$25.30	100%	\$29.54

First six (6) months through fourth six (6) months: H&W, WF, APPR-EBF, VAC

Fifth six (6) months through eighth six (6) months: ALL FRINGES

Effective July 1, 2008 — Fringe Benefit Rate:

Health & Welfare (H & W) .....	\$7.85 per hour
Work Fee (WF) .....	\$1.02
Apprenticeship/Employee Benefit Fund (APPR/EBF) .....	\$0.10
Pension (PEN) .....	\$3.60
Vacation (VAC) .....	\$2.05
Annuity (ANN) .....	\$1.00
NCMCICAF .....	\$0.04

**UNIFORM SUBSTANCE ABUSE POLICY:**

The Carpenters 46 Northern California Counties Uniform Substance Abuse Policy is available to all employers signatory to Appendix E.

**ASSOCIATED CABINET MANUFACTURERS**

**ADDENDUM "A"**

MEMBER FIRMS OF ASSOCIATED CABINET MANUFACTURERS:

Commercial Casework, Inc.  
41780 Christy Street  
Fremont, CA 94538

Design Workshops  
486 Lesser Street  
Oakland, CA 94601

East Bay Fixture Company  
941 Aileen Street  
Oakland, CA 94608

Mission Bell Manufacturing  
15740 Concord Circle  
Morgan Hill, CA 95037

Plant Architectural Woodwork Inc.  
300 Newhall Street  
San Francisco, CA 94124

Tamalpais Commercial Cabinetry  
200 Ninth Street  
Richmond, CA 94802

**NOTICE OF HIRE**

**EXHIBIT 1  
NOTICE TO LOCAL UNION  
CONFIRMING ORDER  
FOR REFERRAL OF PERSONNEL**

TO: Local Union No. \_\_\_\_\_ Date: \_\_\_\_\_

This will confirm our order for qualified personnel, described below:

Date of order \_\_\_\_\_. May be telephone \_\_\_\_\_. Other \_\_\_\_\_.

Number \_\_\_\_\_ Job Title or Description \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Special requirements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed by: \_\_\_\_\_  
Name and Title

Signed by: \_\_\_\_\_  
Company and Address

\_\_\_\_\_

a) Union has forty-eight (48) hours, excluding Saturdays, Sundays and Holidays to fill this order. Time being as of time of original order

b) This form is to be mailed the same day if order for personnel is placed by telephone or given personally to a union representative.

**NOTICE OF HIRE**  
**EXHIBIT 2**  
**NOTICE TO LOCAL UNION**  
**OF EMPLOYEE HIRE**

TO: Local Union No. \_\_\_\_\_ Date: \_\_\_\_\_

This constitutes the required notice of our having hired the following employee:

Name \_\_\_\_\_

Address \_\_\_\_\_

Social Security # \_\_\_\_\_ Telephone # \_\_\_\_\_

Date Hired \_\_\_\_\_ Date began work \_\_\_\_\_

Job Hired for \_\_\_\_\_

Rate of Pay \_\_\_\_\_

Signed by: \_\_\_\_\_  
Name and Title

Signed by: \_\_\_\_\_  
Company and Address

Form to be completed and mailed within one (1) day  
of employee's beginning work.

## APPENDIX F

### CARPENTERS MASTER AGREEMENT SCAFFOLD ERECTION ADDENDUM

The terms and conditions of this work Addendum shall apply to Scaffold/Shoring erection and dismantling work only and all terms and conditions of the Carpenters Master Agreement shall remain in full force and effect unless specifically amended by this Addendum.

1. The work day shall be eight (8) consecutive hours worked.
2. Travel pay from the employer's warehouse or shop in a company vehicle to the furthest jobsite shall be paid one way only at the regular scaffold wage rate. Fringe benefits are not to be included for travel pay.
3. There shall be no restrictions on the mobility of regular workers of the individual employers in the 46 Northern California Counties.
4. After the fifth (5th) working day of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to Section 51, the grievance and arbitration provision of the Carpenters Master Agreement. The individual employer during the first five (5) working days of employment may reject or discharge any employee for any reason.
5. The training of scaffold/shoring erectors will be accomplished by establishing a four (4) year apprenticeship program. This program will be complimented with on-the-job training by the individual employer.

The wage rates for apprentices shall be the following percentages of the applicable journeyman classification in the appropriate geographical area:

First Period: 0 to 6 months. . . 60%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Carpenter Employers Contract Administration
--------------------------------------	--

Second Period: 7 to 12 months. .65%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Carpenter Employers Contract Administration
-------------------------------------	---

Third Period: 13 to 18 months. . .70% Health & Welfare  
Work Fee  
Industry Promotion  
UBC Health & Safety  
Work Preservation  
Training  
Vacation  
Annuity  
Carpenter Employers  
Contract  
Administration

Fourth Period: 19 to 24 months. . .75% Health & Welfare  
Work Fee  
Industry Promotion  
UBC Health & Safety  
Work Preservation  
Training  
Vacation  
Annuity  
Carpenter Employers  
Contract  
Administration

Fifth Period: 25 to 30 months. . . 80% Full Fringes

Sixth Period: 31 to 36 months. . .85% Full Fringes

Seventh Period: 37 to 42 months. 90% Full Fringes

Eighth Period: 43 to 48 months. . 95% Full Fringes

6. Scaffold erectors may be allowed to drive company equipment and materials to all job sites.
7. The Union and the individual employer will cooperate to ensure that all signatory Scaffold/Shoring contractors are in compliance with the terms and conditions of the Carpenters Master Agreement.

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES  
CONFERENCE BOARD

By \_\_\_\_\_  
Robert Alvarado, Chairman

By \_\_\_\_\_  
William Feyling, Executive Director

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA

By \_\_\_\_\_  
Michael Walton, Secretary



**APPENDIX G**  
**CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES**  
**HIGHWAY ADDENDUM TO THE**  
**2007-2012 CARPENTERS MASTER AGREEMENT**

Notwithstanding the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following special terms and conditions shall apply to Highway work as described herein.

The Carpenters 46 Northern California Counties Conference Board, for and on behalf of its affiliates, agrees to the following Addendum to the above Agreement:

**SECTION 1 - COVERAGE**

Highway work for purposes of this Addendum shall include the construction, improvement, modification and demolition of all or any part of streets, highways and bridges. This Addendum shall not be applicable to the construction of highway project related buildings and structures such as weigh stations, rest stops comfort stations, agricultural inspection stations, pump houses, etc.

**SECTION 2 - MOBILITY AND HIRING**

There will be no restrictions on the free movement of workers employed by a signatory employer from one job to another anywhere within the 46 Northern California Counties. Should an employer require additional workers (new hires) on any given job that has commenced, such workers shall be hired from the hiring hall having primary geographical jurisdiction over the work site.

**SECTION 3 - WORK REGISTRATION**

The Union will provide a separate format for work registration as a Bridge Builder/Highway Carpenter in their hiring hall procedures. When the Individual Employer requests a Bridge Builder/Highway Carpenter, the Union will only dispatch those members who have indicated Bridge Builder/Highway work experience. The dispatch of apprentices shall not be subject to this provision.

The parties agree that to adequately respond to the needs of the bridge building/highway industry, the Union has agreed to establish a one-stop hiring procedure. The Union has agreed to establish a 1-800 number for Bridge Builder/Highway dispatch requests.

**SECTION 4 - WAGES & FRINGE BENEFITS**

- A. Wage and fringe benefit rates for Bridge Builder/Highway Carpenters shall be as provided in Section 39 A, B, C, D and E of the 2007-2012 Carpenters Master Agreement, effective July 1, 2007.
- B. Future wage and/or fringe benefit considerations.

Wage and Fringe benefit increases will be uniform throughout the entire 46 Northern California Counties pursuant to Section 39 (F) of the 2007-2012 Carpenters Master Agreement.

## **SECTION 5 - HOLIDAY/DESIGNATED OFF DAYS**

### **A. Area 2, Area 3 and Area 4:**

Section 25 (Holidays) of the Master Agreement shall be modified as follows:

The following are recognized holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

### **B. Area 1:**

The nationally recognized holidays and designated off/holiday days shall be in accordance with the provisions of Section 25 (Holidays) of the Carpenters Master Labor Agreement.

## **SECTION 6 - FOUR BY TEN (4 X 10) WORK WEEK**

An Individual Employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours. The applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Fridays, Saturdays, Sundays, and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall be ten (10) consecutive hours of work, exclusive of meal period, and shall constitute a shift's work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 work week, except as may be changed by mutual agreement.

In the event that work cannot be performed Monday through Thursday, (4 x 10 hour work week) because of inclement weather or major mechanical breakdown beyond the control of the Employer, employees (at their option) may make-up such lost work day(s) on Friday and shall be paid at the applicable straight time rate.

The Union and the Employer will commit to proposing and supporting legislation to change existing law to allow for a 4 x 10 work week on all Highway work.

## **SECTION 7 - MAKE UP DAY**

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical break down, Bridge Builder/Highway Carpenters (at their option) may make up such day on Saturday and shall be paid at the applicable straight time rate.

## **SECTION 8 - SUBSTANCE ABUSE TESTING**

The Carpenters 46 Counties Conference Board will actively participate in the negotiation of a Basic Trades Uniform Substance Abuse Policy with the Cement Masons, Laborers, Operating Engineers, Pile Drivers and Teamsters during the life of this Agreement.

An Individual Employer may initiate unannounced lottery testing; a selection process where all company employees are selected for testing and each company employee has an equal chance of being selected for testing. If an Individual Employer initiates such lottery testing, all company employees shall be subjected to such testing. An Individual Employer who initiates lottery testing shall specifically state in its notice to the Union and its notice to employees that employees will be subject to lottery testing. The Individual Employer shall give thirty (30) days notice to the Union and employees prior to implementing a lottery drug testing program. Any such lottery testing shall be administered by an independent third party.

### **SECTION 9 - SHIFT WORK**

When a job site access has been limited by the construction user, a special shift may be established during off hours, Monday through Friday, when required as a condition of securing the work. The employer may pay eight (8) hours pay for eight (8) hours work on such shift. Work in excess of eight (8) hours shall be subject to the overtime provisions of the Agreement.

No special shift shall be established or started for less than three (3) days duration unless the contracting authority specifies work tasks of only one (1) or two (2) days duration. Work performed during special shifts of less than three (3) days duration shall be paid at the wage rate of 12.5% premium pay for a minimum of eight (8) hours. If as a result of working such special shift(s) a Bridge Builder/Highway Carpenter loses the opportunity to work his/her regular work week, then all work performed on such special shift(s) shall be paid at the normal overtime rate.

### **SECTION 10 - MAXIMUM UTILIZATION**

An employer may maximize the utilization of all its United Brotherhood of Carpenters members by working them under the terms and conditions of the Highway Addendum.

### **SECTION 11**

In all other respects, the terms and conditions of the 2007-2012 Carpenters Master Agreement or any other Master Agreement to which a bridge building employer may be bound, shall continue in full force and effect for the remainder of said term.

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA

By \_\_\_\_\_  
Michael Walton, Secretary

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES  
CONFERENCE BOARD

By \_\_\_\_\_  
Robert Alvarado, Chairman

By \_\_\_\_\_  
William Feyling, Executive Director





NORTHERN CALIFORNIA  
DRYWALL/LATHING MASTER AGREEMENT

between

NORTHERN CALIFORNIA DRYWALL CONTRACTORS ASSOCIATION

and

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

of the

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

August 1, 2007 to July 31, 2012

**2008-2012 NORTHERN CALIFORNIA  
 DRYWALL/LATHING MASTER AGREEMENT  
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2007-2012 NORTHERN CALIFORNIA DRYWALL/LATHING MASTER AGREEMENT

This Agreement, made and entered into this 1st day of August 1, 2007, by and between the NORTHERN CALIFORNIA DRYWALL CONTRACTORS ASSOCIATION (NCDCA) and its respective members, herein referred to collectively as the CONTRACTORS ASSOCIATION, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD on behalf of The Northern California Carpenters Regional Council (NCCRC) and its affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement amends, modifies, supplements, changes, extends and renews the Agreements dated August 1, 1974, August 1, 1977, August 1, 1980, August 1, 1983, August 1, 1986, August 1, 1988, August 1, 1992, August 1, 1996, August 1, 1999, December 1, 2003, and is effective August 1, 2007.

WITNESSETH

WHEREAS, the Contractors are engaged in Drywall and Lathing construction work in the State of California; and

WHEREAS, the Wood, Wire and Metal Lathers International Union has affiliated with the United Brotherhood of Carpenters and Joiners of America, thus providing to the Drywall/Lathing industry mechanics skilled in the Lathing trade as well as that of Drywall; and

WHEREAS, industry-wide Multi-Employer collective bargaining is the established and the desirable practice and procedure in construction work; and

WHEREAS, the Association is the established and recognized representative of a majority of Drywall and Lathing Contractors in Northern California and has historically and in fact represented and does represent the industry in this capacity; and

WHEREAS, the Union has been and remains the established and recognized collective bargaining representative of the employees employed by the members of the association in said industry; and

WHEREAS, it is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for persons employed to perform work covered by this agreement employed by the Contractors; and

WHEREAS, it is the desire of the parties to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto to the end that the Contractors are assured continuity of operation and the employees and persons employed to perform work covered by this agreement are assured continuity of employment; and industrial peace is maintained and the business of the industry efficiently increased;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements of the parties hereto, each of which shall be independent, it is hereby agreed:

ARTICLE I  
WORK AND AREA COVERED

(1) Work Covered

The work covered by this Agreement shall include but not be limited to the following described work at the construction job site:

A. The installation, carrying, transportation, handling, stocking and scrapping of all materials and component parts of all types of ceilings regardless of their material or composition or method or manner of installation, attachment or connection, including but not limited to all hangers, carrying channels, cross furring, stiffeners, braces, all bars regardless of material or method of attachment, all integrated gypsum wallboard ceiling heat panels, all radiant heat ceiling backing, all main tees, all cross tees, all splines, all wall and ceiling angles or moldings, all backing board and all finish ceiling materials, regardless of method or manner of installation.

B. All work in connection with the installation, erection, and/or application, carrying, transportation, handling, stocking and scrapping, of all materials and component parts of walls and partitions regardless of their material composition or method or manner of their installation, attachment or connection, including but not limited to all floor and ceiling runners, studs, stiffeners, cross bracings, fire blocking resilient channels, furring channels, doors and windows, including frames, casing molding, base accessory trim items, gypsum drywall materials, laminated gypsum systems, backing board for all systems, including but not limited to thin coat and other finish systems, plastic and/or paint finished bases, finish board, fireproofing of beams and columns, fireproofing of chase, sound and thermal insulation materials, fixture attachments including all layout work, preparation of all openings for lighting, air vents or other purposes, and all other necessary or related work in connection therewith.

C. No limitation shall be placed on the work covered by this Agreement by reason of the surface or texture or purpose for which the materials described herein are used, designed or intended.

D. It is further specifically understood that the installation, tying and connection of all types of light iron and metal studs and all types of light iron furring erected to receive the materials specified in this article, including but not limited to gypsum wallboard, walls, partitions, gypsum wallboard ceiling heat panels, backing boards, tack board, plastic or acoustical materials or any material attached to the above-described light iron construction is specifically included in the work covered by this Agreement.

E. (1) The installation, erection and construction to include the work of fabrication of all materials to receive a plaster finish, including polystyrene or substitute materials, whether attached by adhesive or any other method, in connection with "Drivit" or similar interior or exterior wall or ceiling systems, to also include the completing of all light iron construction, furring, making and erecting of brackets, clips and hangers, metal lath, corner beads and arches erected for the purpose of holding gypsum plaster, cement plaster and all other plaster bases.

(2) All carrying bars, purlins, and furring, regardless of size, light iron and metal furring of all descriptions such as rods, channel flat iron and other ceiling systems for the receipt of metal lath, or rock lath, and all other plaster bases which are to receive plaster on one or both sides, to include any and all plastering accessories.

(3) The nailing, tying, cutting, welding and fastening, regardless of method, of the above and all wire and metallic lath of all descriptions connected therewith.

(4) The placing, handling, moving and erection of all materials which fall within the description of work set forth in this section from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in the erection of scaffolds other than patented scaffolding.

(5) The erection and dismantling of scaffold and/or other related containment work, performed in association with the removal of asbestos or other hazardous materials.

F. (1) All work operations after the initial unloading of the drywall finisher's material on the job site, including distribution to the point of application.

(2) Work or services pertaining to the preparation, spotting, pointing, detailing, taping, flushing, sanding and finishing of interior and/or exterior gypsum drywall, thin-wall, concrete, steel, wood and plaster surfaces.

(3) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied including, but not limited to, texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.

(4) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.

(5) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand mechanical and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.

The Union understands and recognizes that the Association and its members are signatory to a collective bargaining agreement with the painters covering drywall finishing work. The parties agree that Article I, F shall apply only to those signatory employers who are not signatory to a collective bargaining agreement with the painters covering the drywall finishing work as described in Article I, F of the agreement and who choose to assign that work to the painters. The Union agrees not to invoke or enforce Article I, F or to create any jurisdictional dispute concerning the work described in that section against any signatory employer that is also signatory to an agreement with the painters covering the drywall finishing work and who chooses to assign that work to the painters.

G. All carpentry work in connection with displays, conventions, trade shows and exhibitions.

H. The provisions of this Article shall not be used or applied in any manner so as to be inconsistent with any applicable provisions of the following Agreements:

(1) 46 Northern California Counties Carpenters Master Agreement;

(2) 12 Southern California Counties Carpenters Master Agreement

I. Should any individual employer, party to this Agreement, perform work as a general contractor, developer, or do any related carpentry work as specified in the local area carpenter master agreements, he/she or it shall do so under the terms and conditions of the then current appropriate carpenters master agreements in said areas.

(2) Area Covered

A. The area covered by this Agreement shall be Northern California, consisting of the forty-six (46) counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County and the westerly boundaries of Inyo and Mono Counties, to wit: 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, Sonoma, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

B. All work performed by a signatory to this Agreement which is performed in the Twelve Southern California Counties must be performed under all the wages, fringes, and all other terms and conditions of the Southern California Drywall/Lathing Master Agreement for work performed in each such area.

## ARTICLE 2 SUBCONTRACTING

(1) A signatory contractor may subcontract any work, including solely the furnishing of labor, covered by this Agreement to any person, firm or corporation who is properly licensed and signatory to this Agreement and agrees to comply with the provisions of this Agreement.

(2) The provisions of this Agreement specifically prohibit the use of labor brokers or labor contractors who either, as a subcontractor, furnish workers to perform work covered by this Agreement, or labor brokers who arrange for workers to be placed upon the payroll of any contractor.

A labor broker is any person, firm or corporation who hires or arranges for the hire of employees, but who neither supplies nor is primarily responsible for the payment of materials used on the job.

(3) Notwithstanding any provisions of this Article, the contractor may subcontract stocking and scrapping to any contractor who is a signatory to this agreement. Where the stocking is performed by the seller of the material, whether a manufacturer/distributor or dealer, and whether the price listed on the invoice includes an amount for stocking or is listed separately, the Employer signatory to this Agreement shall not be held responsible for the labor affiliation of the stocking entity.

(4) Notwithstanding any provisions of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Section shall not be enforced by strike action or any other form of job shut-down or work interference; provided, however, that the rights provided in Article 9 (Grievance Procedure) of this Agreement are retained to enforce primary obligations of any individual employer.

## ARTICLE 3 RECOGNITION

(1) The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman and any supervisory person who regularly gives orders directly to the workers covered by this Agreement. The Union has requested recognition as the Section 9(a) representative of the employees covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of the employees. The Association and individual employers have satisfied themselves that the Union in fact represents a majority of its craft employees performing work covered by this Agreement and that the Union is the collective bargaining representative within the meaning of Section 9 (a) of the National Labor Relations Act, as amended. Any dispute concerning this Article, shall be resolved by the permanent neutral Arbitrator pursuant to the procedures set

forth in Article 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 agree that the permanent 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 this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

(2) No Contractor whether he/she be a sole proprietor, a partner, a shareholder, a member of the board of directors of a corporation, or in any other way interested in the profits of the Contractor, shall be permitted to perform work covered by this Agreement, and work with the tools of the trade unless the contractor employs at least one (1) journeyman. In no event shall more than one (1) such contractor be permitted to perform work covered by this Agreement by using the tools of the trade. Whenever such single contractor is permitted to use the tools of the trade, he/she shall be deemed an employee covered by all provisions of this Agreement, including but not limited to the provisions of Article 4 (Union Security).

(3)(a) The Union and the Employer agree that when employees are working in a supervisory and/or Safety Director position above the rank of foreman or general foreman, the individual employer may make payments with respect to his/her work in the Carpenters Health and Welfare Trust Fund for California and Carpenters Pension Trust Fund for Northern California on the basis of actual hours worked if greater than 145, but not less than 145 hours per month in accordance with the schedules set forth in the Master Agreement, regardless of hours worked by any such employee in a month; provided, however, the individual employer having made one (1) payment on such an employee shall continue to make such payments so long as the employee is in his/her employ in that position.

(b) The Union and the Employer agree that when an employee is working in a supervisory and/or Safety Director position above the rank of foreman or general foreman, the individual employer may make payments with respect to his/her work into the Annuity Plans established by this Agreement on the basis of actual hours worked if greater than 145, but not less than 145 hours per month in accordance with the schedules set forth in the Agreement, regardless of hours worked by any such employee in the month; provided, however, the individual employer having made one (1) payment on any such employee shall continue to make such payments so long as the employee is in his employ in that position.

(c) Should a supervisor and/or Safety Director cease to function in either or both positions and return to working with his/her tools for the same contractor, contributions are made on that individual only for actual hours worked.

(d) The Union and the Employer agree that the individual employers covered by this Master Agreement may cover owners or partners in the Carpenters Trust Funds (as in (a) and (b) above) by paying contributions on the basis of 145 hours per month, in

accordance with the hourly rates set forth in this Master Agreement, regardless of the number of hours worked by any such individual in a month, provided that such individual is performing work within the 46 Northern California Counties area and that, if not an owner or partner, would be working as a journeyman carpenter under the terms of this Master Agreement and provided further that the individual employer, having made one (1) payment with respect to the work of such an individual shall continue to make such payments monthly so long as the individual continues to perform work for the individual employer within the 46 Counties area in the capacity of an owner or partner. Such individual shall be deemed an employee covered by this Agreement solely for the purpose of participating in said Trust Funds and shall have no other rights or privileges under this Agreement as an employee.

(4) The Union hereby recognizes the Northern California Drywall Contractors Association as the sole and exclusive bargaining representative for its respective members, present and future, who are or hereafter become members, and agrees that during the term of this Agreement it will not negotiate or enter into any Agreement with such individual members of the Association relative to part or all of the subject matter covered by this Agreement.

(5) This Agreement shall be binding upon each and every member of the Association with the same force and effect as if this Agreement were entered into by each member individually. All members of the Association shall be and continue to remain liable under this Agreement for and during the term hereof, irrespective of whether said members shall resign from the Association prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of said membership and remain in force for and during the term of this Agreement. Such former members shall be bound by any renewals, modifications, or extensions of this Agreement unless they give the Association and the Union at least sixty (60) days' written notice prior to the expiration date, or any subsequent yearly anniversary date thereafter, of their intent not to be bound by the new or renewed Agreement. The Association shall advise the Union of new and resigned membership quarterly.

(6) Except as provided in Article 38 (Term of Agreement), each individual employer signatory hereto specifically waives any right that he/she or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation.

#### ARTICLE 4 UNION SECURITY

(1)(a) Every person performing work covered by this Agreement who is a member of any Local Union affiliated with the Union and in employment of an employer on work covered by this Agreement, on the effective date of this Article shall, as a condition of employment or continued employment, remain a member in good standing of the Union

in the appropriate Local Union. Every person covered by this Agreement shall be required, as a condition of continued employment, to apply for and become a member of and to maintain membership in good standing in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person completes his/her eighth (8th) day of employment. Such application shall be made within eight (8) days after the effective date of this subsection or eight (8) days after the beginning of such employment for any contractor in the State of California and employment for any or all contractors shall be accumulated for purposes of determining the running of the eight (8) day period. Membership in the appropriate Local Union shall be available upon terms and qualifications not more burdensome than those applicable at such time to other applicants for membership in the Local Union.

(b) Persons employed by any Employer for a period of eight (8) days continuously or accumulatively as specified herein shall be or become members of the Union after the eight (8) day period, and shall remain members of the Union as a condition of continued employment. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable to other applicants for membership in the Union.

(c) Any employer who intends to use the eight (8) day provision must first notify the Local Union having jurisdiction in writing giving the worker's name, Social Security number and job site. This must be done before the worker begins work.

## ARTICLE 5 HIRING

(1) The NCCRC shall establish and maintain open and nondiscriminatory employment lists for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such lists.

(2) The individual employer shall first call upon the appropriate Local Union of the NCCRC having work and area jurisdiction for such workers as he/she or it may from time to time need, and such Local Union shall furnish to the individual employer the required number of qualified and competent workers and skilled mechanics of the classifications needed by the individual employer in accordance with the provisions of this Article 5.

(3) It shall be the responsibility of the individual employer when ordering workers, to give the appropriate Local Union all pertinent information regarding the workers' employment.

(4) The Local Union will furnish in accordance with the request of the individual employer such workers of the classifications needed from among those entered on said lists to the individual employer by use of written referral in the following order of preference and the selection of workers for referral to jobs shall be on a nondiscriminatory basis:



(a) Workers specifically requested by name who have been laid off or terminated as journeymen carpenters in the geographic area of the NCCRC within three (3) years before such request by a requesting individual employer or a joint venture of which one (1) or more members is a former employer now desiring to re-employ the same workers, provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.

Notwithstanding the above, there shall be no restriction on the mobility of workers of the individual employers in the 46 Northern California Counties.

(b) Effective January 1, 2008, for those classifications for which the Carpenters Training Committee offers journeymen certifications, such workers whose names are entered on said lists, who are certified and who are available for employment.

(c) Workers who within the five (5) years immediately preceding the individual employer's order for workers, have performed work of the type covered by this Agreement within the geographic area of the Agreement, provided such workers are available for employment.

(d) Workers whose names are entered on said lists and who are available for employment.

(5) When ordering workers of the skills required, the individual employer will give notice to the appropriate 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 (17) hours, if possible, before the required reporting time and in the event that, forty-eight (48) hours after such notice (Saturdays, Sundays, and recognized Holidays excluded), the Local Union shall not furnish such workers, the individual employer may procure workers from any other source or sources. If workers are so employed, the individual employer shall promptly report to the appropriate Local Union having work and area jurisdiction, each such worker by name. In emergency cases workers may be dispatched other than as such dispatching times.

(6) Subject to the foregoing, the individual employer shall have complete freedom of selectivity in hiring, and the individual employer retains the right to reject any job applicant referred by the Union for any reason. The individual employer may discharge any employee for just cause as defined in Article 26; provided, there shall be no discrimination on the part of the individual employer against any employee for activities on behalf of or representation of the Union not interfering with the proper performance of his duties.

(7) It is agreed that, notwithstanding the provisions of this subsection, the first Foreman and up to twenty-five percent 25% of the employees employed to perform work covered

by this Agreement on any project may be employees designated by the individual employer.

Further, an additional twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be selected by the individual employer from workers who are registered on the out-of-work lists and who are members of the Local Union having jurisdiction over the job or project at any location in the 46 Northern California Counties. It is further agreed that, notwithstanding the provisions of this subsection, up to fifty percent (50%) of the employees employed to perform work covered by this Agreement on any residential project may be employees designated by the individual employer.

In all cases such employees shall be subject to the provisions of Article 4, Union Security, and must be properly registered on the appropriate Local Union work list before dispatched.

The ratio of twenty-five percent 25% and fifty percent 50% to other employees shall not be increased during any time with respect to the job. Whenever employees are laid off, the ratio cannot be increased.

(8) Available for employment shall mean:

(a) All individuals seeking employment under Subsection 1 of this section above shall comply with NCCRC policy regarding established roll call time.

(b) All individuals eligible for referral shall be present at the Local Union during dispatching hours; provided they may be present at a location where they can be reached by telephone if they live in a remote area. This may be waived if, due to extenuating circumstances, they cannot be personally present.

(9) Dispatching hours shall be as determined by the NCCRC Hiring Hall Policy daily.

(10) Each individual, upon being referred, shall receive a referral slip to be transmitted to the individual employer representative at the jobsite, indicating his or her name, address, social security number, type of job, date of proposed employment and date of referral. If requested by the individual employer, the referral slip shall be transmitted via facsimile to the individual employer representative at the jobsite and/or office.

(11) To ensure the maintenance of current registration list, all individuals who do not re-register within two (2) weeks of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this section they shall maintain their previous position on such list.

(12) Individuals shall be eliminated from the registration list for the following reasons:

(a) Dispatched to the job - except that any individual who is rejected by the individual employer or who has received no more than the equivalent of forty (40) hours straight time pay shall retain his or her position on said list.

(b) Failing to accept suitable employment two (2) times 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 as to such individual.

(c) Unavailable for employment during the current week.

(d) Any individual dispatched to a job who fails to report for work voluntarily terminated prior to receiving the equivalent of forty (40) hours pay shall be placed at the bottom of the list, provided he or she re-registers.

(13) The Local Union shall suspend from the journeyman registration list any person who demonstrates a lack of journeyman skills, qualifications, or work ethic. A person's lack of skills, qualifications, or work ethic shall be based on the following: at least three (3) different individual employers have documented in writing within a nine (9) month period the person's lack of skills, qualifications or work ethic.

A person suspended from the registration list shall be referred to the Carpenters Training Committee for testing and evaluation. If the Training Committee determines that the person has the skills and qualifications of a journeyman carpenter, such person shall be reinstated to his/her place on the registration list as if he/she had not been suspended. If the Training Committee determines that the person does not have the required skills and qualifications of a journeyman, the Training Committee shall prescribe a course of training and the person shall be placed at the end of the registration list.

(14) The Local Unions shall post in places where notices to applicants for employment with the individual employer are customarily posted, all provisions relating to the functions of the hiring arrangement, including the provisions set forth in this section, and each individual employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of hiring arrangements, including the provisions set forth in this article.

(15) Selection of applicants for referral to jobs pursuant to this Agreement shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provisions or any other aspect of obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Article 4 of this Agreement.

Any person, including an individual employer aggrieved by the operation of the hiring hall provisions of this section, has the right to submit his/her grievance to the permanent hiring hall neutral arbitrator who shall be Gerald R. McKay, or his successor, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) work days after the occurrence of the grievance. The neutral hiring hall arbitrator shall

have full power to adjust the grievance and his/her 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 each Local Union or the NCCRC. Notices required by this subsection shall be mailed or delivered to Gerald R. McKay, P.O. Box 406, Burlingame, CA 94011-0406. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Union regardless of which Local Union, NCCRC or individual employer is involved.

(16) Any person dispatched in accordance with this Article by accepting such dispatch shall be deemed to have assigned to the Union his/her rights to collect unpaid wages or Trust Fund contributions.

(17) The procedural rules for the operation of the NCCRC Hiring Hall shall be those Uniform Hiring Hall rules as established, amended or modified from time to time by the NCCRC pursuant to its Bylaws.

(18) It is the intent of the parties through a labor-management committee to provide a journeyman certification process, including but not limited to the following skills: welding, scaffolding, lifts, doors and hardware, and metal framing.

## ARTICLE 6 STRIKES, LOCKOUTS

(1)(a) During the term of this Agreement, the Union may withdraw employees or refuse to furnish or refer persons for any and all violations of this Agreement except for grievances arising over an alleged violation of Article 2 (Subcontracting). The Union shall have the right to withdraw or refuse to refer persons with respect to any contractor who has failed to pay any wages, any contributions to any trust fund specified in this Agreement, or who has violated the prohibition against subcontracting or payment of piece rates or bonuses specified in this Agreement, or who has failed to comply with a decision of the Joint Adjustment Board or Arbitrator. The withdrawal or refusal to refer persons under the conditions specified in this Article shall not be deemed a violation of this Agreement. Any contractor who believes that the Union has violated the provisions of this Agreement by withdrawing or refusing to furnish persons as specified herein may present his/her claim under the grievance and arbitration remedies provided in this Agreement. The right of the Union to engage in economic action over alleged breaches of Article 2 (Subcontracting) and Article 7 (Jurisdictional Disputes) shall only be to the extent permitted by law.

(b) During the term of this Agreement, a contractor party to this Agreement shall not cause or permit any lockout of persons employed to perform work covered by this Agreement. Nothing in this Agreement shall require the Union or members thereof or any other persons to cross a lawful picket line established at the job site, which has

been duly sanctioned by either the Northern California Carpenters Regional Council, the Central Labor Council, or the Building Trades Council in the appropriate area.

(c) Any person withdrawn from a contractor for failing to pay appropriate wages, trust fund contributions or other money items, and/or failure to comply with the provisions of Article 8 (General Conditions) shall be entitled to full straight time hourly rate of pay from the Contractor for not more than eight (8) hours per day for all time which elapses between the time that the person is withdrawn until the contractor complies with the Agreement or the Union agrees to cease withdrawing persons, whichever occurs first; provided that such pay shall be limited to five (5) working days and provided further that no such pay shall be claimed for any Saturday, Sunday or Holiday for which no permission to work was given; provided further that the person withdrawn remains available for work.

#### ARTICLE 7 JURISDICTIONAL DISPUTES

(1) The Union guarantees, during the term thereof, that there shall be no strikes, slow-downs or stoppages of work occasioned by jurisdictional disputes and that all workers covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations without regard to past, present or future disputes based on jurisdictional claims.

(2) Nothing contained in this Agreement or any part thereof or in this Article or any part thereof shall affect or apply to the Unions signatory hereto or on whose behalf this Agreement is executed or any of them in any action they may take against any contractor who has failed, neglected, or refused to comply with or execute any settlement or decision reached through grievance or arbitration under the terms of this Agreement. Any subcontractor of a contractor shall be subject to the provisions of this Article.

(3) Upon request of the Union, the contractor shall furnish written evidence of job assignment on any work, job, or at any location.

#### ARTICLE 8 GENERAL CONDITIONS

(1) Except as otherwise provided in Article 18 (Piecework Incentive Standards) of this Agreement, no person shall be employed in work covered by this Agreement at piece rate or under any system of bonus pay. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence," where not required or permitted by this Agreement, shall be evidence of a violation of this Agreement.

It is agreed that all workers shall perform a fair day's work, but neither party shall establish work quotas as terms of footage or other units of production. Workers shall not solicit employment or work on a piecework basis or any other basis except a regular

hourly rate as set forth in the "Wage and Contributions Schedule" referred to in Article 33 (Wage and Fringe Benefit Rates).

(2) Nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform nor shall there be any restriction against the use of any kind of machinery, tools or labor-saving devices provided that all such machinery, power tools, or laborsaving devices are furnished on the job site by the contractor and, provided further, that no employee shall be required to work under any conditions that are injurious to his health or safety in conflict with the State Health & Safety Code and with a present well-established custom regulating such use where the work is being performed. Two (2) or more employees shall be required in the handling and installation of any panel or assembled panel weighing over 110 pounds.

(3) It is mutually agreed that the Individual Employer and the Union shall fully comply with all Federal and state laws, including but not limited to all of the provisions of Title 7 of the Civil Rights Act of 1964, as amended; the California Fair Employment and Housing Act, as amended; and the Americans with disabilities Act of 1991, as amended, to the end that no person shall, on the grounds of age, sex, race, color, national origin, sexual orientation, gender, ancestry, disability as defined by the Americans with Disabilities Act of 1991 and the California Fair Employment and Housing Act, or Vietnam Veteran status, 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 this Agreement.

It is further agreed that no person or applicant for employment shall be discriminated against or shall have his/her employment relationship affected by reason of his/her age except as provided in the Trust Agreement, rules and regulations, and statements of procedure governing the Joint Drywall/Lathing Apprentice Programs.

Nothing in this section and no grievance filed pursuant to this section shall be deemed a waiver of any individual worker's statutory rights provided by federal and/or state laws. Throughout this Agreement, whenever the masculine gender appears, the feminine form applies equally and may be substituted therefore.

(4) The Union shall cooperate with the employer and individual employees by participation in any joint program established by and referred to in the Carpenters Master Agreement for Northern California covering the handling of drug and/or alcohol abuse problems.

(5) Each contractor shall furnish the Union with an accurate street and number address as well as mailing address on a current basis. Any change in address shall be furnished to the Union within ten (10) days after the effective date of the change. A copy of each notification of current address and change of address shall be simultaneously forwarded to the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.

(6) On all work covered by this Agreement the contractor shall perform the work with carpenter drywall installers and/or lathers under the terms of this Agreement. The names of all employees shall be carried on the payroll records of the contractor. The Union shall have the right upon written notice to request the Contractor to submit all payroll records and other documents necessary to audit to determine whether or not the provisions of this Article or any other provision of this Agreement have been complied with. The Audit shall be performed by an auditing firm which has no financial interest in or relationship to the contractor or the Union. If the contractor is found to have materially breached the Agreement, which shall be defined as having a liability to its employees or to the Carpenter and/or Drywall Trust Funds in an amount in excess of \$ 10,000, which liability is not the result of clerical errors, then the cost of the audit shall be borne by the contractor. The auditor may require the production of United States Internal Revenue forms 1096 and/or 1099 or their equivalents or any other pertinent documents, and the contractor shall comply with the request and shall instruct his employees, representatives, agents, accountants, or any other person having custody or control of the records and documents to comply with the request.

The remedies and conditions for failure or refusal to submit to audit entry shall be as provided in Article 17 (Audit and Contract Enforcement) Section 3 and 4 of this Agreement.

(7)(a) Each general contractor and sub-contractor shall secure the payment of all trust fund contributions and wage and money payments (excluding waiting time and liquidated damages) required by this Agreement by posting a surety or cash bond in the amount of not less than \$20,000.00. Such bond shall be in the Uniform Drywall Bond Form provided by the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., and shall be maintained in effect at all times during the term of this or its successor agreement.

A copy of said bond shall be posted with the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., and a copy shall be furnished to the Union upon request.

(b) The parties hereto have agreed to the establishment and operation of the Grievance Obligation Trust Fund by the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc. to satisfy the requirements of this Article to secure the payment of all trust fund contributions, wages and money payments (excluding waiting time and liquidated damages) required by this Agreement. All contractors bound to the Agreement shall be required to secure such payment by paying each year commencing May 1, 1986 a fee of \$500.00 (or such other sum as may be determined by the Directors of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.) to the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc. as such Employer's contribution to the Grievance Obligation Trust Fund.

It is agreed and understood that existing Lather Health and Welfare and Pension Trusts may participate in the Grievance Obligation Trust Fund commencing upon contributions being made to the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc. provided further that all firms signatory to the applicable Agreement shall be required to participate.

(c) In the event a contractor fails to comply with any final decision rendered through the grievance procedures of this Agreement and fails to make payment of any judgment or award that the Trust becomes obligated to pay, that contractor shall immediately be required to pay to the Fund in cash not less than \$20,000.00 or such other sum as may be required under the terms of any final decision made under the grievance procedure of this Drywall/Lathing Master Agreement, whichever is less.

(d) If for any reason the Grievance Obligation Trust Fund ceases to function during the term of this or its successor Agreement, then each contractor shall acquire a Bond as provided in this Article, Section 7(a).

(e) The Union will refuse to refer workers to and will withdraw workers from any contractor who has not complied with the provisions of this subsection, and such refusal and/or withdrawal will not constitute a violation of this Agreement.

(8) The Individual contractor shall not be required to discharge any employee for noncompliance with Article 4 (Union Security) of this Agreement until a written notice from the Union stating noncompliance shall have been delivered to the contractor at his place of business or the job site involved.

(9) The Association shall each month furnish the Union with a current roster of contractor members. Each Contractor shall notify the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc. in writing at least thirty (30) days prior to the cancellation or termination of any Bond or other security established pursuant to this Article.

(10) Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been, or will be performed. Where there are visitation restrictions imposed at the job site by other than the individual employer, the individual employer will use his best efforts to provide access to the site by the Union representatives.

(11) In order to avoid unfair competition and to prevent the loss of accumulated worker fringe benefits, the Union agrees that each worker must be dispatched for wages, fringe benefits, and trust fund contributions under the terms and conditions of this Agreement to which his local union is signatory. The individual employer shall pay the appropriate wages, fringe benefits, and trust fund contributions as required by such agreements, and each employer shall execute appropriate agreements with such trusts if necessary.



ARTICLE 9  
GRIEVANCE PROCEDURE

(1) Subject to the exceptions provided for in Article 6 (Strikes, Lockouts) of this Agreement, any dispute, grievance or question concerning the application or interpretation of this Agreement shall be determined in accordance with the provisions of this Article. Disputes concerning the proper payment of trust fund contributions, the amount of trust fund contributions due and owing, the proper payment of wages or any other alleged violation of the Agreement may, at the option of any party hereto, be submitted to the provisions of this Article, provided however, that the Trustees of the respective trust funds referred to in this Agreement shall not be required as a condition of collecting all amounts due such trust funds to submit their claims through the provisions of this Article.

(2) There is hereby established a Joint Adjustment Board for the 46 Northern California Counties.

(a) THIS BOARD shall process all grievances or claims in the 46 Northern California Counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County, and the westerly boundaries of Inyo and Mono Counties. THE BOARD shall be known as the "Northern California Joint Adjustment Board for the Drywall Industry."

(b) THE BOARD shall be composed of two (2) representatives and their alternates selected by the Association and two (2) representatives and their alternates selected by the Union. In addition to the employer and employee members, the Board shall have as a member an individual who shall be a permanent neutral arbitrator who shall sit as the chairman of the panel and shall attend meetings of the panel as scheduled. The permanent neutral arbitrator, who shall have no business connection with either party to this Agreement, shall be authorized to participate in the proceedings and if the Joint Adjustment Board is unable to reach a majority vote, the arbitrator shall render the deciding vote. The decision of the Joint Adjustment Board and/or the decision of the arbitrator, as the case may be, shall be final and binding upon all parties to this Agreement and shall have the effect of a legal judgment.

(c) A quorum of the Board shall consist of one (1) employer member and one (1) Union member along with the arbitrator.

All decisions of the Joint Adjustment Board shall be by majority vote, with each party having equal voice and vote.

(d) Any individual employer against whom a grievance or claim has been filed may, upon demand, require that the arbitrator make the decision in the case rather than the Joint Adjustment Board. In the event that any individual employer fails to appear or refuses to participate in the grievance proceedings, the grievance or claim against said individual employer shall be processed and upon submission by the charging party or

parties, the Joint Adjustment Board or the arbitrator, as the case may be, shall make a decision concerning said grievance or claim. No decision concerning an individual contractor who fails or refuses to appear shall be made unless the neutral arbitrator issues said decision.

(3) The Joint Adjustment Board and the arbitrator, as the case may be, shall have the power to adjust grievances and disputes, make awards of back pay, levy finds for violations of the Agreement, and assess liquidated damages in accordance with the provisions of this Agreement, which shall be final and binding upon all parties to this Agreement. The Joint Adjustment Board may, as part of a remedy in any case before it, order an increase of the surety requirements specified in this Agreement up to a maximum of \$40,000.00, or an amount equivalent to the average of the three (3) highest contributing months within the previous twelve (12) month period, whichever is greater, and may specify the effective date of such surety requirements.

The parties recognize and acknowledge that compliance with the requirements to pay wages, fringe benefits, and to abide by the provisions of this Agreement are essential for maintenance of this Agreement, the health and safety of workers covered there under, the fairness to all parties (including the Union, employees, and employers in the industry) and that it would be extremely difficult if not impracticable to fix the actual expense and damage to the workers, the Union and the industry, for any failure to comply with any of the provisions of this Agreement. Therefore the Joint Adjustment Board shall have the right to assess liquidated damages as deemed necessary to maintain the integrity of the Agreement. Any liquidated damages assessed by the Joint Adjustment Board or the arbitrator shall become due and payable to the Joint Adjustment Board as liquidated damages and not as a penalty. Neither the Joint Adjustment Board nor the impartial arbitrator shall have the authority to modify, vary, change, add to or remove any of the terms and conditions of this Agreement.

(4) In addition to any rules and procedures which the Board may adopt, the Joint Adjustment Board and the permanent neutral arbitrator shall be governed by the following provisions:

(a) All proceedings shall be done in an expedited manner and no briefs, transcripts, or written opinions shall be required unless specifically requested by any parties to the grievance or unless ordered by the permanent neutral arbitrator. The parties specifically agree that the permanent neutral arbitrator shall not be required to render an expanded opinion in any case unless requested prior to the commencement of the proceedings.

(b) The Board shall meet within forty-five (45) days on any item referred to it and shall establish regular monthly meetings for the purposes of hearing all grievances and claims filed therein. The Board shall provide notice of the time and place of hearings to all persons having business before the board and shall establish a regular meeting place and mailing address for all matters. All proceedings of the Northern California Joint Adjustment Board shall be held in the City of Oakland, County of Alameda unless mutually agreed to move to another location.

(c) The expenses of the Joint Adjustment Board and the permanent neutral arbitrator, including all costs of court reporter or otherwise, shall be paid by the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., provided that all assessments or liquidated damages which are not awarded to individual employees or to the Trust Funds shall be retained by the Joint Adjustment Board to defray expenses. Any surplus funds shall be for the sole and exclusive use by the Training Trust Fund.

(d) Any grievance or dispute to be submitted shall be presented to the Joint Adjustment Board within thirty (30) days after the complaining party has actual knowledge of the facts giving rise to the dispute or, when further discovery is necessary, has made final determination of the facts giving rise to the dispute.

Any employee who claims to have been improperly paid, discharged, or disciplined without just cause shall present his or her grievance to the Union within seven (7) calendar days following the event, and the Union must file its grievance, if any, within five (5) working days.

Whenever possible before submission of the dispute to the Joint Adjustment Board, representatives of the Union and the individual contractor shall attempt to adjust the matter. If after twenty-four (24) hours the matter cannot be adjusted between the respective parties, either party may submit the matter to the Joint Adjustment Board which shall render a decision within the limits and subject to the provisions of this Article and applicable rules and regulations.

Repeated violators of this Agreement shall lose the rights of the twenty-four (24) hour adjustment provisions of this Article.

(e) The Joint Adjustment Board or Arbitrator may, as part of a remedy, require a contractor to submit weekly reports of workers and hours worked to the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.

(f) In any grievance in which the arbitrator is requested to issue an expanded opinion, the arbitrator shall not be required to render such an opinion unless the party requesting the same guarantees to pay any additional charges or expenses of such services. The decision of the Arbitrator or the Joint Adjustment Board shall be issued within thirty (30) days following completion of the proceedings.

(g) Charges and expenses incurred as the result of a special hearing or hearings on days other than the regular scheduled meeting date of the Joint Adjustment Board shall be payable by the party requesting such special hearings and shall not be the responsibility of the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.

(5) A decision of the Joint Adjustment Board or the decision of the permanent neutral Arbitrator shall be enforceable by petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco for all proceedings of the Northern California Joint Adjustment Board. Alternatively such petition may be filed or tried in the United States District Court for the Northern District of California.

Any party who fails or refuses to comply with the decisions of the Joint Adjustment Board or an award of the permanent neutral Arbitrator, as the case may be, shall be responsible for attorney's fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law.

(6) If any party hereto fails to comply with the decision of the Joint Adjustment Board or the permanent neutral arbitrator, the Union may withdraw employees or strike the individual employer, and such action shall not be a violation of this Agreement so long as such noncompliance continues. Said right to withdraw employees or strike shall be in addition to all other remedies available herein.

Whenever the Union has the right pursuant to the terms of this Agreement to withdraw or refuse to refer workers, such rights shall coexist with the right to proceed under any stage provided for under the provisions of this Article.

Awards involving application or enforcement of Article 2 (Subcontracting) shall not be enforced by strike action.

#### ARTICLE 10 STEWARDS

(1) A steward shall be a working journeyman employee appointed by the Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees that stewards shall be allowed a reasonable amount of time for the performance of such duties. The Union shall notify the individual employer of the appointment of such steward. Unless notified to the contrary, the first journeyman on the job shall act as job steward until the Union appoints a successor. In no case shall a foreman be a steward.

(2) No steward shall be discharged or laid off except for just cause. In the event of layoff or discharge of a steward, the Union shall be given notice in writing at least two (2) working days prior to the effective date of such discharge or layoff. Such notice shall contain the reasons for layoff or discharge.

(3) The steward shall be the last employee other than the foreman to be laid off for lack of work but may be transferred to another job providing the Union is given prior notice of the transfer.

ARTICLE 11  
EXISTING AND OTHER AGREEMENTS

(1) All existing labor agreements between the Employers and the Union covering the type of work covered by this Agreement are automatically canceled and superseded by this Agreement.

(2) It is agreed that any Employer accepted for membership in the Northern California Drywall Contractors Association shall become a party to this Agreement and, after becoming a party, shall be entitled to the benefits and be subject to the obligations hereof in lieu of any individual agreements he may have with the Union at that time with respect to work covered by this Agreement. In addition, the Association shall immediately notify the Union in writing whenever an individual employer becomes a member of the Association. Notwithstanding the foregoing, the Union shall have the right, within 72 hours of receipt of said written notice, to object to any individual employer becoming a party to this Agreement and to insist upon, if appropriate, negotiations separately with that individual employer. Upon receiving such objection from the Union, this Agreement shall be null and void ab initio for all purposes as to that individual employer only. This paragraph does not apply to an individual employer that is signatory to an existing Agreement with the Union.

(3) In the event the Union enters into any other agreement exclusively for the Drywall/Lathing Industry with other employers or employer associations in the 46 Northern California Counties which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement.

(4) Each Employer signatory hereto agrees to be bound by the provisions of this Agreement and agrees to execute any necessary documents in order to become signatory to this Agreement, whenever he/she or it operates or commences operations under any other name, whether it be individual, under a fictitious name, as a sole proprietorship, in a partnership, joint venture, or under corporate or limited partnership forms. The Employer further agrees to notify the Union of the name or names under which he/she or it conducts business in work covered by this Agreement and agrees to notify the Union of any new form or name under which work covered by this Agreement is performed.

No change in name, style or organization of the business of a signatory Employer shall operate to defeat the application of this Agreement to said business for the work covered by this Agreement. In the event of any change of ownership or in the form of the signatory Employer's business organization, the terms and obligations of this Agreement shall continue in full force and effect as to the employing organization. Disputes over the application or interpretation of this Article shall be subject to the grievance procedures contained in Article 9 (Grievance Procedure) of this Agreement.

## ARTICLE 12 JOB REGISTRATION

(1) Each Employer shall notify the Union in writing on a uniform job registration form to be provided by the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., of the location of each job on which he/she will be performing work covered by this Agreement. Such notice shall be given at least forty-eight (48) hours prior to the commencement of work and shall contain all the information required by the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., form. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Employer shall notify the appropriate Local Union or the NCCRC by telephone giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form by the Employer to the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., within forty-eight (48) hours thereafter. The Union may withhold or withdraw workers from the Employer for failure to comply with this Section (1).

(2) In the event an employer takes over the performance of a contract covered by terms of this Agreement from another employer, the successor employer shall notify the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject the successor Employer to claims for any delinquent fringe benefits of the predecessor Employer through the grievance procedure in addition to any other claims which may arise because of such failure.

(3) A copy of the completed uniform job registration form, as set forth above, shall be sent to the Local Union which has jurisdiction in the area where the job is located.

The uniform job registration form shall include all the information required under Sections (1) and (2), plus for wood frame residential work only, it shall designate whether the job will be paid by the hour, by the piece rate or split crew method.

Employers electing to pay the piece rate shall follow the piece rate schedule as set forth in this Agreement. Employers electing to pay by the hour shall pay the hourly rate as set forth in this Agreement.

The Union will have the right to refuse to refer workers to and withdraw workers from an Employer who is setting quotas or paying by a piece rate or an hourly rate which is less than the rate set by this Agreement.

ARTICLE 13  
DRYWALL AND LATHING APPRENTICE PROGRAM

(1) The Employer and the Union, recognizing the need for a skilled work force, shall maintain a recognized and approved apprenticeship and training program. Said program will be organized and operated in full compliance with the Shelly-Maloney Act of the State of California.

(2) A local Joint Apprenticeship and Training Committee comprised of equal representation from the employers and the Union shall administer the apprenticeship and training program in accordance with local working conditions and Section (1) of this Article.

(3) Employers shall contribute into the appropriate trust fund account an amount set forth in Article 33 (Wage and Fringe Benefit Rates) for each hour worked by all employees covered under this Agreement. Said contributions are to be used to fund the training program.

(4) Wages, fringe benefits, and other terms and conditions of employment of apprentices and/or trainees shall be determined by reference to the particular geographical area in which the work is performed.

(5) All monies collected by the Joint Adjustment Board as assessments, damages, or the like in excess of the amounts needed to pay the necessary and reasonable expenses of the Joint Adjustment Board or the grievance procedure shall be transferred to the 46 Northern California Counties Drywall/Lathing Apprenticeship Training Trust Fund to be used solely and exclusively for the purposes specified in the trust agreement.

(6) The parties to this Agreement herewith impose a mandatory duty on each Employer to abide by the Apprenticeship Standards adopted by the Joint Apprenticeship Committees and approved under the provisions of the Shelly-Maloney Act of the State of California.

(7) An individual Employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeymen regularly employed by him and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him. The first apprentice may not be employed until at least two (2) journeymen are regularly employed by the individual Employer. Any individual Employer employing five (5) journeymen shall, while employing five (5) journeymen, also employ at least one (1) apprentice. For each additional five (5) journeymen then in his employ, he shall employ at least one (1) additional apprentice.

(8) The 46 Northern California Counties Drywall/Lathing Apprenticeship Training Trust Fund is encouraged to request that the bargaining parties require repayment of training costs by apprentices who choose to work for Employers not covered by this Agreement

unless dispatched by the 46 Northern California Counties Drywall/Lathing Apprenticeship Training Trust Fund.

#### ARTICLE 14 REDUCTION IN HOURS

(1) When the Union and the Employers consider and agree that conditions in the industry in the area covered by said Agreement warrant a shortened workday or work week, the parties shall jointly give adequate consideration and discussion of such changes; provided, however, that any such changes in the workday or work week shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday and work week; provided, however, the Union will not request the Employers, parties hereto, to provide a shorter workday until the shorter workday is generally established in the building and construction industry.

(2) Notwithstanding any other provisions of this Agreement, the workday and work week shall comply with the provisions of the Carpenters 46 Northern California Counties Master Agreement.

#### ARTICLE 15 TRUST FUNDS

(1) Each individual Employer shall make hourly contributions in accordance with the terms and provisions of the Collective Bargaining Agreement and Trust Agreements. Each individual Employer shall be required to contribute and be bound by each of the below listed trust funds or plans or such other trust fund or plans as the regional area bargaining parties may require.

(a) For all work performed in the area known as the 46 Northern California Counties contributions shall be made to the Carpenters Health and Welfare Trust Fund for California, the Carpenters Pension Trust Fund for Northern California, the Northern California Carpenters Vacation and Holiday Plan, the 46 Northern California Counties Drywall/Lathing Apprenticeship Training Trust Fund, the Carpenters Annuity Trust Fund for Northern California, the Carpenters Contract Work Preservation Trust Fund, The Drywall Information Trust Fund and the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc.

(b) Effective January 1, 2008, each individual employer covered by this agreement shall make hourly contributions to the Carpenters Training Trust for Northern California in the amount listed in Article 33 (Wage and Fringe Benefit Rates) in accordance with the Collective Bargaining Agreement and Trust Agreement.

(2) The individual Employer subject to this Agreement agrees to accept, assume and be bound to all of the obligations of each of the Trust Agreements, Plan or Rules governing the Trusts referred to in Section (1) of this Article and/or any amendments,



modifications, or changes thereof made by the parties thereto, as are now or may hereafter be imposed upon any individual employer by or pursuant to any such Trust, Trust Fund or Plan as set forth in this Agreement or any Trust Agreement referred to herein.

(a) Effective September 1, 2008, each individual employer covered by this Agreement shall contribute in a timely manner, compliant with Federal Law, to the Northern California Carpenters 401(k) Trust Fund, on behalf of each employee covered by this Agreement who has voluntarily elected to participate in the 401(k) Plan the amount specified on an Enrollment/Contribution Change form filed by the employee with his/her individual employer not to exceed the Internal Revenue Code Section 402(g) limit. The contribution amounts, which are voluntarily deferred from wages and the frequency of change of the deferral, will be governed by the various Plan documents of the Northern California Carpenters 401(k) Trust Fund.

Only those employees covered by this Agreement that are eligible to receive Annuity Fund contributions are eligible to participate in the 401(k) Plan. Contractors, Supervisors and Safety Directors covered by Article 3 of this Agreement are eligible to participate in the 401(k) Plan provided those individuals are current participants in the Annuity Plan and provided that Annuity contributions are remitted for all corresponding periods in which 401(k) contributions are made on behalf of the Contractor, Supervisor or Safety Director.

Each contributing individual employer agrees to be bound to that certain Trust Agreement establishing the Fund dated August 1, 2008, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

The individual Employer subject to this Agreement further agrees that he does irrevocably designate and appoint the employer members of said Trust Funds and Plans as his attorneys in fact for the selection, removal and substitution of Trustees or Board members as provided in the Trust Agreements or Plans and as may be hereafter provided by or pursuant to said Trust Agreements or Plans.

ARTICLE 16  
CALIFORNIA DRYWALL/LATHING INDUSTRY  
LABOR-MANAGEMENT COOPERATION  
COMMITTEE, INC.

(1) Each Employer shall contribute for each hour paid for or worked by employees performing work covered by this Agreement to the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., on behalf of the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., (hereinafter referred to as the Northern Division). Such contributing Employer agrees to be bound by all of the provisions of the Articles of Incorporation dated November 18, 1983, establishing the California Drywall/Lathing Industry Labor-

Management Cooperation Committee, Inc., and the Bylaws of the Corporation dated December 7, 1983, and amended as such may from time to time be amended or supplemented.

(2) The Northern Division shall endeavor to employ persons in the capacity of field investigators who have extensive knowledge in the scope of work covered by this Agreement. Such field investigators shall be authorized and shall be provided with special credentials authorizing them to visit and/or investigate any job site within the coverage of this Agreement and gather information from any employee, Employer, Union representative, or employer association, or representative covered by this Agreement.

The Field Investigators shall assist in the enforcement of the job registration requirements including the verification of registered and non-registered job sites with footage and man hour estimates in connection therewith. Field Investigators of the Corporation shall also investigate complaints arising in connection with the Incentive Pay Provisions of this Agreement and report such complaints to the Corporation.

(3) The Northern Division is authorized to assist the Union and the Association in any program or programs instituted by those organizations similar to the purposes and objectives of the Corporation. Further, the Corporation shall be authorized to cooperate with and exchange information with other construction industry craft programs whose purposes and objectives are similar to those specified therein.

(4) In addition to the above specified areas of responsibility, the Northern Division Field Investigators shall record any evidence of alleged violations discovered as set forth in Section (2) of this Article. Such evidence of violation shall immediately be forwarded in writing to the appropriate parties of this Agreement. The Northern Division shall file charges with the Joint Adjustment Board of Northern California in connection with the evidence of alleged violations of the Agreement with respect to job registration requirements, reporting of hours, payment of proper wages and Trust Fund contributions, and Grievance Obligation Trust Fund requirements.

#### ARTICLE 17 AUDIT AND CONTRACT ENFORCEMENT

(1) Each individual Employer shall maintain and make available upon written request by the Northern Division of the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., to auditors designated by said Corporation all records of all firms believed to be compensating Drywall employees covered by this Agreement in which he/she has a financial interest. Said auditors shall be permitted to review and copy any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such individual Employer during business hours at a reasonable time or times to examine and copy such books, records, papers, or reports of such individual Employer as may be necessary to determine whether or not the individual Employer is making full and prompt payment of all sums required by this

Agreement. Said records shall include, but not necessarily be limited to, all job cost records, general check register and check stubs, bank statements and canceled checks, general ledger, worker compensation insurance reports, financial statements, business income tax returns, employer time cards, payroll journals, individual earning records for all employees, forms W-2 and 1099 remitted to the U. S. Government, health and welfare and pension reports for all other trades, cash receipts journal, copies of all contracts, and all material invoices.

(2) In case an individual Employer audited by the Northern Division is found to have materially breached the Agreement in the amount or manner of making contributions to the Trust Funds required under this Agreement, such individual Employer shall be liable for the expense of such audit, all expenses of collection as well as reasonable attorney's fees, in addition to any other liabilities and expenses set forth under this Agreement, or the agreement and declaration of trusts establishing the fringe benefit procedures and obligations herein.

(3) In case an individual Employer fails or refuses to submit to audit or fails or refuses to confirm an audit appointment within seven (7) days following demand, the Northern Division or any of the parties hereto may file an action to compel audit entry without regard to the grievance and arbitration procedures set forth in Article 9 (Grievance Procedure) of this Agreement. Any action to secure compliance with the provisions of this Article, or to secure audit entry in order to perform such audits as may be required or requested pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction located in the City and County of San Francisco, and each party to such action expressly waives any right to change venue of such action to any other county or any other place. If any individual employer refuses entry as required by this Agreement, and if an action is filed to compel audit entry, the individual Employer shall be required to pay reasonable attorney's fees and costs incurred by such failure in addition to any other relief which may be ordered by a court of competent jurisdiction.

(4) In addition the Union shall have the right to withdraw employees and refuse to dispatch workers to any individual Employer who refuses audit entry seven (7) calendar days or who refuses to make available relevant records necessary for the completion of the audit.

(5) The Northern Division shall submit evidence of any alleged violation of this Agreement to the Northern California Drywall Contractors Association and the Carpenters 46 Northern California Counties Conference Board. The Northern Division shall then submit the matter to the Joint Adjustment Board for adjudication as though the complaint or grievance were filed by a Local Union, an individual Employer, or an individual worker.

(6) In case the auditors designated by the Corporation conduct an audit and determine that an Employer has violated the provisions of this Agreement for hours worked (or paid for) in that the gross compensation, including any remuneration or compensation not required or permitted by this Agreement divided by hours reported exceeds the

employee's base rate plus one dollar (\$1.00) per hour or if adequate records are not made available to allow the auditor to make his determination in that regard or if hours worked for each payroll period are not recorded on payroll records, then the auditors shall calculate or estimate gross compensation not permitted in this Agreement from whatever information is available. This amount determined to be the gross compensation, when divided by the appropriate hourly wage exclusive of vacation and other fringe benefits and then multiplied by the appropriate hourly fringe benefit contribution rate accordingly to this Agreement, shall be considered due to the respective Trust Funds.

The failure to register footage on jobs as required by Article 12 (Job Registration) of this Agreement and/or the failure to report accurately all hours worked in a given period to the respective Trust Funds and/or to pay fully the required amounts to said Trust Funds as required by Article 15 (Trust Funds) and 19 (Drywall Information Trust Fund) of this Agreement shall constitute prima facie evidence of intent to violate this Agreement and shall require the auditors to apply the above-stated formula to determine the amount due the respective Trust Funds. The amount determined to be due by the application of the above formula shall be paid by the individual Employer to the respective Trust Funds unless challenged through the grievance procedure within ten (10) days from the date of receipt of the demand for payment.

If the Employer fails to pay the said amount and if a grievance is filed, the Joint Adjustment Board or Arbitrator shall be authorized to assess damages in addition to any other remedies deemed appropriate by the Joint Adjustment Board or the Arbitrator.

(7) The failure to register and/or accurately report hours on jobs as required by this Agreement shall entitle all of the Trusts to assess fringe benefits based upon the reports of the Northern Division field personnel as to their estimate of the hours that should have been paid on the particular job or jobs. Such estimates shall be conclusive evidence of the amount due and owing unless the estimate is found by the Joint Adjustment Board and/or the arbitrator to be arbitrary and capricious.

## ARTICLE 18 PIECEWORK INCENTIVE STANDARDS

(1) For work on, and only on, wood-frame residential construction including motels and convalescent homes, an individual Employer may compensate drywall installers performing work under this Agreement in accordance with the Piecework Incentive Standards applicable to the particular area where the work is performed. Such standards are incorporated herein by reference and made a part of this Agreement subject to the following conditions:

(a) That in no event shall application of Piecework Incentive Pay Standards result in the payment of any employee performing work covered by this Agreement of a wage or remuneration which is less than hourly scale provided for in this Agreement; and

(b) That in no event shall the application of Piecework Incentive Pay Standards result in a violation of the hours of work or overtime provisions of this Agreement; and

(c) That in no event shall the application of Piecework Incentive Pay Standards result in a payment of lesser amount to the appropriate Trust Funds than would otherwise be the case for hourly compensation; and

(d) That in no event shall the application of Piecework Incentive Pay Standards diminish the role of the 46 Northern California Counties Conference Board as the exclusive collective bargaining representative of the employees covered by this Agreement; and

(e) Where an employee is paid an amount which would equal or exceed the area weekly hourly earnings at scale, the Employer shall pay a minimum of a full week's fringe benefit contributions to all Trust Funds for all straight time hours worked; and

(f) Where an employee is paid an amount equivalent to or greater than the appropriate weekly wage of the area work week, only a full work week of contributions need be paid the Trust Funds plus any actual hours of overtime worked; and

(g) Where employees are paid an amount less than the equivalent of the appropriate wage rate times the straight time hours of the area work week, the gross compensation paid such employees shall be divided by the appropriate hourly wage rate, and the quotient from that calculation shall be multiplied by the fringe benefit amounts required by this Agreement and shall be deemed the amounts owed to the Trust Funds. If the auditor determines that employees actually worked more than hours reported, additional wages may be due as well as fringe benefits.

#### ARTICLE 19 DRYWALL INFORMATION TRUST FUND

The Employers have established an industry promotion fund, known as the Drywall Information Trust Fund, to promote the use of industry products and to seek ways to benefit and enhance the industry. Signatory Employers agree to contribute to the Trust Fund an amount per hour worked by each employee as determined by the trustees of the Drywall Information Trust Fund. By execution of this Agreement, the Employer agrees to be bound by the provisions of the Northern California Drywall Information Trust Agreement, a copy of which may be obtained upon request to the Trust Fund. The Union is neither party to nor plays any role in the establishment, maintenance or administration of the Trust Fund. Upon request, Trust Fund representatives agree to meet with authorized officials of the Union for the purpose of reporting and discussing the activities of the Trust Fund to ensure that the Fund is being operated in accordance with the principles for which it has been established.

ARTICLE 20  
GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless, the remainder of this 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 parties agree that, if and when any provision of this Agreement is held or determined to be illegal or void, they will then properly enter into lawful negotiations concerning the substance of any such provision.

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 interpretations and the interpretation of each of the provisions of this Agreement are therefore intended to apply no broader than that permitted by law.

ARTICLE 21  
WORKDAY

Eight (8) hours worked between 6:00 A.M. and 5:00 P.M. shall constitute a regular day's work. All other hours worked shall be governed by Article 24 (Overtime).

Once the regular work day is established, it shall be for no less than five (5) consecutive regular work days and may be changed only by written notification from the individual employer to the appropriate District Office of the NCCRC.

Upon submission of prior written notice by the individual Employer to the appropriate District Office of the NCCRC, the regular work day may be changed to eight (8) consecutive hours (exclusive of lunch period) between 7:00 A.M. and 5:00 P.M. The regular work day may be changed to eight (8) consecutive hours (exclusive of lunch period) between the hours of 6:00 A.M. and 3:00 P.M. by written approval of the appropriate District Office of the NCCRC. Once the regular work day is changed, it shall be for no less than five (5) consecutive days and may be changed only by written notification from the individual employer to the appropriate District Office of the NCCRC.

Effective January 1, 2001, every individual Employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an individual Employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest

time for every four (4) hours worked or major fraction thereof. Rest periods shall take place at individual Employer designated areas, which may include or be limited to the employee's immediate work area.

The employer may, at his/her discretion, provide the required ten (10) minute afternoon break immediately after the thirty (30) minute meal period only in compliance with Wage Order 16.

Rest Periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or the process of work. However, the individual employer shall make-up the missed rest period within the same workday or compensate the employee for ten (10) minutes of rest time at his or her regular rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If an individual Employer fails to provide an employee a rest period in accordance with the applicable provisions of this Article, the individual Employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided.

Any employee who works more than five (5) hours without a meal period shall be paid for all work in excess of said five (5) hour period at the applicable overtime rate until the meal period is provided (such pay shall be computed by the hour and half-hour).

All work shall be computed by the day and half day as follows: Employees who start the regular workday or shift shall receive four (4) hours pay or pay for actual hours worked, whichever is greater, regardless of the reason for the inability to complete the regular workday or shift. If he voluntarily quits, the employee shall receive pay only for actual hours worked.

A Drywall/Lather shall be entitled to pickup time, which shall be ample time, but not be less than five (5) minutes at the end of each work day. The particular amount of such pickup time shall be dependant upon accessibility to the area to which the employee is assigned. The amount of pickup time shall be determined by mutual agreement at a jobsite conference between representatives of the individual employer and the Union.

## ARTICLE 22 WORK WEEK

The regular work week shall consist of forty (40) hours of work Monday through Friday.

In the event that work cannot be performed Monday through Friday or Tuesday through Friday (4 X 10 workweek) because of inclement weather or major mechanical

breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rate. In the event that work cannot be performed Monday through Thursday (4 X 10 work week) because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Friday and shall be paid at the applicable straight time rate.

As a courtesy, the Individual Employer shall advise the appropriate District Office of the NCCRC whenever it intends to implement the Saturday (or Friday for a 4 X 10 Monday through Thursday work week) make-up day. (The NCCRC District Office phone numbers are as follows: Northern (916) 641-1041, Southern (408) 445-3000, and Central (510) 568-4788.)

Four (4) by Ten (10) Workweek (4 x 10): An individual employer may establish a workweek of four (4) consecutive days of ten (10) consecutive hours, Monday through Thursday or Tuesday through Friday, provided the appropriate District Office of the NCCRC is notified in advance. Applicable overtime rates shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. After twelve (12) hours, double time shall be paid. In the event two (2) shifts are employed, nine and one-half (9-1/2) 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. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 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.

#### ARTICLE 23 HOLIDAYS

The following are nationally recognized holidays covered by this Agreement: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

The following four (4) days of each year are designated off/collectively bargained holidays:

2007: Friday, May 25th; Friday, August 31st;  
Monday, December 24th; Monday, December 31st

2008: Friday, February 15th; Friday, May 23rd;  
Friday, August 29th; Friday, December 26th.

2009: Friday, January 2<sup>nd</sup>; Friday, February 13<sup>th</sup>;  
Friday, May 22<sup>nd</sup>; Friday, September 4<sup>th</sup>



2010: Friday, February 12<sup>th</sup>; Friday, May 28<sup>th</sup>;  
Friday, July 2<sup>nd</sup>; Friday, September 3<sup>rd</sup>

2011: Friday, February 18<sup>th</sup>; Friday, May 27<sup>th</sup>;  
Friday, July 1<sup>st</sup>; Friday, September 2<sup>nd</sup>

2012: Friday, May 25<sup>th</sup>; Friday, August 31<sup>st</sup>;  
Monday, December 24<sup>th</sup>; Monday, December 31<sup>st</sup>

The four designated off/collectively bargained holidays shall be governed by Article 24 "Overtime."

#### ARTICLE 24 OVERTIME

Overtime shall not be worked unless an emergency exists and unless the contractor obtains an overtime work permit from the Union having jurisdiction over such work. Overtime permits must be posted on the job in advance of beginning work on an overtime basis.

A verbal overtime permit, followed by a FAX or telegram to the Field Representative that issued the verbal permit, will be allowed when time will not permit an Employer or his Field Representative to pick up an overtime permit from the union hall.

On all work covered by this Agreement, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on designated off/collectively bargained holidays and/or Saturdays. All other time shall be paid at double the straight-time rate.

All time worked on Saturday, Sunday, and holidays shall require a written permit from the Union to be posted on the job and shall only be issued for a minimum of eight (8) hours work, and shall be paid at the applicable overtime rate.

#### ARTICLE 25 SHIFT WORK

Shift work can only be established upon prior notice from the individual Employer to the Union and shall be performed as follows:

Except as provided below, where multiple shifts are worked, if the individual Employer elects to work the day shift between the hours of 6:00 A.M. and 5:30 P.M., that shift shall work eight (8) hours and for such work they shall be paid the regular straight-time rate for eight (8) hours; the second shift shall work seven and one-half (7-1/2) hours,

and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight-time pay. No multiple shifts shall be established or started for less than three (3) consecutive work days.

On tenant improvement or renovation projects in occupied buildings with a total contract value of five (5) million dollars or less, the individual Employer may perform multiple shift operations on the basis of eight (8) hours pay for eight (8) hours worked on all shifts at the regular straight-time rate.

Overtime rates shall be paid for all hours worked on the second or third shift if less than three (3) consecutive days are worked. The provisions of this Article with regard to rates of pay for shift work shall apply solely to the portion of the job which requires shift operations.

When it is a condition of securing the work, a special single shift may be established that will be for no less than three (3) consecutive days, for off hours between Monday and Friday, and will allow for eight (8) hours pay for eight (8) hours work. Work in excess of eight (8) hours per day shall be subject to the overtime provisions of this Agreement.

All work in excess of eight (8) hours on Saturday and all work on Sundays and holidays shall be double time.

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contributions shall be computed at the rate of time and one-half or double the required rate of payments or contributions per hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing overtime either under this Agreement, the Fair Labor Standards Act, the Walsh-Healy Act, or any other law.

On shift work (a) workers working a shift who come off work on Saturday morning at 8:00 A.M. to be considered working Friday; (b) workers working a shift who come off work on Sunday morning at 8:00 A.M. are to be considered working Saturday; and (c) workers working a shift who come off work on a Monday morning at 8:00 A.M. are to be considered working Sunday.

All regularly scheduled shift work performed on Saturday, Sunday, and holidays shall be in accordance with the overtime rates herein specified. All such work shall be performed under the terms and conditions of Article 25 as to hours worked and rate of pay.

ARTICLE 26  
SHOW UP TIME  
TERMINATION PAY AND DISCHARGE

Other than on the first day of dispatch, in which case two (2) hours shall apply, men who report for work for whom no employment is provided shall be entitled to four(4) hours pay, except where bad weather conditions beyond the control of the individual Employer prevents employment. Payments or contributions to each of the Trust Funds provided for in this Agreement shall be made with respect to payments required by this Article.

Except as hereinafter provided, carpenters or lathers who start work, but are discharged between the hours of 8:00 A.M. and 12:00 noon, shall receive four (4) hours pay. Carpenters or lathers starting work at 8:00 A.M. who are discharged between the hours of 12:00 noon and 4:30 P.M. shall receive pay only for hours worked.

Employees discharged on the first day of employment for inefficiency, insubordination, or intoxication, or under the influence of drugs, or willful disregard of safety rules shall receive pay only for hours worked. Employee's who voluntarily quit shall receive pay only for the hours worked.

**DISCHARGED EMPLOYEE:** Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular work day to assemble their tools in addition to the normal pickup time prevailing on the job.

After forty (40) hours of employment, the individual Employer may discharge any employee for just cause only. Just cause is subject to Article 9, (Grievance Procedure) the grievance and arbitration provision of this Agreement. The individual Employer during the first forty (40) hours of employment may reject or discharge any employee for any reason. Discharge for cause shall be in writing to the employee.

These employees laid off or discharged shall be paid in full at the time of layoff or discharge. The employee shall collect waiting time from the time of layoff or discharge until all monies due are collected. (For matters of computation, his/her pay status shall continue for each calendar day until pay is received; provided, however, that not more than eight (8) hours pay shall be charged for any calendar day. Waiting time shall not exceed thirty (30) calendar days.) This Article does not preclude the right of any person to seek any legal remedy available.

Any employee under normal circumstances except as otherwise provided herein shall be required to put in a full eight (8) hour day unless laid off or told to leave the job by his employer, in which case he shall be paid in accordance with this Article.

## ARTICLE 27 PAYMENT OF WAGES

All wages due workers must be paid weekly on the designated day by the Employer on the job site prior to the end of the shift. Each worker shall be furnished with a detachable check stub showing the Employer's name and address, the worker's name and/or Social Security number, total straight time hours, total overtime hours, total expense reimbursements, the payroll period for which the check is applicable, and all deductions. The Employer shall maintain an adequate time record identifying the individual worker and setting forth a daily record of hours worked by each such worker. The worker will not be required to sign a waiver of lien to receive his/her current wages. Except for delays in delivery of paychecks beyond the control of the Employer, a worker not receiving wages on a designated pay day shall receive straight-time wages for waiting time for all days at eight (8) hours per day regardless of the day of the week in addition to his regular wages for hours worked. No workers or applicants for employment shall be required to sign or fill out any form, document, or questionnaire pertaining to medical history or medical condition as a condition of obtaining or retaining employment. Employees that are required to drive a company vehicle may be requested to provide a driving record as a condition of obtaining or retaining employment. Employees that are required to drive a company vehicle may be required to provide a driving record as a condition of obtaining or retaining employment.

After the first known payroll check has not properly cleared the bank, the Union may demand that all future payments of wages shall be made by certified check or cash. In either case, the accompanying payroll records shall be included. The Union has the obligation to notify the California Drywall/Lathing Industry Labor-Management Cooperation Committee, Inc., or its successor, as well as all other Trust Funds of the names of any contractor whose payroll checks are not honored by his/her bank.

An individual employer may pay employees utilizing direct deposit, as provided under California law. Payment by direct deposit shall be at the employee's option and not as a condition of employment. Late deposits shall be subject to Section 31 (Payment of Wages), paragraph 3 as set forth in the Master Agreement. Final compensation shall be paid by check.

Good cause appearing, a Union representative or his/her agent shall have the right to examine the payroll records of an Employer on reasonable notice for the purpose of investigating compliance with the terms of this Agreement.

## ARTICLE 28 PARKING

In the event free parking facilities are not available within 1320 feet (measured by most direct route on a dedicated vehicular public thoroughfare) of a job site, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it

is necessary to use public facilities, the individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost hereof such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier.

## ARTICLE 29 TOOLS AND EQUIPMENT

Employees shall furnish their own tools but shall not furnish, rent, or lease: ladders, scaffolds, electric or battery powered drills or screw guns, roto-zips or routers, lasers of any kind, automotive equipment to be used for the purpose of hauling or delivering individual Employer's material or equipment, or any kind of power operated machines or saws. The employer shall furnish screw gun tips and shafts as well as bits for routers. Each employee shall arrive on the job with tools in proper condition. To implement this Article, the individual employee shall provide a tool box with a lock.

When the individual Employer shall provide a reasonably secure place for his employees to keep their tools and the individual employee's full kit of working tools is lost by reason of fire or theft while in the individual Employer's care, the individual Employer shall reimburse the employee for such loss up to a maximum of \$750.00. Within two (2) working days from the date of the claim for loss of tools as provided herein, the individual Employer shall acknowledge liability therefore or reject the claim.

Failure on the part of the individual Employer to comply with the provisions hereof shall be referred to the Joint Adjustment Board.

Employee's vehicles shall not be used for transportation of materials or tools owned by or subject to the control of the Employer exceeding 100 pounds.

## ARTICLE 30 TRAVEL AND SUBSISTENCE

1. On all work covered by this Agreement, as described in this Article, the following shall apply effective July 1, 2000. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2000.

(a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

Eureka	Santa Rosa
Monterey	Visalia
Fresno	Redding
Kings Beach	South Lake Tahoe
Auburn	Chico
Cloverdale	Woodland
Oakland	Jackson

Manteca      San Jose  
Merced        Willits

(b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of twenty-five dollars (\$25.00) per day. The individual employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.

(c) The area known as Geysers is a ten dollar (\$10.00) subsistence zone.

(d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

2. Exemption to the requirement for payment of subsistence: The individual employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:

(a) At the individual employer's permanent yard;

(b) At the individual employer's permanent shop;

(c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;

(d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area. This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.

4. The individual employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.

5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the job site.

6. If an employee is transported by the individual employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the

same permanent yard or shop in a free zone, all on the same day, on the individual employer's time, he/she shall not receive subsistence.

7. Both parties agree to meet and confer relative to subsistence where extremely adverse conditions exist with respect to job site access. Any employee may refuse, without penalty, work requiring an overnight stay.

### ARTICLE 31 HANDICAPPED WORKERS

A person who is incapacitated by age, physical or mental handicap, temporary disabilities, or other infirmities may be employed at an hourly wage rate below the minimum established for this Agreement provided he/she shall have first obtained written permission from the Union, and the rate set shall be subject to the approval of the Union.

### ARTICLE 32 STOCKING, SCRAPPING AND CLEAN-UP

It shall not be a violation of Article 1 (Work and Area Covered) and Article 2 (Subcontracting) of this Agreement for a contractor to purchase materials on the basis of a price which includes the transportation and stocking from a manufacturer, distributor, or dealer.

This shall not be interpreted to mean that a direct relationship between the Employer and the stocking contractor shall be exempt from this Article.

The rate for stockers, scrappers, clean-up men, truck and forklift drivers shall be as follows:

50% of journeyman rate plus Health and Welfare, Vacation and Work Fee (Supplemental Dues) contributions only:

One (1) probationary stocker-scrapper may be hired when an employer has a stocker-scrapper employed. The probationary stocker-scrapper rate shall be 40% of the applicable journeyman rate plus health and welfare contributions only for a probationary period of six (6) months after which the employee will be advanced to stocker-scrapper status. The probationary stocker-scrapper must work under the supervision of a stocker-scrapper. An Employer may hire an additional probationary stocker-scrapper for the next two (2) stocker-scrappers on his payroll or for each two (2) thereafter.

Senior Stocker/ Scrapper: The rate for a Stocker/ Scrapper who has been employed by the same contractor for 2000 hours (consecutively or cumulatively) shall become 50% of Journeyman rate plus Health and Welfare, Vacation, Work Fee and Annuity.

Stocker-scrappers and/or probationary stocker-scrappers' job duties shall include the placing of materials on job sites or at the shop, moving of materials at job sites,

removing scrap construction materials from job sites, disposal of scrap construction materials, scraping of floors, driving scrap truck to or from the shop or disposal sites, and doing general clean-up work at job sites. Stocker-scrappers shall at no time wear or use any tools of the trade including, but not limited to, tool belts, pouches, screw guns, snips of any kind, saws of any kind, routers, power actuated tools, drywall knives, t-squares, plumb bobs, chalk lines, hammers, hatchets, or measuring tapes. The only exception to the use of a tool would be the use of a knife, snips, or nippers to facilitate the opening of bundles or cartons of materials to be placed on the job site. They shall not do any type of construction work that is traditionally done by drywall/lathers and/or apprentice drywall/lathers.

Any employee transferring from the Stocker/Scrapper and Clean-up classification into the Drywall/Lather Apprenticeship Program as described in Article 13 (Drywall and Lather Apprentice Program) of this Agreement shall not suffer a loss of any wages or fringe benefits in the transfer.

**ARTICLE 33  
WAGE AND FRINGE BENEFIT RATES**

The following shall be the classification and minimum hourly rates during the term of this Agreement for the effective dates noted and in the areas listed.

**Area 1:** Counties of: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma

Effective:	8-01-07
Journeyman	\$33.25
Scrapper-Stocker 50%	\$16.63
Probationary Scrapper-Stocker 40%	\$13.30

**Area 2:** Counties of: Monterey, San Benito and Santa Cruz

Effective:	8-01-07
Journeyman	\$27.37
Scrapper-Stocker 50%	\$13.69
Probationary Scrapper-Stocker 40%	\$10.95

**Area 3:** Counties of: Sacramento, Yolo, San Joaquin, Western Placer\*\* and Western El Dorado\*\*

Effective:	8-01-07
Journeyman	\$26.52



Scrapper-Stocker 50%	\$13.26
Probationary Scrapper-Stocker 40%	\$10.61

**Area 4:** Counties of: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado\*\*, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer\*\*, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba

Effective: 8-01-07

Journeyman	\$26.52
Scrapper-Stocker 50%	\$13.26
Probationary Scrapper-Stocker 40%	\$10.61

\*\* Western Placer County includes territory West of and including Highway 49. Western El Dorado County includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

Probationary Stocker/Scrapper shall receive Health and Welfare only the first six (6) months and is then advanced to the Stocker/Scrapper contribution.

\*Two cents (\$.02) of the six cents (\$.06) UBC Health & Safety Fund is allocated from the ninety-seven cents (\$.97) Work Fee outlined above (employer portion is \$.04)

**D. Future Wage and/or Fringe Benefit Considerations: (2007-2012)**

Effective: 7/1/07

A \$2.245 per hour increase in fringe benefits and wages to be allocated in all areas as follows:

- \$1.00 to be allocated to wages
- \$.995 to be allocated to Health and Welfare and up to \$0.25 additional, if necessary\*
- \$0.20 to be allocated to Pension
- \$0.05 to be allocated to Vacation

\* If needed to maintain existing benefits, as determined by the Trustees, an additional matching amount of up to \$0.25 shall be contributed by employees.

Effective: 8/1/07

\$1.00 shall be allocated to wages.

July 1/ August 1, 2008

A \$2.80 per hour increase in fringe benefits and wages to be allocated in all areas as follows:

Effective: 7/1/08

\$.50 to be allocated to Health and Welfare

\$.50 to be allocated to Pension/\$.25 to be allocated to Senior S/S Pension

\$.25 to be allocated to Vacation

\$.05 to be allocated to Training

Effective: 8/1/08

\$1.50 shall be allocated to wages.

Effective: 1/1/09

\$.45 to be allocated to wages in Area 3

July 1/ August 1, 2009

A \$2.90 per hour increase in fringe benefits and wages to be allocated in all areas as follows:

Effective: 7/1/09

\$.50 to be allocated to Health and Welfare

\$.50 to be allocated to Pension/\$.25 to be allocated to Senior S/S Pension

\$.05 to be allocated to Vacation

\$.05 to be allocated to Training

\$.05 to be allocated to Annuity

Effective: 8/1/09

\$1.75 shall be allocated to wages.

Effective: 1/1/10

\$.45 to be allocated to wages in Area 3

July 1/August 1, 2010

A \$3.10 per hour increase in fringe benefits and wages to be allocated in all areas as follows:

Effective: 7/1/10

\$ .50 to be allocated to Health and Welfare  
\$ .50 to be allocated to Pension/\$ .25 to be allocated to Senior S/S Pension  
\$ .10 to be allocated to Vacation  
\$ .05 to be allocated to Training  
\$ .10 to be allocated to Annuity

Effective: 8/1/10

\$1.85 shall be allocated to wages.

Effective: 1/1/11

\$ .45 to be allocated to wages in Area 3

July 1/ August 1, 2011

A \$3.20 per hour increase in fringe benefits and wages to be allocated in all areas as follows:

Effective: 7/1/11

\$ .50 to be allocated to Health and Welfare  
\$ .50 to be allocated to Pension/\$ .25 to be allocated to Senior S/S Pension  
\$ .05 to be allocated to Vacation  
\$ .05 to be allocated to Training  
\$ .10 to be allocated to Annuity

Effective: 8/1/11

\$2.00 shall be allocated to wages.

Employers that elect not to extend their agreement with the Union in 2011 shall be required to contribute an additional \$0.50 per hour to the Building Industry Trust Fund.

The Union Reserves the right to allocate wages and future benefit amounts during the term of the agreement, excluding the numbers pre allocated Health and Welfare amounts.

Foreman: If the Individual Employer determines to use any foreman, they shall be paid ten percent (10%) above the appropriate journeyman's wage rate. The individual Employer shall have the input to determine in his sole and unlimited discretion the need for any number of foremen.

ARTICLE 34  
DRYWALL/LATHER APPRENTICESHIP  
WAGE RATES & FRINGE BENEFITS

Drywall and Lather Apprentices: A four (4) year apprenticeship program shall be established for the 46 Northern California Counties.

The wage rates for apprentices are the following percentages of the applicable Journeyman classification in the appropriate geographical area.

First Period 0 to 6 months .....60%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training
Second Period 7 to 12 months .....65%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation
Third Period 13 to 18 months.....70%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity
Fourth Period 19 to 24 months.....75%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity
Fifth Period 25 to 30 months.....80%	Full Fringes

Sixth Period  
31 to 36 months.....85% Full Fringes

Seventh Period  
37 to 42 months.....90% Full Fringes

Eighth Period  
43 to 48 months.....95% Full Fringes

Apprentices are to be paid by the hourly rate only. Employers paying apprentices by any form of piece rates will be in violation of this Agreement.

An individual Employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeymen regularly employed by him/her and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him/her. The first apprentice may not be employed until at least two (2) journeymen are regularly employed by the individual Employer. Subject to applicable law, the parties shall use their best efforts to employ apprentices.

ARTICLE 35  
PIECEWORK SCHEDULES  
(DRYWALL ONLY)

Effective: 8/1/07

	Area 1	Area 2	Area 3	Area 4
1. Base piece rate for 1/2 drywall	\$.145	\$.122	\$.118	\$.118
Base piece rate for 5/8" drywall	\$.161	\$.135	\$.131	\$.131

2. When a piecework system of wage payment is used, all of the terms, conditions, and provisions of Article 18 (Piecework Incentive Standards) of this Agreement shall apply together with all of the terms, conditions, and provisions of this Article.

3. It is further agreed that a piecework schedule card (referred to as Schedule "A") will be printed to reflect the amendments made by this Agreement, and said Schedule "A" card shall be made a part of this Agreement.

4. It is further agreed that said Schedule may be adjusted by the Committee pursuant to this Article. The parties hereto shall form a committee composed of equal numbers of representatives of the Carpenters 46 Northern California Counties Conference Board and the Northern California Drywall Contractors Association. Said committee shall meet a minimum of once every two (2) months, on a specified day of the month, mutually agreed upon by the parties, to review the piecework schedule and to make adjustments in said schedule from time to time as such may be determined by the committee.

No adjustments in the piecework schedule shall be effective until reduced to writing and mailed to all signatory Employers.

Any dispute or grievance in connection with these piecework standards shall be submitted to the Board of Adjustment under Article 9 (Grievance Procedure) of this Agreement.

5. When an employee is required to return to a unit to finish additional work because the unit was stocked short or scaffolding is unavailable, he/she will be paid at the prevailing hourly rate. The worker shall have the responsibility to count the wallboard in the unit prior to beginning work.

#### ARTICLE 36 NAIL-ON LATHING ADDENDUM

The parties acknowledge that "46 Counties Nail-On Lathing Addendum" previously negotiated and executed effective August 1, 1983, shall be incorporated herein by reference, and copies of said Addendum shall be made available to Employers performing work covered by said Addendum.

The parties further agree that no signatory to the Drywall/Lathing Master Agreement or the "Nail-On Lathing Addendum" shall change the wages and terms of said Addendum without prior approval of the Carpenters 46 Northern California Counties Conference Board and the Northern California Drywall Contractors Association.

#### ARTICLE 37 WORK PRESERVATION COMMITTEE

The parties agree that all Employers bound to this Agreement will have full access to the Carpenters Work Preservation Committee as established by the Carpenters 46 Northern California Counties Master Agreement. This committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve such changes as it deems to be in the best interest of the parties of the Carpenters Master Agreement for Northern California.

All rules and procedures as defined in Section 2-A of the 46 Northern California Counties Carpenters Master Agreement, as established and/or amended by the Carpenters Work Preservation Committee, are binding upon each and every individual employer bound to this Agreement.

ARTICLE 38  
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the 1st day of August, 2007 through the 31st day of July 2012, and shall continue thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 31st of July, 2012 or not more than ninety (90) days nor less than sixty (60) days prior to the 31st of July of any subsequent year in which the Master Agreement may terminate serves written notice on the other of it's desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

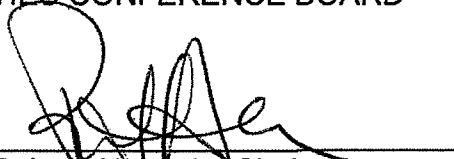
Negotiations upon proposed modifications or amendments pursuant to proper notice shall begin, unless extended by mutual agreement, not later than June 15, 2012, or no later than June of any subsequent yearly period, and continue until agreement is reached; provided, however, if no agreement is reached by August 1, 2012, or by August 1 of any subsequent yearly period, the representatives of either party acting on their own behalf may thereafter give written notice of intention to terminate this Agreement. Regardless of the giving of such notice of intention to terminate, the parties shall continue to negotiate until agreement is reached or until the Agreement has been terminated by giving written notice of final termination, and the Agreement shall be deemed terminated on the date specified in such written notice of final termination.

In WITNESS WHEREOF, the parties hereto have executed this document this 9<sup>th</sup> Day of July, 2007 in Oakland, California.


CARPENTERS 46 NORTHERN CALIFORNIA  
COUNTIES CONFERENCE BOARD

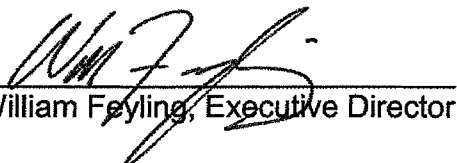
On behalf of:  
Northern California Carpenters Regional Council (NCCRC)  
and it's affiliated local Unions.

CARPENTERS 46 NORTHERN CALIFORNIA  
COUNTIES CONFERENCE BOARD

By   
Robert Alvarado, Chairman

NORTHERN CALIFORNIA DRYWALL  
CONTRACTORS ASSOCIATION

By   
Chris Urling

By   
William Feyling, Executive Director









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**AGC/CEMENT MASONS**

**MASTER LABOR AGREEMENT**

**2009-2013**

THIS AGREEMENT, made and entered into June 16, 2009, modifying and changing the Cement Masons' Master Agreement dated June 15, 2005, between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. (AGC), hereinafter referred to as Collective Bargaining representative of Employer, and the DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS' OF NORTHERN CALIFORNIA, herein and after referred to as the Union.

WITNESSETH:

**Section 1      General Provisions**

**A.      Definitions**

- (1) The term "Employer" as used herein shall refer to the Associated General Contractors of California, Inc.
- (2) The term "Individual Employer" as used herein shall refer to any person, firm, or entity including registered Joint Ventures who have authorized or subsequently authorize the Employer to represent them with respect to collective bargaining with the District Council of Plasterers' and Cement Masons' of Northern California.
- (3) The term "Employee" as used herein shall refer to a journey person Cement Mason, who is herein defined as an Employee who is qualified by experience and ability to perform Cement Masons' work, and to any apprentice Cement Mason, who is herein defined as an Employee undergoing a system or course of training in Cement Mason work.
- (4) The term "Local Union" as used herein shall, as the context requires, refer to one of the following local unions of the Operative Plasterers' and Cement Masons' of Northern California:

**Local Union No. 300, Area Offices 188, 337, 355, 429, 580, 583, 594, and 825**

**Local Union No. 400, Area Offices: Sacramento Main Office, San Jose, Vallejo, Stockton, and Chico/Redding**

- (5) This Agreement shall apply to any Employee who performs work falling within the presently recognized jurisdiction of those local unions affiliated with the District Council of Plasterers' and Cement Masons' of Northern California which District Council is affiliated with the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.
- (6) This Agreement shall apply to Northern California which term is intended to mean that portion of the State of California above the Northern Boundary of Kern County, the Northern Boundary of San Luis Obispo County and the Westerly Boundaries of



Inyo and Mono Counties, consisting of the following forty-six (46) Counties: Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, 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.

**B. Coverage and Description of Cement Masons' Work**

This Agreement shall cover all work coming within the recognized jurisdiction of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.

Work shall be assigned in accordance with the terms of this Agreement. The Individual Employer shall, in his sole and unlimited discretion, determine the need for and number of Employees necessary to perform any work covered hereby.

Without limiting the scope of the work covered hereby, it is agreed that Cement Masons' work shall include but shall not be limited to all the following construction work:

- (1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition or improvement in whole or in part of any building structure.
- (2) All heavy highway and engineering construction, including but not limited to the construction, improvement modifications and demolition of all or part of any streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, wharves, docks, break-waters or rip-rap stone, or operation incidental to such heavy construction work.

Subject to the foregoing provision of this Section and to the provisions of Section 6 of this Agreement, the work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons' trade are used or required:

Setting concrete forms and perimeter forms, including catch basin structures and drain inlets, curb forms and planks, setting of lines, stakes and grades, setting screeds, which includes screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cover or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines, troweling machines, floating machines, powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.

Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices which are beneficial to the construction of or with concrete or related products.

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The foregoing shall apply to temporary yards established off the jobsite, to service a particular job, for the duration of that job.

**C. Subcontracting**

For jobs bid on or after July 1, 1980, the following provisions apply:

- (1) The term "Subcontractor" means any person, corporation, or other entity, other than an Employee covered by this Agreement, who agrees, orally, or in writing, to perform for, or on behalf of, the Individual Employer, any part or portion of the work covered by this Agreement.
- (2) The terms and conditions of this Agreement, insofar as it affects the Individual Employer, shall, as specified below, be applied to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any work covered by this Agreement to be performed at the jobsite or job-yard, and said subcontractor with respect to such work shall be considered an Individual Employer covered by this Agreement.
  - (a) The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Individual Employer elect to subcontract, the Individual Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the Individual 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 statute, rule, regulation or law.
- (3) If an Individual Employer shall subcontract work herein defined, such subcontract shall be in writing and shall state that such subcontractor agrees to comply with all the terms and provisions of this Agreement including wage rates and fringe benefits. In event of a dispute on a delinquency in payments as required in Section 8A, B, C, or D, and E or an alleged violation of any other agreement, the dispute shall be submitted to a Board of Adjustment on demand.
- (4) An Individual 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 8A, B, C, D, and E except as provided in Paragraph (5) below. A copy of the subcontract or the binding clause shall be submitted to the Union on demand.
- (5) The Individual 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 contract, or prior to commencement of work by the subcontractor, and shall specify the name and address of the subcontractor. Notice at a pre job conference as set forth in Section 7H shall be written notice under this provision provided that such notice is accurate and complete.

- (a) If thereafter the Union or an appropriate Local Union thereof should make demand in writing for exercise of this Section 1C(5)(a), the Individual Employer will require that any subcontractor of the Individual Employer specified in the demand will, if he has not already done so, post a surety bond in the amount of fifteen thousand dollars (\$15,000) to cover payment of wages and contributions to the Trust Funds specified in this Agreement in Section 8A, B, C, D, and E. Failure of the Individual Employer to comply with Section 1C(5)(a) will make the Individual Employer liable for the delinquencies of the subcontractor in conformance with Section 1C(5)(b) following.
- (b) 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 within ten (10) days of knowledge of delinquency to the Individual Employer and to the subcontractor. If written notice within ten (10) days of knowledge of delinquency is received, the Individual Employer shall pay and satisfy the amount of any such delinquency by such subcontractor occurring on the Individual Employer's specific construction project within seventy-five (75) days prior to the receipt of said notice from the Union, and said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such subcontractor.
- (6) If the Individual Employer fails to give written notice as required in Paragraph (5) above he shall, until such time as notice is given, assume liability for any violation by the subcontractor of the terms and conditions of this Agreement as may be determined pursuant to the provisions of Section 5 provided, however, these provisions notwithstanding the Individual Employer shall not be liable for contract violations other than those set forth in Paragraph (5)(b) by the subcontractor if such subcontractor is signatory to an agreement with the Union.
- (7) Regardless of anything in this Section 1C to the contrary, if any Local Union having knowledge of the delinquency continues to dispatch men to any subcontractor of an Individual Employer when such subcontractor is delinquent in the payment of any wages or fringes and the subcontractor has failed to post a surety bond required in Section 1C(5) (a), then the Individual Employer shall not be liable for any such delinquencies.
- (8) If any Employee covered by this Agreement knowingly cooperates with any Individual Employer to defeat the payment of wages and fringe benefits as required by this Agreement, said Employee will be liable for such penalties as may be determined by the Board of Adjustment as outlined in Section 5.
- (9) It is the intent of the parties hereto that the provisions of this subcontracting clause be applied only to the extent permitted by law.
- (10) Notwithstanding any provision of this Agreement to the contrary, the provisions of this subcontracting clause shall not be enforced by strike or job action.
- (11) The above provisions notwithstanding, in the event an Individual Employer subcontracts work covered by this Agreement to a subcontractor who is not signatory to this Agreement or an appropriate agreement with the Union, the Individual Employer shall assume an additional responsibility as follows:

If the subcontractor shall be found in violation of the Hiring provisions of this Agreement, pursuant to Section 5 and the Union is unable to collect the liability determined to be owing for such violation from the subcontractor, the Individual Employer shall then become liable for the payment of such liability. The total of this liability shall be for no more than five (5) days' violation or the total of the subcontractor's retention, whichever is greater.

**D. Trust Fund Delinquencies**

If any Individual Employer becomes delinquent by three (3) months in making the fringe benefit payments set forth in Section 8, of this labor agreement, that Individual Employer shall be notified by certified mail by the Administrator of the Trusts or Trusts applicable to it's extended delinquency and the provisions of this Section of the labor agreement. Copies of this notice shall also be sent to the Union in addition to the Individual Employer.

Such delinquent Individual Employer shall reply in writing to the Trustees of the applicable Trusts (in care of the Trust Administrator) within ten calendar (10) days of the receipt of such notice with the reasons why a Surety Bond equal to a monetary sum of two (2.0x) times the amount of the then outstanding total trust funds delinquencies should not be required of the Individual Employer as a condition of the terms of this Agreement. Upon review, at the sole discretion of the Trustees of the applicable Trusts, the Trustees may require a Surety Bond be posted by the delinquent Individual Employer. This posted Surety Bond is not in any way to be construed as in lieu of any then current delinquencies payments required under this Agreement at the time of the requirement to post such bond. Its purpose is solely to ensure to the payments of any future delinquencies which may be accrued by the respective Individual Employer and the actions of the Trustees shall not be subject the grievance procedures in this Agreement.

All such bonds shall be deposited with the Administrator and shall be in a form acceptable by the Administrator of the various Trusts, and provided in a timely period as determined by the Trustees of the applicable Trusts.

If the Surety Bond is drawn upon to make any future fringe payments required under Section 8, the monies shall be pro-rated among the amounts owed by such Individual 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 Apprenticeship Trusts.

If a delinquent Individual Employer fails to respond either to the: (1) required written response or; (2) to the demand for a Bond as determined by the Trustees in the required timely period, the Local Union after receiving written notice from the Board of Trustees of this continuing delinquency 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 4 (No Cessation of Work) of this Agreement.

Any employees so withdrawn or refusing to perform any work for the Individual Employer 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 for the Individual Employer.

Whenever any Individual Employer covered by the 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 Individual Employer or places where said Individual Employer is performing work.

## **Section 2 Bargaining Representatives**

### **A. Union's Recognition of Collective Bargaining Representative of Employer**

The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of the Employer includes in its membership a majority of the Individual Employers in the highway, general building and heavy construction industry and said Individual Employers are performing the greater percentage of work therein. By reason of such facts, the Union hereby recognizes that the Collective Bargaining Representative of the Employer, as herein above referred to, is the Collective Bargaining Representative for all Individual Employers who authorize the Employer to represent them with respect to Collective Bargaining with the District Council of Plasterers' and Cement Masons' of Northern California. A list of said Individual Employers shall be furnished to the Union at the commencement of negotiations and the Employer shall furnish the Union with a complete monthly report of any additions and deletions to the list of Individual Employers represented by the Employer.

### **B. Employer's Recognition of Unions as Bargaining Agents**

The Employer hereby unequivocally recognizes the Union as the sole and exclusive representative of those Employees of members of the Individual Employers covered by this Agreement, it being specifically agreed that the Union has shown evidence of its support by a majority of covered Employees working for each of the covered Individual Employers under this Agreement for collective bargaining purposes and that this recognition may be deemed to be an agreement governed by Section 9(a) of the National Labor Relations Act as amended.

## **Section 3 Union Security and Hiring**

### **A. Union Security**

- (1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an 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 other person covered by this Agreement and employed to perform work covered by this Agreement 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 performing work, on or after the expiration of eight (8) continuous or accumulative days of employment on such work with any Individual Employer following the beginning of such employment, or the effective date of this Subsection 3A, whichever is later. Membership in any such Local Union shall be available to any such person on the same terms and conditions as 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



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this Subsection, the Collective Bargaining Representative of Employer and the Union will promptly enter into negotiations with regard to such subject.

- (2) Upon written notice from the Union or Local Union stating all pertinent facts that show an Employee's noncompliance with this Subsection 3A, the Individual Employer shall be required to discharge that Employee within twenty-four (24) hours.

**B. Employment**

- (1) The Local Unions shall establish and maintain open and nondiscriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to use such list. It is mutually agreed by the Employer and the Union to fully comply with all the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order #11246 and California Fair Employment Practices Act, to the end that no person shall on the grounds of sex, race, color 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. Pursuant to Title 7 of the Civil Rights Act of 1964, Executive Order #11246 and directives as issued by the Office of Federal Contract Compliance, the Individual Employer may request necessary workers to enable the Individual Employer to comply with the above mentioned laws and directives.

Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender in all situations where they so apply.

- (2) The Individual Employer shall first call upon the appropriate Local Union having work and area jurisdiction for all such men as he or it may from time to time need, and such Local Union shall furnish the Individual Employer the required number of competent workmen and skilled mechanics of the classifications needed by the Individual Employer, in accordance with the provisions of this Subsection 3B, if available.
- (3) It shall be the responsibility of the Individual Employer when ordering men to give the appropriate Local Union all of the pertinent information regarding the workmen's employment.
- (4) The appropriate Local Union shall furnish in accordance with the request of the Individual Employer such competent workmen and skilled mechanics, if available, of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral to jobs on a nondiscriminatory basis.
  - (a) Workmen specifically requested by name, who have been laid off or terminated in the geographic area of the appropriate Local Union having work and area jurisdiction within one (1) year before such request by a requesting Individual Employer or Individual Employer members of a registered joint venture now desiring to re-employ the same workmen in the same area, provided they are available for employment. Such request shall be confirmed in writing within twenty-four (24) hours after the request is made.

- (b) Workmen who, within the two (2) years immediately before the Individual Employer's order for men, have performed work of the type covered by this Agreement in the geographic area of the Agreement as defined in Section 1, provided such workmen are available for employment.
  - (c) Workmen whose names are entered on said lists and who are available for employment.
- (5) When ordering workmen of the skills required the Individual Employer will give notice to the appropriate 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 ½) hours, if possible, before the required reporting time. In the event that forty-eight (48) hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Local Union shall not furnish such workmen, the Individual Employer may procure workmen from any source. If workmen are so employed, the Individual Employer shall promptly report in writing to the appropriate Local Union having work and area jurisdiction, each such workman by name. In emergency cases workmen may be dispatched other than at such dispatching time.
- (6) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for any reason. No applicant for employment will be required to sign a medical statement as a condition of employment. The Individual Employer may discharge any Employee for any cause which he or it may deem sufficient, provided there shall be no discrimination on the part of the Individual Employer against any Employee for activities on behalf of, or representation of the Union, not interfering with the proper performance of his duties. Whenever an Individual Employer discharges an Employee, he shall submit a written notice to the Employee stating the reason for the discharge.
- (7) The Individual Employer shall be the sole judge of the qualifications of all his Employees and may upon such grounds discharge any of them. No Employee may be discharged without "just cause". In the event of discharge without "just cause", the Employee may 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 5 hereof. An individual who is rejected or discharged for cause by the Individual Employer, including, but not limited to drug and alcohol pre-employment testing, shall not be referred to such Individual Employer for a period of one (1) year from the date of rejection or discharge.
- (8) Any individual desiring employment in a particular area shall register at the appropriate Local Union office by appearing personally and shall indicate his name, address, telephone number, Social Security Account Number, qualifications, type of work desired and the date of such registration.
- (9) Available for employment shall mean: all individuals eligible for referral shall be present at the appropriate Local Union office during dispatching hours; however, they may be present at a location where they can be reached by telephone if they live in a remote area, or, due to extenuating circumstances, cannot be personally present.
- (10) Dispatching hours shall be from 7:00 a.m. to 9:00 a.m. daily (Saturday, Sunday and recognized holidays excluded).

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- (11) Each individual, upon being referred, shall receive a referral slip to be transmitted to the Individual Employer representative at the jobsite, indicating his name, address and Social Security Account Number, type of job, date of proposed employment, applicable wage rate, date of referral and the time of day dispatched from the union hall.
- (12) To insure the maintenance of a current registration list all individuals who do not re-register within one (1) week of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this Section they shall maintain their previous positions on such list.
- (13) Persons shall be eliminated from the registration list for the following reasons:
- (a) Dispatched to the job-except that any person who is rejected by the Individual Employer or fails to complete one (1) full day's work shall retain his position on said list.
  - (b) Failing to accept suitable employment one time during the current week at the time of dispatch.
  - (c) Unavailable for employment during the current week.
  - (d) Any individual dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he re-registers.
- (14) No individual who is rejected by the Individual Employer shall be referred to such Individual Employer with respect to the same request pursuant to which he was initially referred.
- (15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions set forth in this Section, and each Individual 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) Selections of applicants for referral to jobs pursuant to this Agreement shall be on a nondiscriminatory 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 provisions of Section 3A.
- (17) Any person, including an Individual Employer, aggrieved by the operation of the hiring hall provisions of this Section has the right to submit his grievance to permanent hiring hall mutual arbitrator who shall be Gerald McKay, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) working days after the occurrence of the grievance. The neutral hiring hall 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 each Local Union or District Council. Notices required by this submission of any such grievance shall be available at all times in the office of each Local Union or District Council. Notices required by this Subsection shall be mailed or delivered to District Council of Plasterers' and Cement Masons' of Northern California, Local

400 at 810 W. Stadium Lane Sacramento, CA 95834 and Local 300 at 703 South B. Street, Room 200 San Mateo, CA 94401. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of arbitration should be borne equally by the Employer and the Union regardless of which Local Union, District Council or Individual Employer is involved.

- (18) The Individual Employer will notify the Local Union having area jurisdiction, of the name and Social Security Number of his Employees that are to work in the area other than his own local. It is also agreed the Individual Employer shall have the right to designate the first (1<sup>st</sup>), third (3<sup>rd</sup>), fifth (5<sup>th</sup>) man, etc., up to fifty percent (50%) but not more than fifty percent (50%) shall be brought in other than the odd man. At no time shall the percentage be increased during the duration of such job. Any person who is hired under the fifty percent (50%) clause as described in this Subsection 3B(18) shall be considered for all purposes on that job as a person hired under that clause regardless of whether or not he is laid off or terminated and then rehired on the same job during the course of the job.
- (19) Where there are four (4) or more Cement Masons employed on one job, by one Individual Employer, one (1) shall be designated Foreman. He shall receive Foreman's pay and work with his tools at the Individual Employer's discretion.
- (20) An Individual Employer may employ apprentices to do all work performed by journeyman in accordance with this Agreement. The ratio of apprentices to journeyman shall be a mandatory one (1) apprentice for every five (5) journeyman and may be as low as one (1) apprentice for every three (3) journeyman at the option of the Individual Employer.
- (21) Notwithstanding the provisions of this Subsection 3B, upon notice in writing being given to the appropriate Local Union of the Union, the Individual Employer shall have complete freedom to employ one (1) qualified student Employee per construction project. A qualified student Employee is defined as one who is enrolled in an AGC-sponsored or approved construction management program. The qualified student Employee is not deemed to be covered by the Terms, Conditions and Economics of this Agreement, including Section 3(a), unless he is employed for a period of over five hundred (500) hours during any one calendar year.
- (22) Notwithstanding the above, effective June 16, 1997, the mobility of all Employees who have been Employees of the Individual Employer for the period of the immediate two (2) months shall not be restricted for any reason subject to Section 3A, Union Security. In order for the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual Employer shall:
- (a) Provide the appropriate Local Union, when requested in writing, with a current list of names and Social Security numbers of those Employees who are eligible for mobility; and
  - (b) The Individual Employer shall notify the appropriate Local Union of a job or project of more than one day's duration.
  - (c) In cases where an Individual Employer is found to have dispatched certain Employees not eligible for mobility to a job site as defined in 3B(22), then the Local Union having jurisdiction in the project area shall notify the

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Individual Employer of such violation or error. The Individual Employer, upon notification by the Union, shall within twenty-four (24) hours correct said violation or error to the satisfaction of the Union.

- (d) No Employee of the Individual Employer shall suffer loss of mobility for a break in service of four (4) months or less with the Individual Employer if the break in service is due to illness or extended vacation.

#### **Section 4 No Cessation of Work**

It is mutually understood and agreed that during the period when this Agreement is in force and effect, the Union or Local Union will not authorize any strike, slowdown 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 of any Employer and Individual Employer to comply with the provisions of the hiring clause, Section 3B hereof, or the provisions of Section 8A, B, C, D, or E. As to any Individual Employer who shall fail or refuse to comply with the provisions of those sections, so long as such failure or refusal continues, it shall 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 such Individual 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 any Individual 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, the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer and such refusal shall not be a violation of this Agreement.

In the event the Board of Trustees of a Fund into which the Individual Employer is required to pay determines that an Individual Employer is delinquent in the making of any payments required by Section 3B, C, or E, thereof, it shall not be in violation of this Agreement so long as such delinquency continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual 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 Employee of an Individual Employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other union, the Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer and such refusal for such period shall not be a violation of this Agreement. Any Employee so withdrawn or refusing to perform any work as herein provided shall not lose his status as Employee but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been withdrawn or refused to perform any work.

- (A) No Employee covered hereby may be discharged by any Individual Employer for refusing to cross a picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized or sanctioned by the Local Building and Construction Trades Council having jurisdiction over the area in which the job is located, after the Individual Employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the Individual Employer involved at his address. This Section shall not apply to jurisdictional disputes.

## **Section 5      Grievance Procedure**

Any dispute concerning any application or interpretations of this Agreement, other than jurisdictional disputes as referenced in Section 6, shall be subject to the following procedure:

- A. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer or in the case of a grievance of an Individual Employer to the Business Agent of the appropriate Local Union (or District Council) who shall then attempt to adjust said grievance or dispute at the job site level.
- B. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union (or District Council) or otherwise authorized Union Representative and the Individual Employer or his representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes by the Cement Masons Contract Administration Trust Fund.
- C. The grieving parties shall specify in writing on a standard Trust Fund grievance form the date(s) of the alleged violation(s), the nature of the alleged violation(s), and the specific provision(s) of the Agreement applicable to the dispute. A dispute shall not be recognized as a grievance nor be subject to the grievance procedure, provided said dispute is outside the scope of the Agreement. No dispute, complaint or grievance, shall be recognized unless called to the attention of the Employer and the Union in writing within ten (10) calendar days (with exception of holidays) after the last date the alleged violation was committed.

In the event the grievance involves the issue of a subcontractor violation where the subcontractor is signatory directly to this Agreement as an Individual Employer, a separate grievance shall be filed against said subcontractor and said grievance shall be processed to its final conclusion through these procedures prior to any grievance hearing against the prime contractor.

- D. 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.
- E. In addition to any rule or procedure which the Cement Masons Contract Administration Trust Fund may adopt, the Board of Adjustment shall be governed by the following provisions:
  - (1) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. However, the Impartial Arbitrator may be changed or replaced at the request of either party.
  - (2) Neither side will utilize attorneys in these Boards of Adjustment proceedings unless advance written notice of a minimum of ten (10) working days is provided to the Employer and the Union, in which case both sides shall have that right.
  - (3) 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.
  - (4) 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. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.

- F. The Board of Adjustment shall meet within thirty (30) days following written submission of the grievance to the Cement Masons Contract Administration Trust with the exception of discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) days. Failure of either party to meet or to participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.
- G. In discharge cases if the Board of Adjustment fails to meet within fifteen (15) days due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) days. If the Employer or Individual Employer is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing until such time as the Board of Adjustment meets. 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.
- H. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw Employees or strike the Individual Employer, and such action shall not be a violation of this Agreement.
- I. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 1C who has agreed under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual 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 I and said subcontractor fails to satisfy said obligations, the Union shall promptly give written notice to the Individual Employer and subcontractor and the Individual Employer shall pay such obligations from the retention of such subcontractor.
- J. The expenses of the Joint Board of Adjustment and the Impartial Arbitrator shall be paid for by the Cement Masons Administration Trust Fund. Any additional expenses resulting from the use of attorneys such as court reporters, transcripts, etc., shall be borne equally by the Individual Employer and the Union.

### **Section 5(A) Contract Administration Fund**

A Trust Fund entitled "The Contract Administration Trust Fund" shall be created to provide for the costs of the Employer for administering the provisions of this Section 5. 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 Fund Manager of the Trust to the Individual Employers. The Union shall have the right, not more than one time per year, to independently audit the Trust Fund.

All grievances involving Individual Employers who are not members of the AGC of California, Inc. shall be processed through the grievance procedure established in Section 5 of the Agreement provided that the right of an Individual Employer not a member of the AGC of California, Inc. may participate on his or its own behalf at the Board of Adjustment and that the final decision shall be made by the permanent Arbitrator if the panel cannot attentively agree.



### **Section 5(B) Construction Industry Force Account Council**

Effective June 29, 2009, each signatory Individual Employer shall contribute two cents (\$.02) per hour to the Operating Engineers Business Development Trust Fund for participation in the Construction Industry Force Account Council coalition for each hour paid for or worked.

### **Section 6 Jurisdictional Disputes**

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and 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, and if not settled then it shall be submitted to the International Presidents of the Unions involved in the dispute for determination and if not settled, the parties hereto agree that the dispute shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accordance with the plan adopted by the Building Trades Department, AFL-CIO. The Employer, the Individual Employer and the Union shall be and are bound by such determination and decision unless the other union shall refuse to abide by the determination and decision in which case the Union shall be and is authorized to proceed to enforce the decision by any lawful means in which case the work shall proceed as originally assigned by the Individual Employer until such decision is made.

### **Section 7 Working Rules**

#### **A. Work Day**

Eight (8) consecutive hours starting between 5:00 a.m. and 10:00 a.m., excluding lunch period, except as provided under shift work, shall constitute a regular day's work at straight time rates. However, different starting times may be established at individual jobsites by mutual consent of a majority of the Employees and the Individual Employer providing the Local Union is notified in writing.

Each Employee shall have eight (8) consecutive hours of rest in any twenty-four (24) hour period. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift. If an Employee is required by an Individual Employer to report to work without eight (8) consecutive hours of rest from the end of his regular or overtime shift, he shall be paid for all hours worked at the appropriate overtime rate until he has eight (8) consecutive hours of rest away from the job. Waiting time at the jobsite, when directed by the Individual Employer, without performance of work, shall not be considered a break within the meaning of this Section.

**First (1<sup>st</sup>) Meal Period:** No Employee shall be required to work continuously for more than five (5) hours from the beginning of the scheduled work shift without an opportunity to eat lunch. Each Employee covered by this Agreement shall be permitted to take not less than one-half (½) hour uninterrupted lunch period.

**The first (1<sup>st</sup>) meal period must be completed by the Employee within five and one-half (5 ½) hours of the Employee's starting time for the workday.** Meal periods, at the option of the Individual Employer may be staggered at any time after the first three (3) hours from the beginning of the scheduled work shift.



**Second (2<sup>nd</sup>) Meal Period:** No Employee shall be required to work continuously for more than ten (10) hours per day without the Individual Employer providing the Employee with an uninterrupted second (2<sup>nd</sup>) meal period of not less than thirty (30) minutes, provided that if the total hours worked by the Employee are no more than twelve (12) hours for the day.

The second (2<sup>nd</sup>) meal period may be staggered by the Individual Employer and must be completed by the Employee within ten and one-half (10 ½) hours of the Employee's starting time for the workday.

However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second 30-minute meal period so long as the first meal period was taken and the Employee works not more than a total of twelve (12) hours.

The Individual Employer shall compensate such Employee ten dollars (\$10.00) for the purchase of dinner. There shall be no loss of wages during the evening meal period. In the event, for reasons beyond the control of the Individual Employer, it is not possible for the Employees to purchase an adequate meal, dinner may be provided by the Individual Employer.

**Meal Period Penalty:** Double time (2.0x) rate shall be paid to Employees required to work during or beyond any of their mandated meal periods. The double time (2.0x) rate shall be paid from the missed scheduled meal period start time until the Employee is provided the applicable uninterrupted one-half (½) meal period or the end of the shift, whichever occurs first.

No provision of this Section's language is intended to be inconsistent with the California State Labor Code Section 512. Should any provision of Section 512 be amended during the term of this Agreement, the parties agree to meet to address those changes in accordance with Section 14 (General Savings Clause) of this Agreement.

Any disputes arising from these provisions shall be subject to the grievance procedures set forth in this Agreement.

The Individual Employers covered by the Agreement are not required to make payments to fringe benefit contributions for each hour paid to Employees associated with California Labor Code 512 (Meal Period) penalties.

**B. Work Week**

The regular work-week shall consist of forty (40) hours, Monday through Friday, at straight time rates.

**Four by Ten Work-Week (4 x 10)** – An Individual 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. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

On a job where a craft with whom the Individual Employer has negotiated a short work-week terminates early on Friday, the Individual Employer will keep the Cement Mason employed the balance of work day when the Individual Employer determines that work is available. (See Attachment A (Letter of Agreement) attached.)

**C. Change in Work Day or Work-Week**

When the Union and Employer consider and agree that conditions of the industry in the area covered by this Agreement warrant a shortened work day or work-week, the Union and the Employer shall jointly give adequate consideration and discussion to such changes; provided, however, that any such changes in the work day or work-week shall not be used to increase the basic hourly wage scales or to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the work day and work-week.

**Saturday Make-Up Day** – In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant) Employees (at their option) may make up such a day on Saturdays and shall be paid at the applicable straight time rate. No Employee shall be disciplined or discharged for not working on Saturday make up. The Employer, as a courtesy, shall notify the Union of any Saturday make up day work prior to working same.

**D. Shift Work**

Where multiple shifts are worked, if the Individual Employer elects to work the day shift starting between the hours of 5:00 a.m. and 10:00 a.m., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2<sup>nd</sup>) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for (8) hours; if a third (3<sup>rd</sup>) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than five (5) consecutive work days.

Where predetermined conditions exist as advertised by the bidding authority requiring a starting time outside of the established starting times, a special single shift differential of three dollars (\$3.00) per hour shall apply.

It is agreed that the Individual Employer and the Employees hereby affected may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

When, upon requirement of the awarding authority, the Individual Employer produces evidence in writing to the Union of a bona fide job requirement or, due to safety conditions or other requirements, such work may be performed on single or double shift basis and an Employee shall work eight (8) consecutive hours for which he shall receive eight (8) hours' straight time pay, Monday through Friday. Any Employee who reports to work on such special shift and for whom work is provided shall receive not less than eight (8) hours' straight time pay. The Individual Employer shall notify the Local Union having area jurisdiction before starting such special shift and shall confirm the notice, in writing, within twenty-four (24) hours following the start of the special shift.

**E. Overtime**

On regular work days from Monday through Friday, time and one-half (1 ½) shall be paid for overtime worked in excess of eight (8) hours in any one (1) day. Time and one-half (1 ½) shall be paid for the first eight (8) hours worked on Saturdays unless Saturday is a make up day per Section 7(C). Double time (2.0x) shall be paid for all overtime worked after eight hours on Saturdays and for all time worked on Sundays and Holidays.

**F. Show-up Time**

Any workman reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before the end of his last preceding shift not to report. Any Employee who reports to work and for whom work is provided shall receive not less than four (4) hours' pay and if more than four (4) hours are worked in any one (1) day shall receive not less than a full day's pay therefore, unless, prevented from working for reasons beyond the control of the Individual Employer, including but not limited by such factors as inclement weather or breakdown causing discontinuance of a major unit of the project during which time workmen are not required or requested to remain on the job by the Individual Employer or his agent.

Furthermore, on the first day of dispatch an individual's work day shall commence at 8:00 a.m. without regard to the earlier scheduled crew start time.

**G. Recognized Holidays**

The following are recognized holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

If any of the above holidays fall on a Sunday, the following Monday shall be considered a legal holiday. If the holidays of Independence Day (Fourth of July), Christmas and New Year's Day fall on a Saturday, the preceding Friday shall be considered a legal holiday, when and if the basic crafts adopt this provision.

**H. Pre-job Conference**

There shall be a pre-job conference prior to the start of a job if requested by either party.

**I. Employee's Tools**

Cement Masons will be required to furnish the following "Bag of Tools": Three (3) trowels (varying in sizes to fit work); one (1) pointer (trowel); one (1) set of coving tools (1 nose and 1 cove); one (1) wood hand float; one (1) rubber float; one (1) hammer; one (1) sledge hammer; one (1) hand saw; three (3) hand edgers (1/4", 1/2" and 3/4" radius to match coving tools); one (1) set of knee pads; one (1) hand brush (paint brush); two (2) levels (1 pocket, 1 23" or longer); 300'nylon cord, one (1) pair pliers, w/side cutter; carpenter pencil and marking crayon. All tools are to be manufactured in the United States.

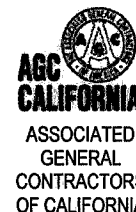
**J. Owners**

No more than one (1) owner of a firm or company which is an Individual Employer under this Agreement shall be permitted to perform work covered by this Agreement.

**Section 8 Wage Scales, Health and Welfare, Pension, Vacation/Holiday, Apprenticeship Fund and Supplemental Dues**

**A. WAGE SCALES**

Basic wage scales for Cement Masons and specialty classifications applicable for the period June 29, 2009 to June 25, 2012 are set forth as follows:



	6/29/09	6/28/10	6/27/11	6/25/12
(1) Journeyperson	\$28.65	\$1.80*	\$2.00*	\$2.00*
(2) Swing or Slip Form Scaffolds	\$29.40	\$1.80*	\$2.00*	\$2.00*
(3) Mastic Magnesite, Gypsum, Epoxy, Polyester, Resin and all Composition	\$29.40	\$1.80*	\$2.00*	\$2.00*

*\*increase to package to be allocated by the Union, except that the parties agree to the joint allocation of the Health & Welfare and Training Fund only.*

- (4) **Foreman** – effective 6/29/2009 the Foreman shall be paid twelve percent (12%) above the current journeyperson’s wage rate.

**General Foreman** – When the Individual Employer determines the need for the classification of a General Foreman, he/she shall be paid twenty percent (20%) above the current journeyperson’s wage rate. Whenever an Employee is designated a General Foreman, the person who is so designated and the specific assignment for such person, shall be within the sole and exclusive judgment of the Individual Employer and such determination to appoint a General Foreman, or not to do so, shall not be subject to the Grievance Procedures (Section 5) of this Agreement.

- (5) **Apprenticeship Work Hour’s and Related Work Hour’s with Language:**

Apprentice’s indentured on or after June 28, 1999 shall be covered under the following percentage rates.

First Period	0 Work Hours – 0 Related Training Hours	65% of Journeyperson rate
Second Period	700 W.H. & 72 R.T.H.*	70% of Journeyperson rate
Third Period	1400 W.H. & 144 R.T.H.*	75% of Journeyperson rate
Fourth Period	2100 W.H. & 216 R.T.H.*	80% of Journeyperson rate
Fifth Period	2800 W.H. & 288 R.T.H.*	85% of Journeyperson rate
Sixth Period	3500 W.H. & 360 R.T.H.*	95% of Journeyperson rate
Journeyperson	4200 W.H. & 432 R.T.H.*	100% of Journeyperson rate

Fringe Benefits: Health & Welfare only for the first six (6) months. Full fringes thereafter.

\* Refers to any apprentice indentured will receive related training hour credit for the months of June, July and August for the purpose of wage increments as per the state standards of apprenticeship.

\* Advance written notification to the Individual Employer shall be required regarding period advancement and/or eligibility for full fringe benefits prior to such individuals becoming eligible to receive an increase to either wages or fringes. The Individual Employer will not be held accountable for any retroactivity if not properly notified.

An Individual Employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeyman regularly employed by him, and not more than one (1) additional apprentice for each three (3) additional journeyman employed by him. The first apprentice may not be employed until the Individual Employer regularly employs at least two (2) journeyman. Any Individual Employer employing five (5) journeyman shall, while employing five (5) journeyman, also employ at least one (1) apprentice. For each additional five (5) journeyman then in his employ, he shall employ at least one (1) additional apprentice.

Any new apprentice with proof of prior experience may be classified at more than sixty-five percent (65%) of journeyman wages (with health and welfare only) for the first six (6) months with the approval of the Individual Employer.

Upon at least sixty (60) days written notice to the Employer prior to any increase date specified in the contract, the union may elect at its option to allocate the increase to any or all of the following:

1. Wage Rates
2. Health and Welfare
3. Pension
4. Vacation/Holiday/Supplemental Dues
5. Apprenticeship Fund

Provided, however, if any or all of the monies are allocated to Fringe Benefits they shall become effective 6/29/09, 6/28/10, 6/27/11, 6/25/12.

If the Union fails to properly notify the Employer of an allocation of wages and benefits as outlined in Section 8, the allocation will not become effective until thirty (30) days after notification, but in no event prior to the scheduled increase date.

Provided, further, the Union and Employer will meet to mutually agree on the allocation of increases referenced in this Collective Bargaining Agreement for Health and Welfare only under any of the following conditions:

1. Upon request of the Trustees.
2. Upon an actuarial report that there are less than 6 months reserve in the Health and Welfare Fund.
3. Upon mutual agreement of the parties.

#### **Public Works Projects**

On those public works projects where a prevailing wage determination by the State or Federal agencies prevails such wage and fringe rate referenced in the bid specs shall remain in effect for the duration of said project.

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

If no wage rates or fringe benefit rates are set forth in the bid documents, the Individual Employer may bid said project in accordance with wage rates, fringe benefit rates, and other applicable provisions of the Private Work Agreement. If the terms and conditions of the Private Work Agreement are not sufficiently competitive, the Union shall, upon an Individual Employer's request, establish more competitive wage rates, fringe benefit rates, and working conditions.

**B. Health and Welfare**

Health and Welfare contributions applicable for the period June 29, 2009 to June 25, 2012 are set forth in full herein:

	6/29/09	6/28/10	6/27/11	6/25/12
Health and Welfare	\$6.65	*	*	*

Subject to the provisions hereof, each Individual Employer covered by this Agreement will contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under said Agreement, to the Cement Masons Health and Welfare Trust Fund for Northern California and will be subject to and entitled to the benefits of all of the provisions of the Trust Agreement dated April 7, 1953 establishing that Fund, and any amendment or amendments thereto. It is understood and agreed that there shall be no duplicating contributions with respect to any Employee or the work of any Individual Employer. Without limiting this general understanding, the parties agree that any subcontractor covered by this Agreement pursuant to Section 1C shall only be required to pay contributions into the Cement Masons Health and Welfare Trust Fund for Northern California with respect to such work covered by this Agreement. The Union and the Employer agree that this plan is and has been a defined contribution plan.

**C. Pension Plan**

Pension Plan contributions applicable for the period June 29, 2009 to June 25, 2012 are set forth in full herein:

	6/29/09	6/28/10	6/27/11	6/25/12
Pension	\$5.50**	\$6.50**	**	**

Each Individual Employer covered by this Agreement will contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under the Agreement, to the Cement Masons Pension Trust Fund for Northern California and will be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated November 23, 1959 establishing that Fund, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined benefit plan.

**Funding Increases:**

\*\* Effective June 29, 2009, each signatory Individual Employer shall contribute an additional one dollar (\$1.00) for each hour paid for or worked by Cement Masons employed by such Individual Employer to the Pension Plan.



\*\* Effective June 28, 2010, each signatory Individual Employer shall contribute an additional one dollar (\$1.00) for a total of two additional dollars (\$2.00) for each hour paid for or worked by Cement Masons employed by such Individual Employer to the Pension Plan.

\*\* Consistent with the Memorandum of Understanding dated January 27, 2009, the parties agree that the above funding increases shall be for the sole purpose of addressing the funding percentage status of the Pension Plan. In addition, the parties agree that upon declaration of the actuary that the Funding Percentage and the Projection of the Credit Balance in the Funding Standard Account is "Green" in accordance with the Pension Protection Act of 2006 and effective to the closest scheduled future increase date, the two additional dollar (\$2.00) hourly contribution to the Pension Plan shall terminate for each signatory Individual Employer.

**D. Vacation/Holiday/Supplemental Dues Plan**

Vacation/Holiday/Supplemental Dues Plan contributions applicable for the period June 29, 2009 to June 25, 2012 are set forth in full herein:

	6/29/09	6/28/10	6/27/11	6/25/12
Vacation/Holiday	\$3.65	*	*	*
Supplemental Dues	\$1.49	*	*	*

Each Individual Employer covered by this Agreement shall contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under the Agreement, to the Cement Masons Vacation/Holiday/ Supplemental Dues Plan and will be subject to, and entitled to the benefits of, all of the provisions of the Trust Agreement dated March 29, 1963, establishing the Cement Masons Vacation Trust Fund for Northern California, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined contribution plan. The parties agree that the Trustees of the Vacation/Holiday Trust Fund may allocate up to twenty-five percent (25%) of the applicable contributions for Holiday pay.

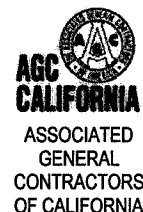
**Supplemental Dues**

Effective for all work performed on or after June 29, 2009, it is agreed that upon authorization as required by law, the amount of one dollar and forty-nine cents (\$1.49) per hour for each hour paid for or worked shall be transmitted from the vacation/holiday benefit of each workman and shall be remitted directly to the Union. This amount shall not be deemed to be a part of the Vacation/Holiday benefit, but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the workman. Such remittance shall be made to the Union not less than four times per year.

**E. Apprenticeship Fund and Training Fund**

Apprenticeship contributions applicable for the period June 29, 2009 to June 25, 2012 are set forth in full herein:

	6/29/09	6/28/10	6/27/11	6/25/12
Apprenticeship	\$.47	*	*	*



Each Individual Employer covered by this Agreement shall contribute such sums, as set forth for each hour paid for or worked by Cement Masons' employed by such Individual Employer under this Agreement, to the Cement Masons Apprenticeship Fund and Training Fund and will be subject to, and entitled to the benefits of, all of the provisions of the Trust Agreement dated July 18, 1974, establishing the Cement Masons' Apprenticeship and Training Trust Fund for Northern California, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined contribution plan.

The Cement Masons Apprenticeship program shall be administered by the Cement Masons' Joint Apprenticeship Committee. The Committee shall consist of an equal number of representatives appointed by the Union and the Employer. The Committee shall have the authority to hire a Director, promulgate regulations, dispense monies generated by the Apprenticeship Fund and have final authority over all aspects of the training program. Local Joint Apprenticeship Committees may be established by the Cement Masons' Joint Apprenticeship Committee. Additional provisions will be added to the new Apprenticeship Fund language to establish an escrow account for fund contributions. The escrow account is in accordance with the procedure used in 1958 to set up the vacation plan.

**F. Supervisory Personnel**

The Union and the Employer agree that the Individual Employers covered by this Master Agreement may cover owners, partners or supervisory personnel above the rank of foreman in the Cement Masons' Health and Welfare Trust Fund for Northern California, the Cement Masons' Pension Trust Fund for Northern California, the Cement Masons' Vacation/Holiday Trust Fund for Northern California and the Cement Masons' Apprenticeship and Training Trust Fund for Northern California, by paying contributions with respect to the work of such an individual into all of these Funds monthly, on the basis of one hundred sixty (160) hours, in accordance with the hourly rates set forth in this Master Agreement, regardless of the hours worked by any such individual in a month, provided that such individual is performing work within the forty-six (46) Northern California area and that, if not an owner, partner or supervisor would be working as a journeyman Cement Mason under the terms of this Agreement and provided further that the Individual Employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual continues to perform work for the Individual Employer within the forty-six (46) Counties area in the capacity of an owner, partner deemed an Employee covered by this Agreement solely for the purpose of participating in said Funds and shall have no rights or privileges under the Agreement as an Employee.

**G. Audit**

- (1) The Employer and the Individual Employer agree that upon a written request from the Union or the Employer to the Board of Directors of the Northern California Cement Masons' Funds Administration, Inc., the Board of Directors will direct an audit of the payroll account of any Individual Employer named in the request within ten (10) days. If the initial audit on the payroll account does not provide enough information to determine whether or not any delinquency exists, then the Board of Directors will direct a further audit of whatever records or accounts exist in order to determine the amount of the delinquency.
- (2) The Individual 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 fifty (\$150.00) dollars 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 Individual Employer if the delinquency disclosed by the audit is in excess of one thousand (\$1,000.00) dollars 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 the true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

- (3) It is understood and agreed by the parties hereto that the foregoing provisions for liquidated damages with respect to audit shortages are independent of and in addition to any and all provisions for liquidated damages resulting from delinquencies contained in each of the Trust Agreements to which the Individual Employer is subject under this Agreement.

## **Section 9      General Conditions**

### **A.      Other Agreements or Conditions More Favorable**

In the event that the District Council of Operative Plasterers' and Cement Masons' of Northern California which is signatory hereto, or any Local Union, enters into any other agreement with other Individual Employers or employer associations which shall have terms more favorable to such Individual Employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall immediately become a part of and apply to this Agreement.

The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum to this Agreement.

This section shall not be applicable to agreements between the Union and Individual Employers covering work in bona fide permanent yards or shops.

### **B.      Constitution and Bylaws**

The terms of this Agreement shall not be interpreted to abridge any of the constitution and bylaws of the Operative Plasterers' and Cement Masons' International Association or the constitution and bylaws of the Associated General Contractors of California, Inc.

### **C.      Conflicting Bylaws to be Amended**

Where the bylaws of a Local Union subject hereto conflict with the provisions of this Agreement, it is agreed that this Agreement shall supersede any such bylaws.

### **D.      Contracting**

No work will be let by piece, contract or lump sum direct with Journeyman or Apprentices for labor services. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence", where not required or permitted by this Agreement, shall be evidence of a violation of the Agreement.

**E. Payment of Wages**

All wages must be paid on the jobsite weekly. When men are laid off or discharged they must be paid wages due them at the time of layoff or discharge in accordance with the provisions of the Labor Code of California.

Each Individual Employer shall provide with each payroll check, an itemized check stub showing separately the date of issuance, the payroll period, straight time hours, overtime hours, the Individual Employer's name and home office location and all legally required deductions.

**F. 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 supplied by any Individual Employer.

**G. Cooperation with Employer's Safety Measures**

Local Unions shall cooperate (1) with the Individual Employer in the carrying out of all such Individual Employer's safety measures and practices for accident prevention and (2) Employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole. Each Individual Employer must post the name and address of his doctor and of the compensation insurance carrier on the jobsite.

Each Employee shall be required to participate in the Individual Employer's accident prevention program as required by CAL/OSHA.

**H. Visits to Jobsite**

A business agent or special representative shall have access to the project during working hours for the purpose of checking the manner in which the terms of this Agreement are being complied with.

He shall make an effort to advise the Individual Employer or his representative of his presence on the project and shall not stop or interfere with the work of any workmen without the permission of the Individual Employer or his representative. No business agent or special representative shall be discriminated against for performing his duties under this Agreement.

**I. Steward**

A Steward shall be a working journeyman Employee appointed by the Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Individual Employers agree that the Steward shall be allowed a reasonable amount of time for the performance of such duties. The Union shall notify the Individual Employer of the appointment of each Steward.

No Steward shall be discharged or laid off except for just cause as described in Section 3B (7). Violation of this Section by the Individual Employer and discharge of a Steward shall be subject to grievance pursuant to Section 5. A Steward shall carry on his union duties in such a manner so as not to interfere with the performance of the work.

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If the Individual Employer has been notified in writing of the appointment of a Job Steward the appropriate Local Union shall be given a one (1) day notice before a Cement Masons' Steward is laid off, unless the Cement Masons' work is finished.

**J. Protective Clothing**

The Individual Employer shall furnish the necessary goggles, hard hats, or other protective clothing pertaining to work with caustic materials. Rainwear will be issued as necessary. Such equipment shall be furnished, as necessary, by the Individual Employer free of charge and returned by the Employee immediately upon completion of the work and in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. No additional rain gear or other protective clothing will be reissued to the Employee unless and before he returns all original items issued.

**K. Parking**

In the event parking facilities are not available within three (3) blocks of a jobsite, the Individual Employer will provide such facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions it is necessary to use public facilities, the Individual Employer shall reimburse the Employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof; such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. The area covered by this Agreement shall be the City of Sacramento, City and County of San Francisco, and the Counties of Alameda, San Mateo, Marin, Contra Costa, and Santa Clara.

**Section 10 Effect on Existing and Other Agreements**

This Agreement between the Associated General Contractors of California, Inc. and the District Council of Plasterers' and Cement Masons' of Northern California shall supersede the 2005-2009 Master Labor Agreement between all parties, except for those Individual Employers who have given their power of attorney to the Employer for the 2005-2009 Agreement, and who have not given their power of attorney to the Employer for this Agreement.

When an Individual Employer works on a job that is covered by a project labor agreement to which the Union is signatory, the Individual Employer may work under the parties' Master Agreement for Northern California or the Project Agreement, whichever is more favorable to the Individual Employer.

**Section 11(A) Employer's Membership**

This Agreement is made for and on behalf of, and shall be binding upon, all persons, firms or corporations who at the time of execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

**Section 11(B) Agreement Binding Upon Parties**

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

**Section 12    Liability of the Parties**

It is mutually understood and agreed that neither the Employer, any Individual Employer, the Union, nor any Local Union, shall be liable for damages caused by the acts or conduct of any 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, fermented or condoned by the Employer, the Individual 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, the Employer, or the Individual 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 13    Effect of Approval by International Union**

It is agreed by and between the parties to this Agreement that the act of the Operative Plasterers' and Cement Masons' International Association (hereinafter called International Association) in approving this contract as to form and substance, as provided in the paragraph below, the International Association, its officers, and agents shall not in any manner thereby become a party to this Agreement, nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this contract in any manner whatsoever.

It is further agreed that the approval by the International Association as to form and substance is only for the purpose of indicating that the International Association certifies that the said contract is not in violation of the International Constitution and Bylaws and is approved as to form and substance for that purpose only and no other.

**Section 14    General Savings Clause**

- A.    It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that 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 and "No Cessation of Work", Section 4 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.

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 of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

- B.    The parties agree that if and when any provisions and/or language of this Agreement are held or determined to be illegal, invalid, superseded, in conflict, or voided by any laws, rulings or



regulations of any Federal or State court, governmental authority or agency having jurisdiction of the subject, the parties shall immediately meet and promptly enter into lawful renegotiations, within thirty (30) days of written notice by either party, concerning only the subject matter of said provision while the remainder of the Agreement shall remain in full force and effect.

## **Section 15 Travel Expense/Travel Centers**

For jobs bid on or after June 15, 2005, the following provisions apply:

"Travel Expense" is defined as reimbursement for gas, oil, tires and auto maintenance and is not a wage or reimbursement for time spent in travel to or from the jobsite. No Employee shall be disciplined for refusing to travel in a company vehicle to or from the jobsite.

"Traveling Centers" are defined as those area dispatch offices that existed on June 28, 1999 in Exhibit A (1999 CM MLA Travel Centers).

Effective June 15, 2005, any job located fifty (50) miles or less from a Traveling Center shall not be subject to travel expense pay.

Each Employee covered by this Agreement who travels over fifty (50) miles to the place of reporting for work from his residence or the location of the Area Dispatch Office having jurisdiction over the project, whichever is closer, shall be paid at the Federal Reimbursement rate per mile for all miles traveled outside the fifty (50) road miles and return to the fifty (50) mile mark only.

It is understood that travel expenses shall be paid for each day a worker travels and is employed in work covered by this Agreement, but no later than once a week or upon termination whichever is sooner.

On Canal and Highway jobs the geographical midpoint of the job shall be considered as the reporting point for the purpose of travel expense pay. On all other jobsites, the project office shall be considered as the place of reporting for work for the purpose of travel expense pay.

The Individual Employer agrees that no project office will be established in an area closer than fifty (50) miles in an effort to defeat the travel expense procedure herein established.

## **Section 16 Expense Out of Town**

The Individual Employer, when transporting an Employee from his home area dispatch office to localities outside the jurisdiction of the Employee's home area dispatch office, requiring the Employee to live away from home for "jobs of short duration" shall reimburse the Employee for board and room expenses, or may, at Individual Employer's option, pay the Employee per diem of sixty-five dollars (\$65.00) per day for each day he is required to spend the night and is available for work.

For the application of this Section only, "jobs of short duration" shall be interpreted to mean jobs of two (2) months or less. In the event the job or project is more than two (2) months in duration, the Individual Employer will have the option of: (1) continuing the Employee and reimbursing as outlined above, or (2) lay off the Employee without any restriction options of accepting layoff or transferring to the Local Area dispatch office and provide return travel expenses to his home base; or, the Employee will have the option of accepting layoff or transferring to the Local Area having jurisdiction over the job and receiving travel and/or subsistence applicable to the Employee member of the Local Area dispatch office.

**Section 17 Geographic and Market Conditions**

The parties to the 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, Labor and Management will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the Employees and the competitive position of the Individual Employers.

**Section 18 Effective Termination Date**

This Agreement shall be effective as of June 16, 2009, and shall remain in effect until June 15, 2013 and shall be renewed from year to year thereafter unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change at least sixty (60) days prior to the date of the expiration of this Agreement.

The parties agree further that this Agreement is closed on all items until June 15, 2013 and all of the terms and provisions of said Agreement shall be and continue in full force and effect without further opening or change until June 15, 2013.

The Union agrees that in the event that in 2009 or any succeeding year either party should exercise its right under the first paragraph of this section, the parties shall, within thirty (30) days after receipt of written notice, meet and submit the changes desired and for a period of thirty (30) days prior to June 15th of any such year, bargain with respect to those changes. If no Agreement has been entered into between the parties hereto by June 15th or any year in which such notice shall have been given, then this Agreement shall thereupon cease and terminate.

In all other respects, the terms of the Master Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representative duly authorized to do so this 16th day of June, 2009.

**FOR THE EMPLOYER:**

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**

By: /s/ Thomas T. Holsman, CEO

By: /s/ Sean O'Donoghue, Director, N.C. Industrial Relations Dept.

**FOR THE UNION:**

**DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS'  
OF NORTHERN CALIFORNIA**

By: /s/ Steven Scott, Business Manager Local 300

By: /s/ Karl Bik, Business Manager Local 400



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**ATTACHMENT A**

**LETTER OF AGREEMENT**

It is understood between the AGC of California, Inc. and the Cement Masons' District Council that Section 7B, concerning the employment of Cement Masons' on Fridays afternoon, shall be interpreted to mean that if patching and packing work is available on Monday morning, then such work was also available on Friday Afternoon.

Signed by: M. B. Dillashaw  
M.B. Dillashaw, Chairman, Negotiating Committee

Signed by: Robert N. Mounce  
Robert N. Mounce, Director  
Northern California Labor Department

## **ATTACHMENT B**

### **SUBSTANCE ABUSE POLICY**

Management Rights Regarding Substance Abuse: Notwithstanding any other provisions of this Agreement, the Individual Employer expressly reserves the right, in its discretion, to undertake the following measures:

- (a) In the sole discretion of the Individual Employer, requiring covered Employees to submit to an examination by competent medical personnel to determine whether there is a probability that the Employee is suffering from any impairment which might cause the Employee to be a safety hazard to himself 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 test may include, in the discretion of the Individual Employer, such test of the Employee's bodily fluids as the Individual 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 duties in a prompt, competent and safe manner. Approve the application and utilization of a quick screen oral testing device as a method of per-hire drug screening.

**Random Drug Testing** – An Individual Employer may initiate a random testing program a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. The selection process shall be in accordance with DOT testing procedures. If an Individual Employer initiates such testing, all covered Employees shall be subjected to such testing. An Individual 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. The Individual Employer shall give thirty (30) days notice to the Union and Employees prior to implementing a random drug screen program.

**Time of Dispatch Screening** – The parties shall establish a joint committee to determine whether there is a feasible means by which the Local Union can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

- (b) Implementation of rules regarding the discipline and/or discharge of any Employees that the Individual Employer determines, as a result of the tests describe in subparagraph (a), are reasonable likely to become voluntarily impaired or disable form the safe performance of their work tasks as a result of the ingestion of alcohol or performance impairing drugs.
- (c) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of these Employees who request Individual Employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

The Individual Employer shall have no obligation to compensate any individual who tests positive. If the individuals test is negative, the Individual Employer shall be responsible for not less than 2 hours of show up pay.

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



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**ATTACHMENT C**

**HEAVY, HIGHWAY COMMITTEE  
SIDE LETTER**

The parties, along with the other Heavy and Highway crafts, will establish a Heavy and Highway Committee if the other Heavy and Highway crafts agree.

Signed by: Thomas T. Holsman  
Thomas T. Holsman, CEO  
Associated General Contractors of California, Inc.

Signed by: Steven Scott  
Steven Scott, Business Manager Local 300  
District Council of Plasterers' and Cement Masons' of Northern California  
Karl Bik  
Karl Bik, Business Manager Local 400  
District Council of Plasterers' and Cement Masons' of Northern California

**ATTACHMENT D**

**PAID SICK LEAVE ORDINANCES  
SIDE LETTER**

The parties agree that to the fullest extent permitted, the AGC/Cement Masons Master Labor Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, effective February 5, 2007, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

In addition, if any other city, county or other local ordinance requiring mandatory paid sick leave is adopted during the term of this Agreement, the parties shall immediately meet and promptly enter into lawful discussions, within thirty (30) days of written notice by either party, concerning only the subject matter of said provision while the remainder of the Agreement shall remain in full force and effect.

**FOR THE EMPLOYER:**

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**

By: /s/ Thomas T. Holsman, CEO

By: /s/ Sean O'Donoghue, Director, N.C. Industrial Relations Dept.

**FOR THE UNION:**

**DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS'  
OF NORTHERN CALIFORNIA**

By: /s/ Steven Scott, Business Manager Local 300

By: /s/ Karl Bik, Business Manager Local 400

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**ATTACHMENT E**  
**PENSION FUNDING**  
**LETTER OF AGREEMENT**

The authorized parties hereto are executing this Letter of Agreement which is effective on June 29, 2009 and is intended as a supplement to the 2009-2013 AGC-Cement Masons Master Labor Agreement for Northern California.

The bargaining parties, as a result of subsequent joint negotiations, have elected to remove the One Dollar (\$1.00) PENSION FUNDING INCREASES scheduled for June 29, 2009 and the One Dollar (\$1.00) scheduled for June 28, 2010 within Section 8, Paragraph C, Subparagraph Funding Increases of the 2009-2013 AGC-Cement Masons Master Labor Agreement.

Should the need arise, the bargaining parties agree to meet and confer to discuss matters related to Pension Funding.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Memorandum of Understanding as of the date hereof by the respective representatives duly authorized to do so this 15<sup>th</sup> day of July, 2009.

**FOR THE EMPLOYER:**

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**

By: /s/ Thomas T. Holsman, CEO

By: /s/ Sean O'Donoghue, Director, N.C. Industrial Relations Dept.

**FOR THE UNION:**

**DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS'  
OF NORTHERN CALIFORNIA**

By: /s/ Steven Scott, Business Manager Local 300

By: /s/ Karl Bik, Business Manager Local 400

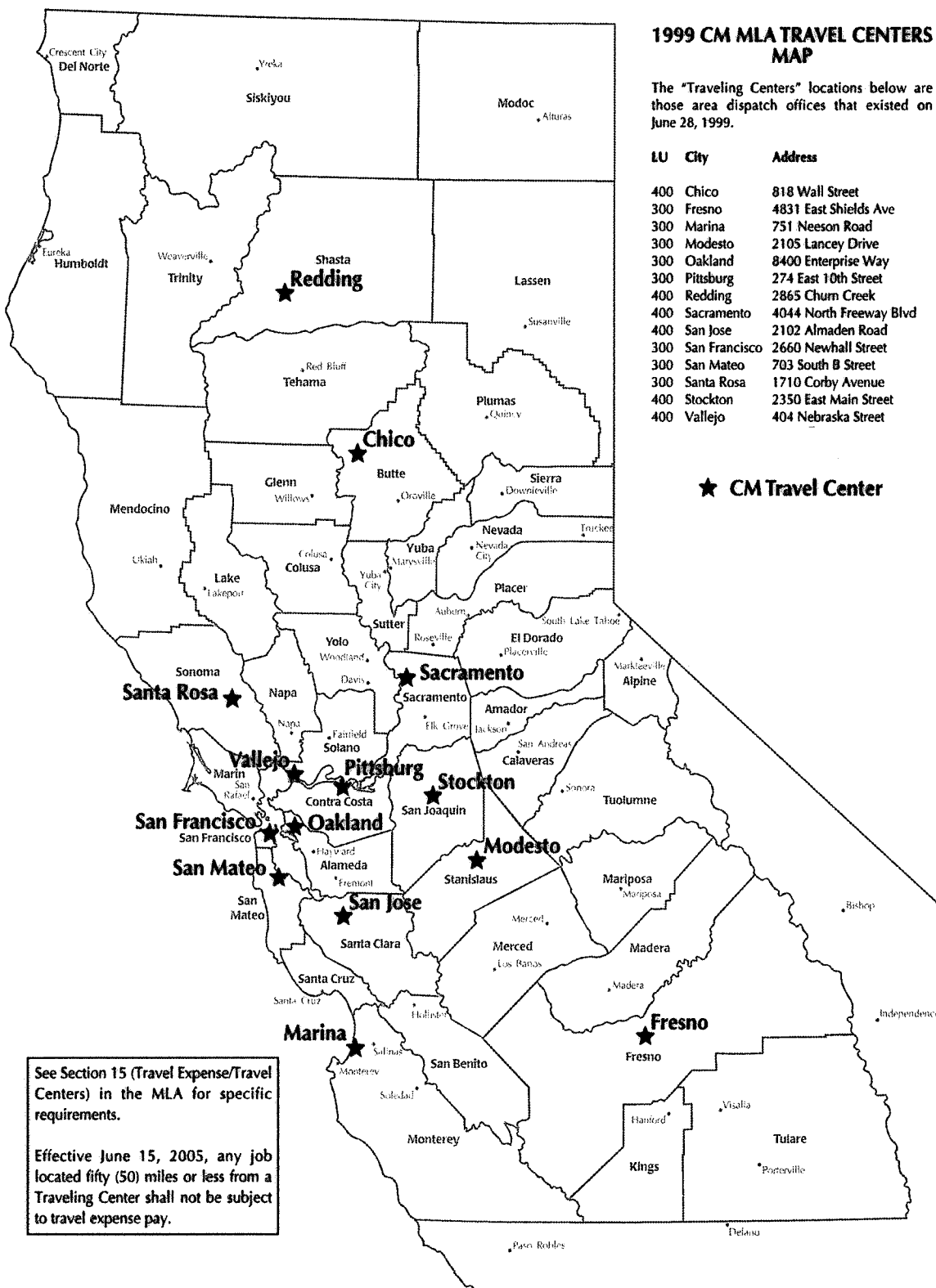
**EXHIBIT A**

**1999 TRAVEL CENTERS**

The "Traveling Centers" locations below are those area dispatch offices that existed on June 28, 1999.

<u>Local Union</u>	<u>City</u>	<u>Address</u>
400	Chico	818 Wall Street
300	Fresno	4831 East Shields Ave
300	Marina	751 Neeson Road
300	Modesto	2105 Lancey Drive
300	Oakland	8400 Enterprise Way
300	Pittsburg	274 East 10th Street
400	Redding	2865 Churn Creek
400	Sacramento	4044 North Freeway Blvd
400	San Jose	2102 Almaden Road
300	San Francisco	2660 Newhall Street
300	San Mateo	703 South B Street
300	Santa Rosa	1710 Corby Avenue
400	Stockton	2350 East Main Street
400	Vallejo	404 Nebraska Street





**1999 CM MLA TRAVEL CENTERS  
MAP**

The "Traveling Centers" locations below are those area dispatch offices that existed on June 28, 1999.

LU	City	Address
400	Chico	818 Wall Street
300	Fresno	4831 East Shields Ave
300	Marina	751 Neeson Road
300	Modesto	2105 Lancey Drive
300	Oakland	8400 Enterprise Way
300	Pittsburg	274 East 10th Street
400	Redding	2865 Chum Creek
400	Sacramento	4044 North Freeway Blvd
400	San Jose	2102 Almaden Road
300	San Francisco	2660 Newhall Street
300	San Mateo	703 South B Street
300	Santa Rosa	1710 Corby Avenue
400	Stockton	2350 East Main Street
400	Vallejo	404 Nebraska Street

★ CM Travel Center

See Section 15 (Travel Expense/Travel Centers) in the MLA for specific requirements.

Effective June 15, 2005, any job located fifty (50) miles or less from a Traveling Center shall not be subject to travel expense pay.



**For Inquires:** Please contact the Industrial Relations Department – Northern California  
1390 Willow Pass Road, Suite 1030  
Concord, CA 94520  
Ph: (925) 827-2422 / Fax: (925) 827-4042

**NOTES**



**AGC  
CALIFORNIA**  
ASSOCIATED  
GENERAL  
CONTRACTORS  
OF CALIFORNIA

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# Master Labor Agreement



Plumbers, Steamfitters & Refrigeration Fitters

Effective July 1, 2009  
Expires June 30, 2012



# LOCAL 393

MCA • SCVCA • UMIG • GBA

**Master Labor Agreement  
Between  
Local Union 393 Of The  
United Association  
Of Journeymen And Apprentices  
Of The Plumbing And Pipe Fitting Industry  
Of The United States And Canada**

**and**

**Santa Clara Valley Contractors  
Association**

**Northern California Mechanical  
Contractors Association**

**Greater Bay Area Association Of  
Plumbing And Mechanical Contractors**

**Industrial Contractors - UMIC, Inc.**

**Effective July 1, 2009  
Expires June 30, 2012**

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## LABOR AGREEMENT

1. This Agreement made and entered into this first (1st) day of July, 2009 by and between Santa Clara Valley Contractors Association; Northern California Mechanical Contractors Association; Greater Bay Area Association of Plumbing and Mechanical Contractors; Industrial Contractors - UMIC, Inc.; and their members, hereinafter referred to as the "Associations" and such Individual Contractors as are now or may hereafter become members of said Association and all Individual Contractors who may now or hereafter become signatory to this Agreement or any counterpart thereof, and are regularly engaged in plumbing, heating, refrigeration, air conditioning, mechanical, industrial and/or utility pipe work within Santa Clara and San Benito Counties, California, hereinafter collectively referred to as the "Contractor", and Local Union No. 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, hereinafter referred to as the "Union" or "Local Union 393."

### ARTICLE I - Coverage of Agreement

2. **Territory Covered:** The area covered by this Agreement shall be all of Santa Clara and San Benito Counties in the State of California pertaining to work under the jurisdiction of Local Union No. 393.

3. **Employees Covered:** This Agreement shall apply to all workers employed by any of the Contractors signatory to this Agreement who perform work outlined in the points of jurisdiction as contained in Exhibit A to this Agreement, or any and all other work which has been given or awarded to or by the United Association to Local Union No. 393 by agreement or decision. If a conflict or jurisdictional dispute should exist, the Contractor shall contact Local Union 393 and said Contractor shall assign the disputed work to the employees represented by Local Union 393 until such dispute is cleared by the United Association. INTENT: If the Contractor has the legal right to make the assignment.

**4. Contractors Covered:** All members of the Associations, all Individual or Independent Contractors who have authorized an Association signatory to this Agreement to represent them, and all Contractors that may become signatory to this Agreement are subject to the provisions of this Agreement.

**5. Bargaining Unit:** All of the aforesaid Contractors hereby designate their respective Association as its bargaining agent with Local Union 393, and consent to become a party to the Multi-Employer Bargaining Unit consisting of all the contractors represented by their respective Association and designate and appoint the Association appointed trustees, board members and committee members required by the Agreement to act on its behalf pursuant to the Agreement. If a Contractor is a member of an Association or is an Individual or Independent Contractor at the commencement of this Agreement, or becomes a member of an Association during the term of this Agreement, and thereafter ceases to be a member of an Association, said Contractor shall, nevertheless, remain signatory to this Agreement.

**6. Work Covered:** This Agreement shall cover all work described in Exhibit A to this Agreement and all work coming within the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, as established and recognized by the Building and Construction Trades Department of the American Federation of Labor-Congress of Industrial Organization, excluding, transportation oil and gas pipeline work covered by the Statewide Pipeline Agreement.

## **ARTICLE II - Recognition of Bargaining Agents and Employment Procedure**

**7. Union Recognized as Collective Bargaining Representative of Employees:** The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees of the Contractors performing work covered by this Agreement.

**8. Union Security:** It is hereby agreed between the Contractor and the Union that the Contractors herein are primarily engaged in the Building and Construction Industry, including plumbing, heating, piping, refrigeration, air conditioning and industrial work, and the Union is a Labor Organization of which building and construction employees are members; and it is agreed between said Contractors and Union that all employees covered by this Agreement will be required to become members and maintain membership in such Union after the seventh (7th) day following the beginning of such employment or the effective date of this Agreement, whichever is later.

### **ARTICLE III - Employment and Discharge Procedure**

**9.** The Contractor must secure all employees covered by this Agreement through the Joint Hiring Hall except as provided in paragraphs 19 and 22 hereof.

**10.** There shall be four (4) separate Journeyman Craft Out-of-Work lists maintained at the Joint Hiring Hall. The four Craft lists are as follows: Plumber, Fitter, Welder, Refrigeration Fitter. No worker shall be placed on a Craft Out-of-Work List unless said worker can establish with notarized letters from former Contractors that said worker has the necessary years of experience for placement satisfactory to the Joint Hiring Hall Committee. Those who do not qualify for placement on a Craft out-of-work list will be categorized as an unclassified applicant. An unclassified applicant may be dispatched upon request by an employer if no one is available from the A, B, C, D or E lists. In order to be registered for employment on the Apprentice List, a worker must be indentured in the Apprenticeship Program of the Pipe Trades Joint Apprenticeship and Training Committee of Santa Clara/San Benito Counties. Apprentices shall be dispatched by the Joint Hiring Hall consistent with the policies and procedures established by the Pipe Trades Joint Apprenticeship and Training Committee of Santa Clara and San Benito Counties and in accordance with the provisions of this Agreement.

**11.** There shall be five (5) classes of journeymen employees for each Craft Out-of-Work List determined at the time of registration at the Hiring Hall. Class status upgrades may occur while on a dispatch list or while employed, provided request is made to the Hiring Hall by the employee or person on out-of-work list. Classes are as follows:

**A. CLASS A.** Shall consist of journeymen who have at least five (5) years of pension credit in the Local Union 393 Defined Benefit Pension Plan. Said pension credit must have been earned while working under the Local 393 Master Labor Agreement. A journeyman is a person who has worked five or more years on work described in Exhibit A of this Agreement. Credits earned under a reciprocity agreement for work on commercial/industrial, but not residential, work may be counted for up to 2 ½ years toward the five (5) year pension credit requirement. Once the journeyman has fulfilled his/her obligation now, in the past or in the future to qualify on the A List, he/she shall remain eligible to register on the A List until he/she has a break in work for 60 consecutive months [break being defined as that point in time during the 60 consecutive months which he/she fails to work six hundred sixty (660) hours within twelve (12) consecutive months under the Local 393 Collective Bargaining Agreement during this same period of sixty (60) consecutive months]. Where Class A status is lost due to a break in work, a journeyman can achieve Class A status again by earning five (5) years pension credit in the Local Union 393 Defined Benefit Pension Plan.

Nevertheless, when Class A journeyman leaves covered employment, his/her status shall be frozen at the Hiring Hall during and for ninety (90) days after termination of the following: while he/she is disabled from the trade [as defined under the Local 393 Health and Welfare Plan]; while on active military service; while employed by a public agency in Santa Clara/San Benito Counties; while employed full time by Local Union 393 or any labor organization with which Local Union 393 is affiliated, while

employed full time by any United Association Joint Apprenticeship Training Center, or while employed full time in a non-bargaining unit position with a Contractor who is signatory to an Agreement with Local 393.

**B. CLASS B.** Shall consist of journeymen who have worked or have been available on the Out-of-Work List for a total of 1,000 hours per year for two (2) consecutive years within Santa Clara/San Benito Counties on the type of work covered by the Collective Bargaining Agreement(s) of Local 393. Once the journeyman has fulfilled his/her obligation now, in the past or in the future to qualify on the B List, he/she shall remain B List until he/she has a break in work for 24 consecutive months [break being defined as that point in time during the 24 consecutive months which he/she fails to work six hundred sixty (660) hours within twelve (12) consecutive months under the Local 393 Collective Bargaining Agreement during this same period of twenty-four (24) consecutive months].

**C. CLASS C.** Shall consist of journeymen referred to Local 393 by other United Association Local Unions. Said journeymen must have a minimum of five (5) years vesting credit in a UA Local or National Defined Benefit pension.

**D. CLASS D.** Shall consist of journeymen with a minimum of five (5) years vesting credit in a UA Local or National Defined Benefit pension plan.

**E. CLASS E.** Shall consist of all journeymen with less than five (5) years vesting credit in a UA Local or National Defined Benefit pension plan.

**12.** The Joint Hiring Hall shall maintain adequate registration facilities at the Joint Hiring Hall for employees and applicants for employment to register for work. All employees and applicants for employment shall be registered in their appropriate Craft List and Classes and in the order in which they apply for work. Employees or applicants shall be placed



on only one Craft Out-of-Work List. A separate list shall be kept for the registration of apprentices in the order in which they register to be placed on the apprentice out-of-work list.

### **13. Order of Dispatch**

#### **A. Journeymen**

Contractors shall submit job call requests directly to the Joint Hiring Hall which will include jobsite address and shall specify the particular craft designation required. The dispatcher shall offer the job to the person whose name appears on the top of the Craft Out-of-Work List for the requested craft in the following List order:

Request for Plumber:

A List Plumber  
A List Fitter  
A List Welder  
A List Refrigeration Fitter  
B List Plumber  
B List Fitter  
B List Welder  
B List Refrigeration Fitter  
C List Plumber  
D List Plumber  
E List Plumber

Request for Fitter:

A List Fitter  
A List Welder  
A List Plumber  
A List Refrigeration Fitter  
B List Fitter  
B List Welder

**Request for Fitter:**

B List Plumber  
B List Refrigeration Fitter  
C List Fitter  
D List Fitter  
E List Fitter

**Request for Welder:**

A List Welder  
A List Fitter  
A List Plumber  
A List Refrigeration Fitter  
B List Welder  
B List Fitter  
B List Plumber  
B List Refrigeration Fitter  
C List Welder  
D List Welder  
E List Welder

**Request for Refrigeration Fitter:**

A List Refrigeration Fitter  
A List Fitter  
A List Welder  
A List Plumber  
B List Refrigeration Fitter  
B List Fitter  
B List Welder  
B List Plumber  
C List Refrigeration Fitter  
D List Refrigeration Fitter  
E List Refrigeration Fitter

No persons from any one class List shall be dispatched until all persons who are registered in the next preceding List or Lists and who are available and willing to accept a dispatch have been dispatched. When two (2) or more persons are registered in any one (1) List, they shall be dispatched in the order in which they have registered for work, i.e., the first registered shall be the first dispatched.

**B. Apprentices.** Apprentices shall be dispatched in accordance with their classification and shall be dispatched in the manner of registration regardless of apprenticeship period. When a Contractor who is employing apprentices requests additional apprentices from the Joint Hiring Hall, the Contractor may request apprentices not in the same period in training as the apprentices currently employed by said Contractor.

**C. Tradesmen.** There shall be two (2) tradesmen lists maintained by the Joint Hiring Hall, a Tradesmen A list consisting of all tradesmen who have passed their probationary period and a Tradesmen B list consisting of probationary tradesmen. Contractors may select and hire any tradesman or else they shall be dispatched first from the top of the A list and then from the top of the B list, in the order they have registered. To remain on the list and retain one's place on the list, a tradesman must re-register in person at the Hiring Hall no later than thirty (30) days after initial placement, and no later than thirty (30) days after each re-registration.

**D. Material Handlers.** There shall be two (2) material handler lists maintained by the Joint Hiring Hall, a Material Handler A list consisting of all material handlers who have passed their probationary period and a Material Handler B list consisting of probationary material handlers. Contractors may select and hire any material handler or else they shall be dispatched first from the top of the A list and then from the top of the B list, in the order they have registered. To remain on the list and retain one's place on

the list, a material handler must re-register in person at the Hiring Hall no later than thirty (30) days after initial placement, and no later than thirty (30) days after each re-registration.

#### **14. LAYOFF:**

**A.** In the event of a layoff due to a reduction in force, Class C, D and E employees shall be the first laid off, then Class B employees shall be next laid off, and then the Class A employees shall be laid off. **Note:** Apprentices shall be considered a Class A employee for purposes of layoff.

**B.** A Contractor may not layoff Class A employee while employing Class B, C, D or E employee, if the Class A employee is capable of performing the work that a Class B, C, D or E employee has been performing.

**C.** Whenever a Class A List employee is laid off for a normal reduction of force, the employee must, within two (2) working days, sign in on the appropriate Out-of-Work List. If the Union is aware of a Class B, C, D or E employee still working for said Contractor, the Union has ten (10) days from the date of layoff to file a complaint with the Joint Conference Board. If it is found that a Class B, C, D or E employee was still employed and doing the work that the Class A employee is capable of doing. If the Contractor or the Contractor Association is unable to meet within four (4) days, the employee will be entitled to up to four (4) days wages and fringes if the Contractor is found of violation of the Master Labor Agreement and the employee has not gone to work for another employer. If the employee has not returned to work for another Contractor, the Joint Conference Board may require the Contractor to re-employ the employee who was laid off. All parties shall make all possible effort to hold the Joint Conference Board meeting as soon as possible.

**D.** Class B employees shall have the same rights to return to work and to compensation as provided for Class A employees, if a Class C, D or E employee is still employed when the Class B employee is laid off.

**E.** The Joint Conference Board shall only have jurisdiction to hear complaints under this Paragraph if (1) the Class A or Class B employee signs the Out-of-Work list within two (2) working days of the layoff and (2) the Union files a complaint with the Joint Conference Board within ten (10) days of the layoff.

**F.** Seniority for layoff shall be Company wide, not by job.

**G.** A contractor shall issue termination slips for a two year period after being required to do so by the Joint Conference Board. Employers shall provide employees with a termination slip stating the reason they were terminated. The termination slip shall be presented to the employee at the time of termination and signed by a supervisor. Termination slips shall be provided to the Employer by the local union.

**15. Apprentice Ratio:** The qualified Contractor may employ one (1) apprentice when it has at least one (1) journeyman regularly employed, and one (1) additional apprentice for each three (3) additional journeymen. When three (3) journeymen are steadily employed on new construction, the next hired must be an apprentice, if available. Job site ratio may be one (1) apprentice per each journeyman.

**16.** No journeyman who holds an active Contractor's License will be eligible to sign the Out-of-Work List or to be dispatched for work covered by this Agreement unless he/she submits evidence that he/she has made his/her Contractor's License inactive through the procedure specified by the California Contractor's State License Board.

**17.** The Contractor shall have the right to reject any appli-

cant for employment referred by the Joint Hiring Hall, but in the exercise of such right shall in no way discriminate against any worker by reason of membership or non-membership in any Union. Any applicant for employment reporting for work shall be entitled to four (4) hours show-up pay at the wage and fringe rate shown on the dispatch, if rejected, unless said applicant is not qualified for the job. If the applicant is rejected because he/she is not qualified for the job, he/she shall not be entitled to any show-up pay. Once an applicant is rejected and paid the four (4) hours show-up pay, he/she shall not be entitled to show-up pay from the same employer if rejected during the six months period following the payment of show-up pay by the same employer.

**18.** A Contractor may discharge any employee for just cause, but the Contractor must prove just cause before the Joint Conference Board whenever the Local Union believes the Contractor did not have just cause to discharge the employee. If the Contractor is found not to have just cause, the Contractor shall be compelled to pay lost wages and fringe benefits for time lost by the employee, as stated below. Once the employee accepts employment from 393's joint hiring hall, the liability shall not continue. If the employee is not available for work or does not accept work that the Joint Hiring Hall has offered, the Contractor shall have no liability from that date forward.

If the Local Union or the employee is not able to meet within two working (2) days from the date of the discharge, the Contractor's liability shall be limited to two (2) days. If the Contractor Association or the Contractor is not able to meet within four (4) days from the date of the discharge, and the Contractor is found not having just cause for discharge, the employee shall be entitled to a maximum of four (4) days wages and fringe benefits. If the employee has not returned to work for another Contractor, the Joint Conference Board may require the Contractor to re-employ the employee who was discharged.

**19.** In the event the Joint Hiring Hall does not dispatch any workers within two (2) full working days following the day that the Contractor's request for workers is received if the request is in writing, the Contractor may employ any worker, but shall arrange for a dispatch to be issued for such worker from the Joint Hiring Hall prior to the commencement of such employment, and such dispatch shall upon request be issued by the Joint Hiring Hall to the employee.

**20. NAME HIRE, RECALL, AND CALL FOR CERTIFIED WELDER:**

**A. NAME HIRE.** A Contractor may name hire one employee, regardless of that employee's place on the Class A List, by name from the Class A List only. If the Contractor does name hire, the next two journeymen dispatched to that Contractor must be list hires. The hiring of applicants by name to act as Foreman or General Foreman shall count as a name hire. A name hire request must be in writing, signed by the Contractor or senior representative thereof, and presented to the Joint Hiring Hall. There will be no banking of name hire privileges that would result in a Contractor being able to hire two (2) employees consecutively by name. A Contractor shall not abuse or manipulate the short call hiring procedure for the purpose of qualifying for a name hire.

In the event the name hired Class A employee is not registered on the Out-of-Work list with the Joint Hiring Hall, or not available for work, or not willing to accept the dispatch, the Joint Hiring Hall shall notify the Contractor as soon as possible; and the two (2) working days' period specified in paragraph 19 shall not commence to run until receipt by the Joint Hiring Hall of an additional request for an employee from the Contractor.

**B. RECALL FROM CLASS "A" LIST:**

**"A" LIST RECALL:** Upon receipt of a valid recall request, the Joint Hiring Hall shall dispatch the person registered

on the "A" Out of Work List who has worked for said contractor within the past twelve (12) months, except as provided below:

Whenever an "A" List person has been on the Out of Work List and available for work for sixty (60) calendar days without being offered a referral for employment, recall shall be limited to persons registered on the "A" Out of Work List who have worked for said contractor within the past six (6) months. Once the six (6) month recall period has been implemented, it shall remain in effect for a minimum of thirty (30) days. The twelve (12) month recall provision will not be reinstated until there are no "A" List persons on the Out of Work List more than thirty (30) calendar days without a job offer.

**C. CALL FOR CERTIFIED WELDER.** Effective July 1, 2006, a contractor may request the dispatch of a welder who holds a current certification approved by the U.A. Local 393 Training Center in one of the following three (3) procedures: Shielded Metal Arc Welding (ARC), Gas Metallic Arc Welding (MIG), or Gas Tungsten Arc Welding (TIG). When a contractor requests the dispatch of a welder with a current U.A. Local 393 Training Center certification or equivalent in ARC, MIG, or TIG, the Joint Hiring Hall will dispatch certified welders in order of registration from the Class "A" Lists, then those from the Class "B" Lists, then those from the Class "C" Welder List, then those from the Class "D" Welder List, then those from the Class "E" Welder List. When a welder is hired by certification dispatch under this procedure, the welder will continue on the contractor's payroll when required to re-test to maintain any of the three (3) certifications stated above.

**21. Return To Immediate Previous Employer:** Class A-List journeymen and indentured Apprentices may return to work with their immediate previous employer, and must have a dispatch from the Joint Hiring Hall issued to them within two days of returning to work, provided that the journeyman or



indentured Apprentice has not worked more than seven (7) days for another employer. Short jobs (i.e., seven (7) days or less) shall not disqualify a Class A-List journeyman or indentured Apprentice from returning to work for his/her immediate previous employer for whom he/she worked eight (8) or more days.

**22. Out of Area Contractor – Company Representative:**

Regardless of anything herein to the contrary, Contractors from outside the area covered by this Agreement coming into said area to perform work covered by this Agreement may bring in one (1) plumber for plumbing work, one (1) steamfitter for steamfitting work, one (1) sprinkler fitter for fire protection work and one (1) leadburner for lead line work for each job inside the area covered by this Agreement. The Contractor must, however, before commencement of the job, notify the Joint Hiring Hall in writing of the names of such workers. In the event the Contractor brings in one (1) worker, as above set forth, it shall be a condition of employing said worker within the jurisdiction of U.A. Local 393 for the Contractor to hire at least one (1) additional journeyman on the sixth (6th) working day.

**23. EMPLOYERS WITHIN THE BAY AREA (UA Local 342 & 467) - FREEDOM OF MOVEMENT OF MEN**

A. An individual Employer who's permanent shop is located outside the geographical area covered by this Local Union Agreement and is located in the geographical jurisdiction of the following Bay Area Local Unions: Local No. 342 and Local No. 467 are free to travel up to one (1) employee from the employer's regular work force per jobsite or project, under the following provisions:

- i. One (1) Employee for Plumbing Scope of Work.
- ii. One (1) Employee for Steamfitting, Pipefitting, or Wetside Heating or Air Conditioning Piping Scope work combined.

**B.** Additionally if there are four (4) or more Local Union No. 393 employees on each jobsite or project (with at least one (1) being an Apprentice) the Individual Employer shall be allowed to bring on each jobsite or project one (1) additional employee member as described above. Such one (1) additional employee will be dispatched as a journeyman through the Local No. 393 Hiring Hall and shall have the fringe benefits paid to the Local No. 393 Trust Funds with the Pension and Health and Welfare reciprocated to his or her home Local Union.

**24.** There shall be no crossover from the Plumbing crew to the Pipefitting crew or vice versa for the first or the sixth man traveled into Local No. 393. Such additional dispatched employee must be a member of Local No. 342 or Local No. 467.

**25.** The Employer must be signatory to the Local No. 342, No. 393 and No. 467 Master Labor Agreements and each such Master Labor Agreement must have this same additional travel provision in it's agreement or this provision is not applicable.

**26.** The first employee as referenced above is considered the Company Representative and upon deposit of the employee's Travel Card, shall have his or her fringe benefits paid to his or her home Local Trust Funds.

**A.** The Individual Employer shall notify the Employment Office of the Union of the name of each such employee and the location of the job or project at the time each such employee is sent into such area and each such employee, before reporting to the jobsite or project, will report to the Employment Office of the Union in person and such Employment Office shall issue him or her a dispatch and further provide that all of the provisions of this Agreement shall be applied to and cover such employee.

B. Any employee sent into the jurisdiction of the Local Unions referenced above under the terms of this Agreement shall be paid the higher taxable wage and fringe benefits required either by Local No. 393 or his or her Home Local.

C. In the event the Employer brings one (1) employee from their regular workforce as set forth above, it shall be the condition of employing said employees within the jurisdiction of the Local Union for the Employer to hire at least one (1) journeyman on the sixth working day from the Local Union No. 393 Hiring Hall. It is not the intent of the parties to require the Employer to employ such additional employees upon work such as punch list items, single family residences under a single contract, service and repair and the like. However, where such work is clearly available the Employer must employ the additional journeyman.

D. Any employee or applicant or Employer claiming to be aggrieved by the application to himself or herself of any of the provisions of this Agreement shall submit the same to the grievance procedures of the Individual Local Unions referenced in this Agreement.

**27. PAY RATES FOR OUT OF AREA CONTRACTOR COMPANY REPRESENTATIVES:** Any Contractor bringing a worker into this jurisdiction shall pay the highest wage and fringe package required by either their home Local Agreement or this Agreement. The worker's fringe benefits and vacation shall be paid to their home Local Union. The difference between the total package and the home Local Union fringe benefits will be paid to the worker as their taxable wage. Such benefits shall include travel or subsistence pay according to their Local Agreement and mileage shall be computed from such location as that Local Agreement stipulates. The Contractor shall supply Local 393 with copies of Certified Payroll, to include wages, fringes, travel or subsistence payments as outlined above upon written request by Local Union 393.

**28. NON DISCRIMINATION:** The Joint Hiring Hall, in carrying out the provisions of this Agreement with respect to matters covered in this ARTICLE regarding registration and dispatch, will not discriminate either in favor of or against any person by reasons of race, sex, creed, color, religion, national origin, or age, or of membership in, or non-membership in any Union, or by reason of activity in behalf or in opposition to any Union, nor shall the carrying out of the provisions of this Agreement with respect to the matters covered in this ARTICLE regarding registration and dispatch be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements, except to the extent of enforcing the Union shop clause of this Agreement.

**29. GRIEVANCE PROCEDURE** Any employee or applicant for employment claiming to be aggrieved by the application of any of the provisions or paragraphs of ARTICLE II or this ARTICLE III whether by the Union, the Association or any Contractor, may submit the same to the Grievance Procedure provided in ARTICLE IV hereof. Such grievance must, however, be submitted in writing to the Joint Hiring Hall Committee within ten (10) days of the occurrence giving rise thereto. Any worker or applicant for employment failing to observe the requirements of this paragraph shall by reason thereof be deemed to have waived their grievance. Forms for the submission of such grievance shall be available at all times in the Joint Hiring Hall. The Joint Conference Board shall have the authority to promulgate rules and regulations for the operation of the Joint Hiring Hall not inconsistent with the terms of this Agreement.

**30. POSTING:** This ARTICLE III shall be posted on the Bulletin Board of the Joint Hiring Hall in its office, and the Bulletin Boards of the Contractors where notices to employees and applicants for employment are normally posted.

## **ARTICLE IV - Joint Hiring Hall Committee**

**31.** There shall be a single Joint Hiring Hall Committee composed of 5 Contractor and 5 Union representatives to supervise and control the operation of the job referral system herein. The Committee shall meet upon call of the Chairman or Vice-Chairman as necessary.

**32.** Three (3) members appointed by the Contractors and three (3) members appointed by the Union shall constitute a quorum.

**33.** The Joint Hiring Hall Committee shall have the following power:

**A.** To establish any and all rules and regulations from time to time that it deems advisable for the operation of the job referral plan.

**B.** Properly post the rules and regulations together with the provisions of this Agreement, as set out in ARTICLES II and III in the Joint Hiring Hall, at the Contractor's office and at the job site.

**C.** To hear and determine any and all disputes or grievances arising out of the operation of the job referral system, including, but not limited to, grievances arising from claims by applicants that they have been improperly placed on, or refused placement on, or denied dispatch from Out-of-Work registration lists, and claims by the Union or applicants for damages or other relief based on alleged violation of the hiring procedure. Any applicant or registrant shall have a right to refer any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Hiring Hall Committee.

**D.** To discipline any worker or applicant for employment who makes a deliberately false statement in his application for referral or who misrepresents his past experience or employment.

**E.** The Joint Hiring Hall shall establish and implement an Employment Eligibility Verification program if required by law to comply with the U.S. Immigration and Naturalization Service requirements for employees, who must produce acceptable documents to prove they are authorized to work in the United States under the Immigration Reform and Control Act of 1986. Any person not providing the Joint Hiring Hall with the proper documents so required shall not be eligible for dispatch. The requirements of the Immigration Reform and control Act of 1986 shall be available to the applicants for employment at the Joint Hiring Hall. This does not relieve the employer of its obligation.

**34.** Whenever the Joint Hiring Hall Committee reaches a deadlock, the matter shall be submitted to an impartial arbitrator, selected in accordance with the terms of Paragraphs 40 and 41 of this Agreement. The authority of such arbitrator shall be limited to interpreting and applying the provisions of ARTICLES II and III and the rules and regulations of the Joint Hiring Hall Committee. The arbitrator's decision shall be final and binding on all parties, including applicants.

**35.** If any questions arise as to the qualifications and competency of an applicant, the Joint Hiring Hall Committee shall make the determination. Such determination shall be fair and impartial without regard to applicant's membership or non-membership in the Union.

## **ARTICLE V - Joint Conference Board**

**36.** It is the intention of the parties to this Agreement to settle problems that may arise on a local level. In order to provide means for uniform interpretation and application of this Agreement in respect to any provisions upon which the parties may disagree, each Association and the Union hereby establish a separate Joint Conference Board consisting of ten (10) members. Five (5) members shall be selected by the Union for each Board and five (5) members shall be selected by each Association for their Board.

**37.** A Joint Conference Board shall meet upon call of the Chairman or Vice-Chairman as necessary, and shall agree upon and determine the time and place of meetings, the rules and procedure, shall elect a Chairman, a Vice-Chairman and a Secretary from its membership, and shall determine all other details necessary to promote and carry off the business for which it is appointed. Two (2) members appointed by the Contractor Association, and two (2) appointed by the Union shall constitute a quorum for the transaction of the business of the Board; the number of votes allowed to each side, however shall in no event exceed the lesser number of Union or Contractor members present, as the case may be.

**38.** Whenever any such disagreement or dispute exists between the Union and any Contractor subject to this Agreement, either of said parties may refer the same to the Joint Conference Board of that Contractor's Association for determination. Such reference shall be in writing, signed by the party or its agent making the reference and shall be addressed and sent to the Secretary of the Board, and a copy thereof served upon the other party, and shall state the referring party's understanding of the same. The other party, not later than ten (10) days after receipt of said service may, but need not, send to the Board Secretary and serve copy on the referring party, its own understanding of the dispute or disagreement.

**39.** Upon such referral of such said matter, the Joint Conference Board shall take jurisdiction of the same and proceed to a determination of the said dispute or disagreement. Its decision shall be final and binding on both parties.

**40.** If the Joint Conference Board, after meeting, cannot or does not agree on a decision on any such matters within ten (10) days after so referred to it by the referring party, it shall lose jurisdiction thereof, and either party to the dispute may refer the matter to arbitration. If the matter is referred to arbitration, the Joint Conference Board shall choose an impartial person who shall act as arbitrator to decide the matter. The

arbitrator's decision shall be final and binding on all parties hereto. Any expense of employing such impartial person and/or reporter and transcript for the arbitration shall be borne equally by the parties hereto.

**41.** If the Joint Conference Board cannot or does not agree on the arbitrator within ten (10) days after it has lost jurisdiction to decide the matter referred to it, either party may request by proper legal proceedings any competent court to appoint the arbitrator.

**42.** Once such dispute or disagreement is legally and properly referred to the Joint Conference Board, the parties shall not use or invoke any means of enforcement of their respective positions except as hereinabove in this ARTICLE provided through the Joint Conference Board and the arbitration.

**43.** Additionally to the foregoing function of the Joint Conference Board, it may upon concurrence of a majority of the Contractor members and a majority of the Union members of the Board, function in respect to the following:

**A.** To establish the general recognition and enforcement of the wages, hours, and working conditions of this Agreement.

**B.** To hear and adjust disputes or differences that may arise in the enforcement of this Agreement.

**C.** To promote the mutual interest of the parties to this Agreement.

**44.** No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the Contractor and the Union within ten (10) days after the alleged violation was committed unless a different time period is specified in this Agreement for the particular grievance involved. Any of the time limits set forth in this Article may, by mutual agreement of the Union and Association/Contractor involved, be extended or modified.



## **ARTICLE VI - No Strikes or Lockouts - Jurisdictional Disputes**

**45. NO STRIKES OR LOCKOUTS.** The parties hereto agree that while this Agreement is in effect, and while the other party hereto complies herewith, there shall be no strike, lockout or other work stoppage, except that it is understood that a stoppage of work because of any lawful primary picket line or one sanctioned by the Santa Clara-San Benito County Building Trades Council, shall not be a violation of this Agreement; and no employees shall be discharged, disciplined, suspended or laid off for honoring or refusing to work behind such picket line.

**46. JURISDICTIONAL DISPUTES:** In the event of any dispute between Local Unions of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, as to the jurisdiction of the work performed by Contractors, such dispute shall be referred to and settled by the United Association. The parties hereto agree that there will be no slowdown or stoppage of work except as set forth in the preceding paragraph; and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them, except for a violation of ARTICLE I, paragraph 3.

Pending the decision upon any dispute or grievance, work shall be continued in accordance with the provisions of this Agreement with the understanding that the Contractor signatory to this Agreement shall make the assignment of the work to Local No. 393 pending the resolution of the dispute, provided the Contractor has the legal right to make the assignment.

## **ARTICLE VII - Journeymen and Apprentice Training**

**47.** The Journeyman and Apprenticeship Training Program shall be administered by a joint committee composed of an equal number of Contractor and Union representatives. Each Association listed in paragraph 1 shall be entitled to at least one representative on Pipe Trades Joint Apprenticeship and

Training Committee of Santa Clara and San Benito Counties (hereinafter referred to as JATC).

**48.** In order that an adequate supply of competent skilled workers shall be available at all times, it is agreed between the parties hereto that Apprenticeship Training shall conform to the Apprenticeship Standards prepared by the JATC and approved by the California Apprenticeship Council. The Local Union and JATC shall see that all apprentices receive a diversified training within their respective trade. The JATC may transfer any apprentice to another Contractor if the Committee finds that the apprentice is not getting the necessary training from his/her present Contractor.

**49. AUTHORITY OF J.A.T.C.** The JATC is authorized and empowered to adopt policies governing apprentices and to impose penalties for violations of those policies. The first twelve (12) months from the date of indenture shall be considered the probationary period for beginning apprentices.

**50. APPRENTICE DISPATCH LAY-OFF POLICY:**

**A.** Each apprentice being dispatched for employment shall secure his/her dispatch slip from the Joint Hiring Hall office and proceed directly to the designated place of employment. The Joint Hiring Hall shall notify the J.A.T.C. when an apprentice has been dispatched.

**B.** The Joint Hiring Hall may dispatch beginning first period Building Trades plumber, steamfitter and refrigeration fitter apprentices at any time during the year. Apprentices whose employment starts after the most current semester of school has started shall receive wage and fringe rate increases every six months throughout their apprenticeship as provided for apprentices in this Agreement. Said increases shall be withheld whenever said apprentice does not successfully complete his/her required semester of school or has not worked his/her required hours for said increase. Persons on the Building Trades apprentice plumbing, steamfitter or refrigeration fitter

apprentice waiting list shall not be required to accept any employment other than during the period of two months just before the beginning of school for first period apprentices. Persons who do not accept employment when offered within sixty (60) calendar days of the beginning of school for first period apprentices shall be dropped from the waiting list.

C. The apprentice must notify the J.A.T.C. office immediately after a lay-off by his/her employer. He/she will be given first consideration for dispatch before a new apprentice is dispatched and accepted into the apprenticeship program. When a lay-off occurs, the apprentice is **REQUIRED TO SIGN IN AT THE J.A.T.C. OFFICE FIRST** before signing the Out-of-Work List at the Joint Hiring Hall. At the time of sign in at the J.A.T.C., he/she will be given an "Apprentice Out-of-Work Registration" slip which must be presented at the Joint Hiring Hall before being allowed to register as available for dispatch. Failure to follow this procedure will result in the lay-off date being changed on the Joint Hiring Hall Out-of-Work list to conform to the actual date the apprentice officially signed out-of-work at the J.A.T.C. office. **EXCEPTION:** The only exception to the above is during the time each December when the Training Center is closed for the holidays.

D. An apprentice who fails to adhere to this policy will be fined three hundred dollars (\$300.00) which will be due and payable to the Plumbing Industry Apprentice Non-Profit Corporation within ten (10) days from the postmark date on the notice of infraction.

## **ARTICLE VIII - Working Conditions**

**51. CONTRACTORS WORKING WITH THE TOOLS:** Except as provided herein, no Contractor shall work with the tools of the trade. A "Contractor" shall be deemed to include any person, R.M.E., or R.M.O., and any one who by itself or through a member of its immediate family owns shares in, is

a general or limited partner of, a firm which performs work covered by this Agreement.

**52.** A Contractor may work with the tools of the trade with or without a journeyman up to four (4) hours on any service and/or repair job which requires four (4) hours or less to complete. A Contractor may also perform emergency jobs and repair work where the health and safety of the public are endangered.

**53.** On all jobbing and/or repair jobs, no firm shall be allowed more than one (1) working member; and the name of such member must be filed with Local Union 393.

**54.** On new construction work an Individual Contractor may work with the tools of the trade within the territorial jurisdiction of Local Union 393 provided:

**A.** They do not work on Saturday, Sunday or Holidays.

**B.** They do not work before the start of, or after the end of the regular work day.

**C.** They employ a journeyman covered by this Agreement to work with them.

**D.** The name of the Contractor who will work with the tools of the trade is on file with the Local Union. This privilege is restricted to the holder of the appropriate Contractor's license whether it be the owner, or the RME or RMO.

**E.** Any Contractor found guilty by the Joint Conference Board of violating any portion of these paragraphs may have the privilege of these paragraphs revoked and will still be bound by the paragraphs of this Collective Bargaining Agreement.

**55.** Any exception to the above provisions must be approved by the Joint Conference Board.

**56. SERVICE AND REPAIR DEFINED FOR PURPOSES OF CONTRACTORS WORKING WITH THE TOOLS:** The repairing or replacing water heaters, water services, installing gas stoves, repairs to heating systems, clearing sewer stoppages, the replacement of any inoperative equipment with equipment of a like size and type. Replacing of pipe that has failed to function with pipe of the same type and size.

**57. CONTRACTOR PROVIDED VEHICLES:** The Contractor's vehicle transporting employees shall be driven by a competent driver. No employee shall accept transportation in a Contractor's vehicle unless it is satisfactorily enclosed against the elements of the weather. A vehicle shall be provided with seats or benches. Employees are expressly forbidden to ride in the bed of trucks that contain gasoline, solvents, pipe, fittings, equipment or materials.

**58. GENERAL FOREMEN AND FOREMEN:** A general foreman or foreman shall be defined as an A List journeyman who is employed by the Contractor to act as a general foreman or foreman. Class B, C, D and E List journeymen shall not be employed as a general foreman or foreman.

**59. FOREMAN RATIO:** The selection and number of foremen is the responsibility of the Contractor. Where three (3) or more journeymen and apprentices (i.e. employees) are working, one (1) foreman shall be appointed and shall so act until said foreman has a total of nine (9) employees under supervision. If the job requires more employees, when the eleventh (11th) employee is hired, another foreman shall be appointed until said foreman has nine (9) employees under his/her supervision. Whenever the twenty-first (21st) employee is hired, a general foreman shall be named, and then the above ratio shall be followed for additional foremen and employees.

**60.** The above ratio shall also be applicable to all fabricating and welding bays.

**61.** Intent of Foreman Ratio to employees (Journeymen and Apprentices) inclusive:

3 employees	--	a Foreman shall be named
1 Foreman	--	3 through 10 employees
2 Foremen	--	11 through 20 employees
21st employee	--	a General Foreman shall be named
22nd employee	--	3rd Foreman shall be named
3 Foremen, 1 General Foreman	--	22 to 30 employees

The above ratio shall be followed for additional foremen and employees.

**62.** The general foreman shall not work as a journeyman. A foreman or general foreman with five (5) or more journeymen and apprentices inclusive under his/her supervision shall not work as a journeyman except that he/she may do so if he/she is engaged in work on a housing tract or in work on a multi-family dwelling contract, no part of which exceed three (3) stories in height, excluding garage. INTENT: The intent of this language is to provide that when a contractor has a contract that has multi-family dwellings more than three (3) stories in height and satellite dwellings less than three (3) stories in height, all work performed under that contract will require a non-working foreman when the foreman has five (5) or more journeymen and apprentices under his/her supervision.

**63.** General foremen may give orders directly to workers not in their crew provided they advise the workers' foreman of such as soon as practical.

**64.** All parties shall comply with all Federal Health and Safety Laws, State Laws, and City and County Ordinances pertaining to the Plumbing, Heating and Pipe Fitting Industry, including all State Safety and Health Measures and Laws. All Plumbing and Heating Contractors shall at all times encourage their journeymen employees to acquire a Certificate of Competency to perform work covered under the Uniform

Plumbing Code, and all Contractors shall do everything within their power to promote a Uniform Plumbing Code covered by the jurisdiction of this Agreement.

**65. EMPLOYEE ERRORS:** The worker shall be responsible for defects of workmanship resulting from their own negligence, the question of such responsibility to be determined by the Joint Conference Board as provided in ARTICLE V. The Union shall, however, in no event be responsible for worker's performance of their work.

**66. STARTING WORK:** Workers may be at the Contractor's shop, yard, or job site at a time prior to their regular shift, but in no event shall workers be at their place of work ready to work prior to five (5) minutes before commencement of the work day.

**67.** The unloading or loading of trucks or handling material, or driving a truck that was loaded with material and equipment before the starting time and after the ending time is classified as overtime work covered by this Agreement and shall be paid for at the overtime rate of pay.

**68.** Where, because work area is located inside an industrial plant, the employees are required to walk to the work area and the time required to walk to the work area creates a hardship on the employees, the Contractor's representative and the Union's representative shall meet to establish a reasonable time to be allowed to walk one way on the Contractor's time. If the parties cannot agree on a reasonable time, the matter shall be certified to the Joint Conference Board and the decision of the Board shall be binding on all parties.

**69. PARKING:** Parking fees shall be paid by the Contractor where there is no free parking available within 2/10<sup>th</sup> of a mile of the job site in the following areas:

University of Santa Clara  
Stanford University

San Jose City College  
San Jose State University  
San Jose Urban Redevelopment

**70. VOTING TIME OFF:** If any employee does not have sufficient time outside of working hours within which to vote at any general, direct primary or presidential primary election, they may, without loss of pay, take off so much working time as will, when added to their voting time outside their working hours, enable them to vote.

**71.** Employees may take off so much time as will enable them to vote, but not more than two (2) hours of which shall be without loss of pay, provided that they shall be allowed time off for voting only at the beginning or end of their regular working shift, whichever allows the most free time for voting and the least time off from regular working shift, unless otherwise mutually agreed.

**72.** If the employee on the third (3rd) working day prior to the day of the election knows or has reason to believe that they will need time off to enable them to vote on election day, said worker shall give Contractor at least two (2) working days' notice that they desire time off in accordance with the provisions of this paragraph.

**73.** Each employee shall have at least the rights guaranteed under the provisions of the Election Code of the State of California as it now exists or as it may be amended during the term of this Agreement.

**74.** 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 on the use of machinery, tools or other labor-saving devices supplied by the Contractor, provided such equipment is operated in accordance with the applicable State and Federal safety orders.

**75. TESTS:** Whenever any test is required of any employ-



ee by a Contractor by reason of the specification of a job, the Union agrees that upon being requested to furnish workers for such test they will supply only workers who are experienced in the type of work for which the test is required, unless otherwise agreed to by the Contractor. Before any person commences the test, they shall be placed on the payroll of the Contractor. Any employee failing to pass the test shall be paid not less than four (4) hours at straight time rate, unless the time goes beyond the hours of a regular work day.

**76. RECERTIFICATION:** When an employee needs to recertify in the particular phase of welding which they are performing for a Contractor, the Contractor agrees to continue them on the payroll while they perform recertification.

**77.** No employee shall be permitted to perform any work covered under this Agreement coming under the jurisdiction of the Local Union without having been properly dispatched from the Joint Hiring Hall. Violations of this paragraph shall be submitted to the Joint Conference Board. This paragraph shall not preclude the Local Union from taking such action as they feel necessary before their Local Union Executive Board.

**78. TOOLS:** The workers shall use ordinary care of all tools.

**79.** No employee covered by the terms of this Agreement shall furnish an automobile or any conveyance for any purpose other than to convey himself/herself to and from work. **INTENT:** Means that the worker shall not use their personal vehicle between the established work hours of this Labor Agreement.

**80. CONTRACTOR TRUCK IDENTIFICATION:** All trucks of Contractors are to be identified by a sign and number on both sides of the truck, legible at one hundred feet (100'), painted or permanently attached thereto, and displaying the name of the firm, the contractor's license number for the firm. Any Contractor found guilty by the Joint Conference Board of

violating this paragraph will be subject to disciplinary action of a fifty dollar (\$50) contribution to the Training Fund for the initial violation and an additional fifty dollar (\$50) daily contribution, commencing thirty-one days after official notification is received from the Local Union Business Office, so long as violation remains in effect. The contractor must provide proof of correction at the Union Hall.

**81.** Every truck must have a competent driver who has a valid California State Driver's License and who shall be paid at the prevailing wage rate.

**82.** No employee shall drive a Contractor's truck unless it shall be identified as described herein.

## **ARTICLE IX – Holidays**

**CONSTRUCTION:** The following are holidays for all construction, including but not limited to new construction, remodel, retrofit and tenant improvement:

The day before New Year's Day

New Year's Day

Martin Luther King's Birthday (3rd Monday in January)

President's Day

Good Friday

Memorial Day

Fourth of July

First Friday in August

Labor Day

Columbus Day

Veterans' Day (2nd Monday in November)

Thanksgiving Day

Friday following Thanksgiving Day

The day before Christmas

Christmas Day

**ADDITIONAL HOLIDAYS:** The following days are Holidays:

Monday following a Sunday Holiday

Monday preceding a Tuesday Holiday

Friday following a Thursday Holiday

Friday preceding a Saturday Holiday

Friday preceding a Monday Holiday [except the Friday before Columbus Day, Martin Luther King's Birthday and Veterans Day]

Saturday in conjunction with a Monday or Friday Holiday.

**83. UNION ACTIVITIES DAY:** The Contractor agrees that should the Union implement a Union Activities Day, the Contractor will permit employees to take off from work one (1) day per year, upon receiving thirty (30) days notice from the Union.

**84.** No work shall be required on Labor Day except in cases of extreme emergencies, where the health and/or safety of the public are endangered.

**85. PLUMBING SERVICE AND REPAIR:** The following shall be considered holidays on Service and Repair. The rate of pay for all work performed on service and repair holidays is time and one-half the taxable rate, plus straight time for all fringe benefit payments:

New Year's Day

President's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

If a holiday falls on a Sunday, the Monday following shall be considered a holiday.

## **ARTICLE X - Overtime Work Permits**

**86.** It is the responsibility of the Contractor and employee to see that Overtime Permits are obtained and posted for all programmed construction overtime work. **INTENT:** Means all programmed overtime work performed before and after the regular work day, and work performed on Saturdays, Sundays and holidays.

**87.** The Contractor must contact the Local Union and obtain permission for all overtime work and an Overtime Permit number. Overtime Permits on approved permit forms must contain the Contractor's name, dates to be worked, the job name, the job address, the names of all employees working and an Overtime Permit number. Overtime Permit forms may be obtained from the Local Union Office.

**88.** The Local Union shall have the right to refuse Overtime Permits when ten percent (10%) of the membership is unemployed in the classification of work for which the Permit is requested, excepting jobbing and repair, industrial maintenance, commercial remodeling or any work that can only be done during overtime hours. Upon being found guilty of violating this ARTICLE by the Joint Conference Board, the Contractor may be liable for wages and fringe benefits to be paid to workers on the out-of-work list at the Joint Hiring Hall for all work performed without obtaining an Overtime Permit as required above.

## **ARTICLE XI - Subcontracting**

**89.** The terms and conditions of this Agreement insofar as they affect the Contractor shall apply equally to any Subcontractor under the control of, or working under contract with, such Contractor on any work covered by this Agreement which is to be performed at the site of construction, alteration, painting or repair of any building, structure or other work, and said Subcontractor with respect to such work shall be considered the same as the Contractor covered hereby.

**90.** If a Contractor subcontracts any such work, provision shall be made in the subcontract for the observance by the Subcontractor of all of the terms and conditions of this Agreement.

**91.** A Subcontractor is defined as any person (other than a Contractor covered hereby), firm, or corporation, who or which agrees orally or in writing, to perform for or on behalf of a Contractor any part of the work covered by this Agreement.

**92.** No Contractor who has complied with the requirements of this ARTICLE XI shall be liable to the Union or to any worker for any default of its Subcontractor in the performance of the terms and conditions of this Agreement if the following language is contained in the contract with the Subcontractor:

In consideration of CONTRACTOR entering into this Agreement, SUBCONTRACTOR agrees that in the performance of all work hereunder, SUBCONTRACTOR will be bound by and comply with all terms and conditions of the Collective Bargaining Agreement between U.A. Local No. 393 and the CONTRACTOR and all Individual and Independent Contractors and others, governing the performance of work by CONTRACTOR.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Sub-Contractor Signature

**93.** It is understood and agreed that this provision shall be enforced only to the extent necessary to protect and preserve to the employees in the bargaining unit all of the work which has normally and traditionally been performed by them. It is further understood and agreed that enforcement of this provision shall not include any self-help on the part of the Local

Union such as the removal of employees from the job. All enforcement will be under the grievance procedures of the collective bargaining agreement.

## **ARTICLE XII - Stewards and Union Representatives**

**94.** A steward shall be a working journeyman appointed by the Business Manager or Agent who shall, in addition to their work as a journeyman, be permitted to perform during working hours, Union duties as cannot be performed at any other time. The Union agrees that such duties shall be performed as expeditiously as possible, and the Contractors agree to allow the stewards a reasonable amount of time for performance of such duties. The Union shall notify the Contractors of the appointment of each steward in writing.

**95.** The steward shall be the last journeyman laid off or transferred. If transferred, the steward shall be the first journeyman returned to the job.

**96.** The steward shall be given the opportunity to work on any overtime provided said steward is competent and capable of such.

**97.** If a Contractor is not satisfied with the performance of a steward in either a journeyman or steward capacity, the Contractor or Contractor's Representative shall go before the Joint Conference Board with the steward to discuss any dissatisfactions.

**98.** The Business Representative of the Local Union shall have access to the job site or shop, excluding offices, during working hours for the purpose of checking the members of the Union and the manner in which the terms of this Agreement are being complied with. If any condition requiring adjustment is observed, said Business Representative shall report them to the Contractor or their authorized representative.

## **ARTICLE XIII - Pay Provisions**

The Union shall provide wage and fringe benefit schedules for

all trade and craft classifications, for Straight time, Overtime and Double Time rates and Shift rates. See Appendix B

**99. Straight Time Hourly Schedule Effective July 1, 2009 through June 30, 2010, the Journeyman total hourly cost package shall be as follows:**

Base Rate	\$47.12
Employee Savings	\$02.00
Dues Check-Off	\$01.54
Total Taxable Wages	\$50.66
Health & Welfare	\$11.31
H&W Extended Reserve	\$00.50
Pension	\$10.57
SUB	\$00.30
Training Local	\$01.05
Training National	\$00.10
Labor Management Cooperation Trust	\$00.10
Contract Administration	\$00.25
Total Fringes	\$24.18
Total Package	\$74.84

**SEE WAGE SCHEDULE - See Appendix B**

**100. FOREMAN AND GENERAL FOREMAN PAY:** Foremen shall receive not less than ten percent (10%) and general foremen not less than twenty percent (20%) over the regular straight time hourly rate for journeymen, including Employee Savings payments, and computed to the nearest one cent (1¢). The Fringe Benefits for foremen and general foremen shall be the same as for journeymen.

**SEE WAGE SCHEDULE - See Appendix B**

**101. FUTURE INCREASES:**

**A.** Effective July 1, 2010 through June 30, 2011 there will be an increase in the journeyman cost package of \$3.50

per hour. The total hourly cost package will be allocated to wages and fringes by the members of Local 393.

**B.** Effective July 1, 2011 through June 30, 2012 there will be an increase in the journeyman cost package of \$3.50 per hour. The total hourly cost package will be allocated to wages and fringes by the members of Local 393.

**SEE WAGE SCHEDULE - See Appendix B**

**102. Wage & Fringe Reallocation:** Local Union 393 may re-allocate moneys between wages and fringe benefits, excluding Contract Administration, so long as the Total Cost Package does not change, except for the contribution to the Local Training Fund which cannot be reduced without the written approval of the Associations

**103. Employee Savings Deduction:** The Contractor shall deduct from the basic hourly wage rate the amounts set forth in the wage scales for each classification and forward it to the individual employee's savings account, if so elected by the employee. Employees may opt in or out during July 2009, and every November thereafter for the term of the agreement.

**104. DUES CHECK-OFF DEDUCTION:** The Contractor shall deduct from the basic hourly wage rate the amount specified for dues check off for each hour worked as provided in this Agreement.

**105. VACATION TIME OFF:** Each employee must be allowed a minimum of two (2) weeks' vacation each year if requested, provided the employee notifies the Contractor at least two (2) weeks in advance.

**106. APPRENTICE WAGES AND FRINGES:**

**SEE WAGE SCHEDULE - See Appendix B**

**107. CONSTRUCTION TRADESMEN WAGES, FRINGE**



## **BENEFITS AND WORKING CONDITIONS.**

### **A. SEE WAGE SCHEDULE - See Appendix B**

**WAGE PROGRESSION SHALL BE BASED UPON TOTAL EMPLOYMENT IN THE INDUSTRY WITH SIGNATORY EMPLOYER(S) AT ONE (1) YEAR PER LEVEL, UNTIL LEVEL FIVE (5).**

**B. SCOPE OF WORK:** Tradesman scope of work defined at end of Exhibit A.

**C. PROBATIONARY PERIOD:** Unless and until the Tradesman completes one full continuous year of employment with same employer, he/she shall be employed on probationary status. During such probationary period, the Tradesman may be terminated for any reason and such termination shall not be subject to the grievance procedure of the Agreement. Upon completion of the probationary period, an unemployed Tradesman shall be entitled to placement on the construction Tradesman A list at the hiring hall and shall have priority in dispatch over probationary construction Tradesman on the construction Tradesman B list. If a Tradesman who has passed probation is terminated and contends that he/she was terminated without just cause, then the grievance procedure of this Agreement shall apply.

**D. ANNUAL WAGE OPENING:** This Agreement may be opened each year on the anniversary date of July 1 to renegotiate Tradesmen wages and fringes by either party by giving notice in writing to the other party during the 30 day period between 60 and 90 days prior to the appropriate July 1 anniversary date.

## **108. MATERIAL HANDLER WAGES, FRINGE BENEFITS AND WORKING CONDITIONS:**

### **A. SEE WAGE SCHEDULE - See Appendix B**

**B. SCOPE OF WORK:** Material Handler scope of work defined at end of Exhibit A.

**C. PROBATIONARY PERIOD:** Unless and until the Material Handler completes one full continuous year of employment with same employer, he/she shall be employed on probationary status. During such probationary period, the Material Handler may be terminated for any reason and such termination shall not be subject to the grievance procedure of the Agreement. Upon completion of the probationary period, an unemployed Material Handler shall be entitled to placement on the construction Material Handler A list at the hiring hall and shall have priority in dispatch over probationary construction Material Handler on the construction Material Handler B list. If a Material Handler who has passed probation is terminated and contends that he/she was terminated without just cause, then the grievance procedure of this Agreement shall apply.

**D. ANNUAL WAGE OPENING:** This Agreement may be opened each year on the anniversary date of July 1 to renegotiate Material Handler wages and fringes by either party by giving notice in writing to the other party during the 30 day period between 60 and 90 days prior to the appropriate July 1 anniversary date.

**109. PAY DAY PROVISIONS.** Pay day shall be once each week with not more than three (3) days' pay being withheld, except that if because of the size or nature of the job and payroll more time is needed, the time may be extended by mutual consent between Contractor and the Local Union. Employees are to be paid during the regular shift whether working in a shop, Contractor's yard, or in the field. If a regular pay day falls on a holiday, the day before the holiday shall be designated as pay day. When a holiday falls on the day after the end of the pay period, pay day may be one (1) work day later.

## **110. PAY ON LAYOFF OR DISCHARGE:**

**A.** When employees are laid off or discharged, they must be paid wages due them immediately at the time of layoff or discharge in compliance with the California State Labor Code.

**B.** Employees terminated shall be released no less than one (1) hour before the end of their employment to report to the Hiring Hall for the purpose of registering for work and shall be paid for this hour or paid one (1) hour in addition to the hours actually worked.

**111. PAYROLL CHECKS:** Payroll checks must bear the authorized signature of and be drawn from the account of the Contractor to whom dispatched. The employee shall receive a check stub from each check showing the Contractor's name and address, the rate of pay and the pay period covered. The regular and overtime hours worked shall be shown in separate columns, and Employee Savings contributions and all other deductions that are a part of this Labor Agreement, and all of the other deductions required by law, shall also be listed.

**112.** If a Contractor issued a check with insufficient funds in the bank for payment, it shall be required to issue only certified checks for the duration of the job or for ninety (90) days, whichever is longer, and shall reimburse the employee immediately by certified check for the non-sufficient fund check issued and for bank charges assessed for such check. The Contractor shall also be required to pay all fringe benefits on a weekly basis to the Trust Fund by certified checks during the duration of the job or for ninety (90) days, whichever is longer.

**113. REPORTING PAY-WORK NOT AVAILABLE.** Any employee, after being hired and reporting for work at the regular starting time, and for whom no work is provided, shall receive pay for four (4) hours at the prevailing rate of wages unless they have been notified not to report; and any employee who reports to work and for whom work is provided shall receive

not less than four (4) hours pay, and if more than four (4) hours are worked in any one day shall receive not less than a full day's pay. An employee laid off at or before the lunch period shall be paid not less than four (4) hours. However, the exception shall be when strike conditions make it impracticable to put such an employee to work, or where stoppage of work is occasioned thereby, or when an employee leaves his work on his own accord.

**114. REPORTING PAY-INCREMENT WEATHER:** An employee reporting for work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions or other conditions beyond the control of the Contractor, will receive two (2) hours' pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided in this ARTICLE, the worker must remain on the job available for work and work if so instructed, during the period of time for which they received pay unless released sooner by the Contractor's principal supervisor. After starting to work and work is stopped because of weather conditions, the worker shall receive pay for the actual time on the job, but in no event less than two (2) hours. The Contractor shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this paragraph occur on overtime day or on shift work, the premium rate shall be paid.

**115. PAY FOR DAY OF DISPATCH:**

**A.** When employees are dispatched between 7:00 a.m. and 10:00 a.m. on the same day the valid request is received and they arrive at the shop or job site no later than 10:00 a.m., they shall be paid from the normal starting time. If the employee arrives at the shop or job site later than 10:00 a.m., he/she shall be paid from the time he/she reported for work, plus one (1) hour.

**B.** When a valid request is received any time before 9:30 a.m. the day before the employee is to report for work and the employee is registered on the out-of-work list, the employee shall be paid from the time he/she reported. If the employee was not signed in on the out-of-work List before 9:30 a.m. the day before, then the employee shall be paid in accordance with Paragraph A above.

## **ARTICLE XIV - Work Day – Work Week & Overtime Provisions For Construction (Paragraphs 116 through 121)**

**116.** The work day shall consist of eight (8) consecutive hours, between 7:00 a.m. and 4:30 p.m., exclusive of a one-half (1/2) hour lunch period. With the consent of the Union, the starting time may begin before or after 7:00 a.m. and the Union will issue a permit for such start time which must be kept at the jobsite and available for inspection. The Union may revoke this permit at any time.

**117.** The work week shall consist of five (5) eight (8) hour days, Monday through Friday.

### **118. Rest Periods**

**A.** Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

**B.** Rest periods need not be authorized in limited

circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

C. A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

D. Any dispute concerning the above paragraphs (A - C) shall be referred to the Joint Conference Board.

#### **119. OVERTIME:**

**A. TIME AND ONE HALF:** The first two (2) hours performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one-half (1 1/2) times the straight time rate. Intent: Overtime will be calculated on **all** taxable wages.

**B. DOUBLE TIME:** All work performed on Sundays and holidays, and in excess of ten (10) hours a day, shall be paid at the double time rate. Intent: Overtime will be calculated on **all** taxable wages.

**C. SPECIAL SATURDAY DOUBLE TIME:** Double time must be paid for all hours worked on Saturday when less than eight (8) hours work is provided. The eight (8) hours must be worked as eight (8) consecutive hours between 7:00 a.m. and 4:30 p.m., excluding a one-half hour lunch period.

**D.** All contributions to the Part B Pension and/or Health & Welfare Extended Reserve, shall be paid at the applicable overtime rate. See wage rate sheet.

**120. MINIMUM OVERTIME:** A minimum of two (2) hours' pay at the applicable overtime hourly wage rate shall be paid to employees when called out for overtime work.

**121. MEAL BREAK ON OVERTIME:** Employees shall be provided a paid one-half (1/2) hour meal period at the end of their established shift when two (2) hours of overtime is to be worked in addition to their established shift. A paid one-half (1/2) hour meal period shall be provided when more than four (4) hours of overtime is worked thereafter. The paid meal periods shall be paid at the overtime rates provided for in this Labor Agreement.

### **PLUMBING SERVICE AND REPAIR (Paragraphs 122-129)**

**122.** On service and repair work as defined in paragraph 56, all overtime work shall be paid at the rate of one and one-half (1-1/2) times the regular rate, including all taxable items.

**123.** The work day for service and repair shall consist of eight (8) consecutive hours, between 7:00 a.m. and 4:30 p.m., exclusive of a one-half (1/2) hour lunch period.

**124.** The work week for service and repair work throughout the entire term of this Agreement shall consist of five (5) eight (8) hour days, Monday through Friday or Tuesday through Saturday.

**125.** The employees and Contractors shall not change the intent of this Labor Agreement to use standby time during the regular scheduled work day or work week to stand by without receiving their regular pay.

**126.** Each employee shall be entitled to two (2) consecutive days off during the week, and for any work in excess of the normal work day or work week shall be paid time-and-one-half for overtime including taxable items.

**127. OVERTIME:** A minimum of one (1) hour's pay at one and one-half (1-1/2) the straight-time hourly wage rate shall be paid to employees when reporting for overtime work from their residence on service and repair.

**128.** Regularly indentured apprentices in the Apprenticeship Training Program that have completed three (3) years of training may in their fourth (4th) year of training on service and repair work with or without a journeyman at the prevailing apprentice rate of pay, provided the Contractor and apprentice have signed an agreement with the Joint Apprenticeship Committee outlining the responsibilities of both parties.

**129.** Any service and repair work done on a job under construction shall be paid at the construction rate and work week.

### **REFRIGERATION AND AIR CONDITIONING SERVICE REPAIR AND MAINTENANCE WORK (PARAGRAPH 130)**

**130.** Contractors signatory to this Agreement who perform work covered under the scope of work provisions of the Northern California and Northern Nevada Refrigeration and Air Conditioning Agreement may perform such work according to the wages, hours, and other working conditions provided in that Agreement. Disputes over coverage and performance under that Agreement shall be resolved under the grievance procedures of this Agreement unless the contractor is also signatory to that Agreement.

### **ARTICLE XV - Shift Work**

**131.** Shifts may be established by mutual consent on the following scope of work: refineries, chemical plants, powerhouses and dams, and on other industrial construction and on jobs where circumstances and unusual conditions would create hardships on the Individual Contractor, provided they are working for five (5) or more consecutive working days on the following basis:

**A.** The regular starting time of the first or day shift shall be 8:00 a.m.; the regular starting time for the second shift shall be 4:30 p.m.; and the regular starting time for the third shift shall be 12:30 a.m. The foregoing starting times may be changed when mutually agreed to between the Individual Contractor and the Local Union.



**B.** Where two or three shifts are worked, the first or day shift shall be established on an eight (8) hour basis; the second shift shall be established on a seven and one-half (7-1/2) hour basis; and the third shift shall be established on a seven (7) hour basis. The pay for a full shift on each of the above shifts shall be eight (8) times the hourly wage rates herein provided. However, employees on the second and third shift shall have fifteen percent (15%) added to their pay on all taxable monies. All overtime shall be paid at the prescribed base wages. Intent: Shift pay will be calculated on all taxable wages.

**C.** Employees shall be provided a paid one-half (1/2) hour meal period at the end of their established shift when more than two (2) hours of overtime is to be worked in addition to their established shift. A paid one-half (1/2) hour meal period shall be provided when more than four (4) hours of overtime is worked thereafter. The paid meal periods shall be paid at the overtime rates provided for in this Labor Agreement.

A second or third shift may be worked without the necessity of a first or day shift. However, all other requirements for shift work, including premium pay, shall be observed for these shifts.

**SEE WAGE SCHEDULE - See Appendix B**

## **ARTICLE XVI - Safety Protection and Compensation**

**132.** The Contractor and Union recognize that the safeguarding of employees while at work is in the common best interest of the employees, the parties and all persons affected by the Agreement. The parties agree to cooperate in promoting an appreciation of this policy and an understanding of the means toward its accomplishment among management, supervision, and the bargaining unit employees. In accordance with the requirements of the Occupational Safety and Health Act of 1970, it shall be the exclusive responsibility of the Contractor to provide a safe and healthful workplace and conditions of employment.

**133.** It is further recognized that the Union has certain rights of an advisory nature in matters of employee safety and health. Nothing in this Agreement will make the Union liable to the Contractor, to any employees or to any other persons in the event that death, injury, or illness occurs.

**134.** The Union shall have the right to investigate all employee complaints concerning safety and health matters, and in this connection shall have the right under reasonable terms and conditions to use all of the Contractor's safety and health testing equipment for the purpose of making an independent judgment concerning such a complaint. Any complaint, disagreement or dispute relating to safety or health is subject to the grievance-arbitration procedure of this Agreement.

**135.** Employees required to work in any area where they are exposed to acids and caustics or any other hazardous conditions, shall be provided protective clothing and equipment by the Contractor.

**136.** No tools shall be furnished by any employees, except that employees may furnish their own hoods and goggles. The Contractor shall furnish employees with clear and colored glass for their hoods and goggles and shall furnish hoods and gloves to welders, journeymen and/or apprentices working with the welder, requiring the same for their protection.

**137.** This shall include the necessary protective equipment or clothing needed by welders and fitters or plumbers working with welders, and this safety equipment shall remain the property of the Contractor. The Contractor shall provide fans when necessary to protect the health and safety of its workers.

**138.** Any worker injured on the job to the extent of requiring a doctor's care, and which injury prevents said worker from working, shall be paid a full day's wages for date of injuries. A doctor's verification will be necessary to clarify extent of disability.

## **ARTICLE XVII - Fabrication**

**139.** "Fabrication" is defined to mean cutting, threading, and/or joining together by any means or method all kinds of pipe regardless of its composition and all hangers and supports applied thereto.

**140.** Standard mill-run lengths of pipe are not fabricated material for the purpose of this Agreement. Custom lengths are fabricated material with the exception of pipe up to twelve inches (12") in length.

**141.** All pipe fabrication for specialty units, service facilities, or heating or air conditioning equipment used in building facilities or manufacturing establishments, which has been normally and traditionally done by employees in the bargaining unit covered by this Agreement shall continue to be performed by them.

**142.** All employees performing work covered in this Fabrication section shall be paid at a rate not less than the total cost package provided in this Agreement. At the written request of the Local Union, the Contractor will supply Certified Payroll as proof of compliance of this provision. All fabrication must be performed either on the job site or in the Contractor's shop or yard within the geographical area of San Mateo, Santa Clara and San Benito Counties.

**143.** If any fabricated item is ordered from a person other than a signatory Contractor, all of the terms and conditions of this ARTICLE shall apply. In the event there is a violation of the fabrication clause, the Contractor shall pay as damages the wages and fringe benefits lost to the worker or workers on the top of the Union's out-of-work list. The Union shall not have the right to strike, picket or engage in other economic action to enforce this fabrication clause. It is understood and agreed that this provision shall be enforced only to the extent necessary to protect and preserve to the employees in the aforesaid multi-employer collective bargaining unit all of the work which has normally and traditionally been performed by

them. It is further understood and agreed that enforcement of this provision shall not include any self-help on the part of the Local Union such as the removal of employees from the job. All enforcement will be under the grievance procedures of the collective bargaining agreement.

**144. LOCAL 393 PRE-FAB AGREEMENT SAMPLE**

**144. LOCAL 393 PRE-FAB AGREEMENT**

A. Any Contractor signatory to the U.A. Local 393 Master Labor Agreement whose shop is located within the Local 342 jurisdiction, shall be allowed to fabricate any and all piping, pipe supports, brackets and mechanical skids in their said shop using U.A. Local 393 dispatched employees under the Local 393 Pre-Fab Agreement.

B. Any signatory Contractor who pre-fab's outside of Local 393's jurisdiction, must send the attached form to the Business Manager of Local 393. The name and address of the job, as well as an outline of what type of work is being pre-fabbed and how many estimated man-hours shall be included. The Local Union where the pre-fab is located must approve of Local 393 member's pre-fabbing without a Travel Card.

A. No one other than Local 393 members are to work on pre-fab. Violations will result in immediate revoking of pre-fab privileges and your Company will be subject to fines.

B. Any increase or reduction in the work force must be reported immediately to Local 393.

C. There will be a Foreman in each craft in charge of the pre-fab shop. All Foreman and Apprentice ratios, as well as all other working roles in Local 393's Collective Bargaining Agreement shall apply.

D. Apprentices shall not work more than a period of six (6) months in the pre-fab shop, and shall be rotated to a job-site.

E. A Shop Steward will be appointed by the Business Manager to ensure all work is being performed by Local 393 dispatched employees.

F. Compensation for members working in pre-fab shops will be one hour of the Journeyman hourly taxable wage per day reimbursable compensation, and any bridge tolls incurred verified by receipt.

All Rules of Local 393 Pre-Fab Agreement are Read and Understood

\_\_\_\_\_  
Owner/Authorized Company Rep. – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Authorized Company Rep.(Print Name)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

# UA Local 393 Pre-Fab Form Sample

## UA Local 393 Pre-Fab Form

Date: \_\_\_\_\_

Job Site Name: \_\_\_\_\_

Job Site Address: \_\_\_\_\_

Type of work being pre-fabbed: \_\_\_\_\_

Estimated pre-fab manhours: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

Estimated Date of Completion: \_\_\_\_\_

UA Local 393 members pre-fabbing in shop (specify Foreman):

<u>Plumbers</u>	<u>Fitters</u>	<u>Welders</u>
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____
5. _____	5. _____	5. _____

All Rules of Local 393 Pre-Fab Agreement are Read and Understood

Owner/Authorized Company Rep. – Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner/Authorized Company Rep.(Print Name) \_\_\_\_\_ Company Name \_\_\_\_\_

Phone Number \_\_\_\_\_ BM:eus(opeiu-29-af-cio)

## **ARTICLE XVIII - Better Contract**

**145.** No Contractor bound hereby shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors working under a Collective Bargaining Agreement with the Union covering similar work in the same locality, except as provided in the following paragraph.

### **146. SPECIAL PROJECT AGREEMENT:**

**A.** When a project to be constructed in the area of Santa Clara/San Benito Counties presents a unique problem of manning, hours worked, or effective competition, the Individual Contractor may, through its representative Association, petition the Joint Conference Board for Special Project Agreement consideration. After proper presentation of special circumstances of the project the Special Project Agreement may be written by the Joint Conference Board provided the parties to the Agreement agree.

**B.** The better contract provision shall not apply to the work performed under the Special Project Agreement.

## **ARTICLE XIX - Journeymen and Apprentice Training Fund**

**147.** For the purpose of providing, among other things, funds for the training of journeymen and apprentices in the Plumbing and Pipe Fitting Industry, the Contractor shall pay to the Plumbing Industry Non-Profit Corporation established in April 1957, for each hour (straight time or overtime) worked by each of its employees upon the work covered by this Agreement, the amount provided for in ARTICLE XIII of this Agreement.

**148.** Said Corporation shall be administered in accordance with its Articles of Incorporation as the same have been and may hereafter be amended, and by the Board of Directors appointed in accordance therewith.

**149.** The Contractors agree to be bound by all of the provi-

sions of said Articles of Incorporation as the same have been and may hereafter be amended and all lawful regulations adopted by the Board of Directors in accordance therewith.

## **ARTICLE XX - Health and Welfare Plan**

**150.** Each Contractor shall pay into the U.A. Local No. 393 Health and Welfare Trust Fund, for each of its employees, the sum per hour for each hour of straight time and overtime worked by them upon the work covered by this Agreement in the amounts provided for in ARTICLE XIII of this Agreement for health and welfare and supplemental unemployment benefits.

**151.** Said Trust Fund shall be administered in accordance with the U.A. LOCAL 393 HEALTH AND WELFARE TRUST AGREEMENT dated April 28, 1987, as the same has been and may hereafter be amended and by the Board of Trustees that are appointed in accordance therewith.

**152.** The Contractors agree to be bound by all of the provisions of said Trust Agreement as the same has been and may hereafter be amended, and all lawful regulations adopted by the Trustees in accordance therewith.

## **ARTICLE XXI - Pension Plans**

**153.** Each Contractor shall pay into U.A. Local No. 393 Pension Fund, Defined Benefit and Defined Contribution Plans, for each of its employees, the sum per hour for each hour of straight time and overtime worked by them upon the work covered by this Agreement provided for in ARTICLE XIII of this Agreement. The payment for the Defined Benefit Contributions shall be at the straight time per hour rate. The payment for the Defined Contribution contributions shall be at the per hour rate for straight time, over time and/or double time rate. The Local Union shall notify each Contractor of the class elected by its employees and indicating the same on the dispatch slip of new employees.

**SEE WAGE SCHEDULE - See Appendix B**



**154.** Said Pension Fund shall be administered in accordance with the U.A. LOCAL NO. 393 FIRST AMENDED TRUST FUND TRUST AGREEMENT DATED JUNE 16, 1976, establishing said Trust Fund, as the same has been and may hereafter be amended, and by the Board of Trustees appointed in accordance therewith.

**155.** The Contractor agrees to be bound by all of the provisions of said Trust Agreement hereinbefore referred to, as the same have been and may hereafter be amended and by all lawful regulations adopted by said Trustees in accordance therewith.

**156. PENSION AUGMENTATION FUND**

**A.** There has previously been established a Pension Augmentation Fund. The contribution of \$3.50 per hour to this Fund was suspended by virtue of amendments to this Agreement made in 1986.

**B.** This \$3.50 per hour employer contribution to the Pension Augmentation Fund for all straight time and overtime hours worked by employees upon the work covered by this Agreement, shall not be required, and shall not be part of the hourly cost package for any reason, unless and until such time as the Carpenters, Electricians and Sheet Metal Workers Unions all adopt a like Pension Augmentation program in Santa Clara County.

**C.** If the Pension Augmentation Fund contribution is restored per the conditions set forth in this Paragraph, then this contribution shall be payable for all covered hours, except where this contribution is waived pursuant to the Special Project Agreement set forth in Exhibit "B" to this Agreement.

**ARTICLE XXII - Employee Savings Account Plan**

**157.** Each Contractor shall deduct from the basic wages of each of its employees the appropriate sums of monies listed

under the wage rate schedules for Employee Savings pay, listed under ARTICLE XIII, Wage Rate Schedules.

**158.** The Contractor shall forward monthly the amounts deducted from the employees' wages for Employee Savings to the depository designated jointly by the Contractor and the Union.

**159.** Each employee credited with any amount or amounts so paid into the employee's Employee Savings account shall have a vested irrevocable right in and to the same and may withdraw the same in whole or in part at any time, together with such interest as may be accrued thereon; and neither the Union nor any Contractor may impose any restriction upon such right of the employees, regardless of when vacation time is scheduled. Accounts shall be maintained in a financial institution designated jointly by the Contractor and the Union. Unclaimed accounts will be subject to the laws of the State of California.

**160.** In the event of the death or adjudicated incompetence of any employee with monies credited to them in said employee's Employee Savings Account Fund, such monies may be withdrawn at any time thereafter by the beneficiary of such employee designated as such under the Health and Welfare Plan, upon presentation of a certified copy of the death certificate or order adjudicating incompetence, or, if no such beneficiary has been designated, to the duly authorized representative of the deceased or incompetent employee, or as otherwise provided in the Probate Code of the State of California.

**161.** All taxes due from each employee by reason of such payments shall be deducted by the Contractor from the employee's regular wages and such deductions together with the amount payable as Employee Savings pay shall be noted on the paycheck.

## **ARTICLE XXIII - Labor Management Cooperation Trust**

**162.** Each Contractor shall pay into the South Bay Piping Industry Labor Management Trust the amount set forth in ARTICLE XIII of this Agreement for each hour worked by each of its employees upon work covered by this Agreement.

**163.** The South Bay Piping Industry Labor Management Trust is a joint Labor-Management Cooperation Trust Fund established pursuant to Section 302(c)(9) of the Taft-Hartley Act, as amended 29 U.S.C. 186(c)(9).

**164.** The purpose of the South Bay Piping Industry Labor Management Trust and its administration are as set out in the Trust Agreement effective July 1, 1990, as the same has been or may hereafter be Amended.

## **ARTICLE XXIV - Contract Administration Fund**

**165.** The Individual Contractor shall contribute to the Contract Administration Fund of the Association it is a member of or designates, if it is an Individual Contractor, (hereafter called Contract Administration Fund) the sum set forth in ARTICLE XIII for each hour worked by each of its employees upon work covered by this Agreement.

**166.** The purpose of the Contract Administration Fund is to pay a portion of the cost incurred by the Contractors in the administration and enforcement of this Agreement and the Trust Funds established hereunder. The Contract Administration Fund may also be used for other purposes related to this Collective Bargaining Agreement, including, but not limited to Affirmative Action Programs, labor/management cooperation, education, research, etc.

**167.** No portion of the Contract Administration Fund may be used for lobbying or promoting legislation harmful to the Union, subsidizing Contractors during a strike, or any other action which would be adverse to the interest of the Union. The negotiations of new Agreements to succeed this one, or

of amendments to this Agreement shall not be deemed action adverse to the interest of the Union. Furthermore, action taken to administer, enforce or interpret this Agreement through the grievance procedure, arbitration or other proceedings shall not be deemed action adverse to the interest of the Union.

**168.** A Contract Administration Fund shall be established by each Association in such manner and form as it may determine.

**169.** All costs of establishing and maintaining the Contract Administration Fund, including attorneys' fees, accounting fees, salaries of employees, or other costs, shall be borne out of the contributions to said Contract Administration Fund.

**170.** Payments into the Contract Administration Fund for work performed in Santa Clara and San Benito Counties, shall be due and payable at such place, in such installments, and at such times as the Board of Trustees of the Contract Administration Fund or other administration body shall from time to time determine. Each payment or installment shall be accompanied by a report in such form as the Board of Trustees or other administrative body may from time to time specify.

**171.** Any Contractor who is delinquent or in default in any of the payments provided for under **ARTICLE XXV** shall have such delinquencies immediately reported to the Joint Conference Board.

**172.** If any Individual Contractor is delinquent or defaults in the making of such payments and if the Board of Trustees or other administrative body consults or causes to be consulted legal counsel with respect hereto, there shall be added to the obligation of the Individual Contractor who is in default all reasonable expenses incurred by the Contract Administration Fund and Employer Trust Fund in the collection of the same, including but not limited to, reasonable attorneys' fees, court cost, and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

## **ARTICLE XXV - Payments to the Trust Funds**

**173.** All payments provided in ARTICLES XIX, XX, XXI, XXIII, XXIV and the Employee Savings, dues check-off and supplemental unemployment contributions provided in Article XIII (herein collectively referred to as "contributions") shall be due and payable monthly on or before the fifteenth (15) day, and must be paid not later than the fifteenth (15th) day of each calendar month for all work performed in the preceding month. Administrators of the Trust Funds shall in each case provide each Contractor with a form of report to be filled out and mailed by the Contractor with its contributions to the place designated by the Administrators; such reports and contributions must be in the hands of the Administrators not later than the fifteenth (15th) of the month or else the Contractor shall be deemed and held to be delinquent in the monthly payments required by said ARTICLES. Reports and contributions deposited in the mail must be postmarked not later than the fifteenth (15th) day of the month or they shall be deemed and held to be delinquent. The Boards of Trustees of the Trust Funds may provide for one report form and one monthly payment for all contributions. Monies collected, net of expenses and fees of collection, shall be allocated to the appropriate Trusts, organizations and individuals. If less than the full amount of contributions (after deducting costs of collection) has been collected, the money available for distribution shall be disbursed in the following priority order, each category being paid in full before any money is disbursed to the next category:

1. Employee Savings
2. Pension Fund and Health and Welfare Fund (including Supplemental Unemployment) in proportion to each Fund's claim if not enough has been received to pay the full amount of contributions due to both Funds
3. Training
4. Dues Check-Off
5. Labor Management Cooperation
6. Contract Administration

**174.** In respect to all payments provided for by said ARTICLES XIX through XXIV inclusive, time is of the essence. The parties hereto recognize and acknowledge that the prompt payments of amounts due by Contractors pursuant to ARTICLES XIX through XXIV, inclusive, are essential to the maintenance in effect of the various funds and plans involved, and that it would be extremely difficult if not impractical to fix the actual expense and damage to the parties hereto and to the Funds which would result from the failure of an Individual Contractor to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damages to each said Fund and to the parties hereto resulting from any such failure shall be by way of liquidated damages and not assessment of penalty, the sum of \$250.00 per month for each such failure to pay in full within the time limits provided, which said amount shall become due and payable to the Funds at their respective principal offices, upon the day immediately following the date on which the Contractor became delinquent. Liquidated damages shall be added to and become a part of said amount due and unpaid and the whole thereof shall bear interest at the rate of ten percent (10%) per annum until paid. The liquidated damages shall be increased to twenty percent (20%) of the principal amount due and owing in the event a principal amount is due and owing on the day a lawsuit for collection is filed, or becomes owing after a lawsuit for collections is filed in a State or Federal court or an unfair labor practice charge is filed with the National Labor Relations Board. If any Individual Contractor defaults in the payment of any payments due the Fund, in addition to the amount due and the liquidated damages provided for, there shall be added to the obligation of the Individual Contractor who is in default all reasonable expenses incurred by the Fund in the collection of the same including but not limited to reasonable attorney's and accountant fees, cost of any bond or lien and court costs.

**175.** In addition to the foregoing, each Individual Contractor shall post with the agency so designated by the Board of Trustees of the Welfare Plan a bond to be issued by a quali-

fied surety company doing business in the State of California, said bond to be based on the average number of bargaining unit workers employed for the past calendar year, (or to deposit an equivalent amount of cash in an escrow account in a bank to be designated by the Board of Trustees of the Welfare Plan) to secure the payment of the amounts required by this Agreement to be paid to the Trust Fund provided in ARTICLES XIX, XX, XXI, XXII, XXIII and XXIV thereof. New Contractors shall meet with the Plumbers and Steam Fitters Business Office in regard to all work to be performed in regards to bonding.

Local 393 Employees	Bond Required
1 to 3	\$ 1,000
4 to 10	4,000
11 to 20	8,000
21 to 30	12,000
31 to 40	16,000
41 to 50	20,000
51 to 60	24,000
61 to 75	30,000
76 to 100	45,000
Over 100	60,000

**176.** The Union shall remove employees covered by this Agreement from employment with a delinquent Contractor, or from employment with a contractor who failed to maintain a fringe benefit bond in the required amount, provided that advance notice of not less than twenty-four (24) hours is given of such action to the delinquent Contractor. For purposes of this paragraph "delinquent contractor" means a contractor who owes principal contributions to the Trust Funds or who owes three months or more of liquidated damages payments. Such removal of employees and cessation of work by employees for such delinquent Contractor shall continue until the Administrator of the Fund involved verifies that there is no money owing to the Fund by such Contractor.

**177.** When employees are removed from a Contractor's

shop or job because of delinquency in payment of fringe benefits or wages, the Contractor shall pay to all such removed employees sixteen (16) hours in addition to time worked on the date of removal, if any, at their regular rate of pay plus fringe contributions, in the same manner as if they were employed on the job. When the delinquent wages and/or fringe contributions are paid and the account is cleared in full, and the employees notified to return to work prior to said sixteen (16) hours, then the Contractor shall be liable only for those hours the employees were actually off the job because of such violation of contract, and provided further, that if they are not available to return to work within two (2) hours of such notice, they shall receive pay for only two (2) hours after receipt of such notice by the Union.

**178.** Employees removed from the job may accept a work order to a different Contractor and still be eligible to be transferred back to the Contractor from which they were removed providing delinquencies were corrected and the transfer effected within sixteen (16) hours of the removal time and provided such employees shall not be reimbursed under this paragraph for the time they were paid while working for another Contractor.

**179.** A Contractor may be absolved of any or all of the foregoing liabilities if it satisfies the Trustees that it failed to pay any contributions or to report because of honest mistake, clerical error, or other reasons satisfactory to the Joint Board of Trustees.

**180.** There shall be proportionate representation on all Trusts and Committees, excluding Joint Conference Board and Contract Administration Fund, of any Contractor Group signatory to an Agreement with Local Union No. 393.

## **ARTICLE XXVI - Affirmative Action Committee**

**181.** Within sixty (60) days after the execution of this Agreement, The Associations shall appoint three (3) Contractor Representatives, and the Union shall appoint three (3) Union Rep-



representatives as members of the Affirmative Action Committee for the Plumbing and Pipe Fitting Industry of Santa Clara-San Benito Counties. The members of the committee may, but need not, be members of the Joint Conference Board.

**182.** The Committee shall meet, select their officers and establish an Affirmative Action Program to assure women and members of minority groups of equal opportunity for employment by Contractors in concurrence with the approved Affirmative Action Program, in Santa Clara County which is funded by the Government.

**183.** The Committee will meet regularly to review the Affirmative Action Program established under this Agreement, evaluate the progress made under the Program and will review methods of implementing additional and new programs.

**184.** The Committee shall establish communication with leaders of local interested public and private organizations and other Affirmative Action Programs to review the possibility of integrating programs to eliminate a duplication of efforts within the Building Construction Industry.

**185.** The Committee shall be under the jurisdiction of the Joint Conference Board which shall have the power to review its actions and to overrule any such actions which are in its judgment in violation of the terms of this Agreement.

## **ARTICLE XXVII - Warranty**

**186.** Each of the parties hereto warrants and agrees that it will not by the adoption or amendment of any provisions of its Articles of Incorporation, ownership or change of geographic location, constitution, by-laws, or by contract, or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term or condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on its own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement

in their official capacity and the signatories hereto guarantee and warrant their authority to act for and bind the respective parties or organizations which their signatures purport to represent, and the Local Union on whose behalf the said parties are signing the said Agreement.

**187.** This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein.

### **ARTICLE XXVIII - General Savings Clause**

**188.** It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter 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 this Agreement shall remain in full force and effect. 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.

### **ARTICLE XXIX - Term of Agreement**

**189.** This Agreement effective as of 12:01 a.m., July 1, 2009, shall remain in full force and effect, without change or modification, until midnight, June 30, 2012. Thereafter this Agreement shall, without change or modification, continue to remain in full force and effect unless one of the parties hereto gives written notice to the other party of a desire to change, supplement, renew, extend, modify or terminate the terms hereof, which notice shall be given at least sixty (60) days, but in no event more than ninety (90) days, prior to midnight, June 30, 2012. Notice to the Employer Association shall be

deemed notice to each of the Contractors who are members of the Employer Association or who have delegated their bargaining authority to the Employer Association at the time of such notice. While this Agreement continues in effect neither party will make demand upon the other party for any changes in conditions or benefits except at the time and manner herein provided.

The Individual Contractor shall become party to this Agreement effective July 1, 2009 through June 30, 2012, and shall continue to be signatory to any successor Agreement thereto, unless terminated by giving written notice of withdrawal to Local 393 (and if a member of an Association, to that Association) at least sixty (60) days, but in no event more than ninety (90) days, prior to June 30, 2012, or at least sixty (60) days, but in no event more than ninety (90) days, prior to the expiration date of any succeeding Agreements. If this Agreement is modified mid-term by agreement between the Associations and Local 393, the Individual Contractor shall be bound to the modification (including any modification to the expiration date of this Agreement) unless the individual Contractor delivers written notice to Local 393 within thirty (30) days of its receipt of the modification(s) that it does not agree to be bound to all of the modification(s). Unless notified otherwise, the Individual Contractor shall only have the option to accept or reject all of the modifications as a package, and will not have the option to select only some of the modifications.

**190.** The Union agrees that in the event that either party should exercise its right under the paragraph last above set out, at the time and in the manner therein provided, the Union will for a period of sixty (60) days prior to June 30, 2012, bargain with Contractor with respect to all wage rates, working conditions and hours of employment for the work herein covered.

**191.** If no Agreement has been entered into between the parties hereto by June 30, 2012, then this Agreement shall thereupon cease and terminate, unless extended thereafter by mutual agreement.

**192.** Notwithstanding the above, this Contract shall be re-opened to provide for the allocation of the total cost package increases provided for herein, effective July 1, 2010 and July 1, 2011. The Union shall endeavor to advise the Contractor of the allocation at least sixty (60) days prior to the effective date of the cost package increase.

**193. Labor Management Labor Agreement Discussion Committee:** The parties to this agreement shall establish a Labor-Management Labor Agreement Discussion Committee. (The members of this committee shall be the Negotiating Committees of the Union and the Contractor Association). This committee shall meet no less than once every other month and may meet upon the call of the Chair or Co-chair at any time.

**194.** The purpose of this committee is to discuss possible mid-term changes to the Labor Agreement. When the committee reaches an agreement on a possible change to the Labor Agreement, the suggested change to the Labor Agreement shall be submitted to the Contractor Association and if approved by the Contractor Association, it shall then be submitted to the membership of Local 393 for approval. Any item that is approved by the Contractor Association and the membership of Local 393 shall then be implemented into the Labor Agreement as of the date provided for in the proposal.

## **EXHIBIT A**

The Fifty Points of Jurisdiction of work covered by this Agreement includes, but is not limited to, the following:

### **Journeyman and Apprentice**

1. All piping for plumbing, water, waste, floor drains, drain grates, supply, leader, soil pipe, grease traps, sewage, and vent lines.
2. All piping for water filters, water softeners, water meters and the setting of same.
3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.
4. All water services from mains to buildings, including water meters and water meter foundations.
5. All water mains from whatever source, including branches and fire hydrants, etc.
6. All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.
7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washroom shower stalls, etc.
8. All bathroom, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.
9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
10. All sheet lead lining for x-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes

and for roof flashings in connection with the pipe fitting industry.

11. All fire stand pumps, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
12. All block in tin coils, carbonic gas piping, for soda fountains and bars, etc.
13. All piping for railing work, and racks of every description, whether screwed or welded.
14. All piping for pneumatic vacuum cleaning systems of every description.
15. All piping for hydraulic vacuum, pneumatic air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
16. All marine piping, and all piping used in connection with ship building and ship yards.
17. All power plant piping of every description.
18. The handling, assembling, and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers, and erection of same.
19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs and water grates, boiler compound equipment, etc.
20. All soot blowers and soot collecting piping systems.
21. The setting, erecting and piping, for all smoke consuming and smoke washing and regulating devices.
22. The setting, erecting and piping of instruments, measuring

devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air conditioning systems.
24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.
25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers.
26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.
27. The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.
28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems and appurtenances in connection with transformers, and piping to switches of every description.
29. All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping, and control tubing, etc.
30. All piping for sterilizing, chemical treatment, deodorizing,

and all cleaning systems of every description, and laundries for all purposes.

31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, aid and hydraulic lifts, etc.
32. All piping for power, or heating purpose, either by water, air, steam, gas, oil chemicals, or any other method.
33. All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, roof cooling, refrigeration, ice making, humidifying, dehydrating, by any method, and the charging and testing service of all work after completion.
34. All pneumatic tube work and all piping for carrying systems by vacuums, compressed air, steam, water, or any other method.
35. All piping to stoves, fire grates, blast and heating furnaces, ovens, dryers, heaters, oil burners, stokers and boilers and cooking utensils, etc., of every description.
36. All piping in connection with central distributing filtration, treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.
37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.
38. All air piping of every description.
39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.
40. The laying out and cutting of all holes, chases and channels,



the setting and erection of bolts, inserts, brackets, supports, sleeves, thimbles, hangers, conduit and boxes, used in connection with the pipe fitting industry.

41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching all boiler trimmings.
42. All pipe transportation lines for gas, oil, gasoline, fluids, and fluid water aqueducts, and water lines, and booster stations of every description.
43. All acetylene and arc welding, brazing, lead burning soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipe fitting industry.
44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.
45. All methods of stress relieving of all pipe joints made by every mode or method.
46. The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed or welded joints.
47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.
49. All piping for cataracts, cascades (i.e., artificial water falls), make-up water fountains, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purpose.
50. Piping herein specified means pipe made from metal, tile, glass, rubber, plastics, wood, or any other kind of material or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

In addition, the following pieces of equipment will be considered tools of the trade: Welding machines, air compressors, pumps, small portable heating units, transit for performing work shooting our own grades, and shall be operated and serviced by members of the United Association.

### **Detailing**

All hand detailing of piping systems including the field sketching used for fabrication and/or erection of piping, including those taken from original architectural and engineering drawings or sketches, shall be performed by journeymen or apprentices under the terms and conditions of this Labor Agreement commencing on August 1, 2009.

Contractors who presently have employees who are not covered under this agreement doing such detailing, shall not be required to have said employees covered under this agreement. Said contractors will provide the Union with a letter on company letterhead listing the names of the non-bargaining employees who are currently doing said detailing.

The work may be performed by either Building Trades journeymen or Building Trades apprentices. No apprentices shall be employed as a detailer until he/she has achieved at least the 6<sup>th</sup> period and no apprentices shall work as a detailer for more than twelve (12) months of their 5-year apprenticeship program.

The past practice and interfacing between detailers, estimators, engineers, and project managers shall continue to be permitted.

### **Construction Tradesman Scope of Work**

51. General housekeeping.
52. Truck driving to deliver parts or equipment.
53. All digging and backfilling of trenches for piping, including cutting and patching.
54. Clean fixtures.

55. Remove any and all material not to be re-used after it has been disconnected by a Journeyman or Apprentice.
56. Any incidental work needed to complete the piping system which is not the work of the Journeyman or Apprentice.
57. All sewer lines, regardless of material, located outside the building, other than a single sewer line.
58. All underground storm sewers and drains, regardless of material, located outside of the building.
59. Grouting, dry packing and diapering of joints, including pouring of concrete over joints.
60. Complete Demolition of a building or structure.

**Material Handler  
Scope of Work**

61. Truck driving to deliver materials, parts and equipment;
62. Receiving and stocking materials, parts and equipment in shop;
63. Filling orders in the shop of materials, parts and equipment for delivery to job sites;
64. Delivery of materials, parts and equipment to job sites shall be to a designated storage area or (one drop);
65. No distribution of materials, parts and equipment shall be made at a job site.

## EXHIBIT B

### LABOR-MANAGEMENT STABILIZATION AND WORK PRESERVATION PROJECT AGREEMENT

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as "CONTRACTOR," and Local Union 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO, hereinafter referred to as "UNION," for the purpose of the building and construction work of the Contractor at the \_\_\_\_\_ located at \_\_\_\_\_ to the extent CONTRACTOR has the right to assign such work and such work comes within the jurisdiction of UNION, as established and recognized by the Building and Construction Trades Department of the AFL-CIO.

### COVENANTS

WHEREAS, CONTRACTOR is presently engaged in or is bidding to engage in building and construction work at the above-referenced Project.

WHEREAS, UNION has in its membership throughout the area members competent and qualified to perform the work of CONTRACTOR at this Project.

WHEREAS, CONTRACTOR has employed and now employs members of the UNION and CONTRACTOR has a commitment and/or contract from the owner or General Contractor of the Project for certain of the work to be performed at the Project job site.

WHEREAS, members of UNION who are employees of CONTRACTOR have the right, as an individual act of conscience, to refuse to work alongside Non-Union craftsmen of any trade or craft, and should they choose to exercise this right they will thereby lose employment, wages, fringes and other benefits of the Labor Contract between CONTRACTOR and UNION.

WHEREAS, should members of UNION choose to exercise this right to refuse to work with Non-Union craftsmen, CONTRACTOR may suffer loss of the construction contract for the Project, thereby causing injury to members of UNION and to CONTRACTOR.

WHEREAS, CONTRACTOR and UNION desire to mutually preserve the work of members of the UNION at the above-referenced Project and to avoid the job site friction and interruptions of work that may arise when members of UNION work continuously alongside Non Union craftsmen on the same construction site.

IT IS, THEREFORE, agreed by the undersigned CONTRACTOR and UNION in consideration of the mutual promises and covenants contained herein that this Special Project Agreement be made as follows:

## **ARTICLE I - Intents and Purposes**

1. This Special Project Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties signing hereto and to set forth herein and by reference the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties at the above-referenced Project.

2. It is mutually understood that the following terms and conditions relating to the employment of members of UNION have been decided upon by means of collective bargaining and that the following provisions will be binding upon the

CONTRACTOR and the UNION for the duration of the Project, except as specified in ARTICLE II herein below.

## **ARTICLE II - Terms and Conditions of Employment**

3. **Right to Refuse to Work with Non-Union Craftsmen:** CONTRACTOR shall not require any employee covered by the current and extended Collective Bargaining Agreements to work at the same job site at the same time or times as the employee or employees of any other Contractor whose wages, hours and conditions of employment are less favorable than the wages, hours and conditions of employees generally in the same craft in the area covered by this Agreement. Furthermore, recognizing the "special problems" in the Construction Industry based upon the close relationship between Contractors and Subcontractors at the job site of the construction, alteration, painting, or repair of a building, structure, or other such work and the friction that is created when Union and Non-Union employees work side-by-side, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee of CONTRACTOR refuses to enter upon any such construction site where Non-Union employees are employed and which would require the employee to work "shoulder-to-shoulder" or alongside the Non-Union employee or employees, or refuses to remain on such a job site when Non-Union employees are engaged in such construction on the job site. This clause shall apply only to job sites where the UNION's members are working, whether it be on a construction site of CONTRACTOR or any site within the jurisdiction of the UNION.

## **ARTICLE III - Status of This Special Project Agreement**

4. It is mutually agreed that this Special Project Agreement is the type of Agreement referred to in ARTICLE XVII, paragraph 146, of the current Collective Bargaining Agreement and therefore is excepted from application of this "Favored Nation" clause.

**5.** In exchange for the Collective Bargaining Agreement and modifications set forth above, and in order to obtain and preserve stable, continued employment for members of UNION on the Project identified above, UNION agrees that the Pension Augmentation Fund fringe benefit contribution of three dollars and fifty cents (\$3.50) shall not be payable for work performed by members of UNION on this Project provided the following condition occurs:

Only AFL-CIO Building Trades Union workers perform work at the Project job site during the period commencing when the first work is performed by a member of UNION and ending when all construction at the Project job site within the work jurisdiction of UNION ends and the CONTRACTOR'S warranty period begins.

**6.** CONTRACTOR shall be obligated to pay into the Pension Augmentation Fund for each of its employees, whether a journeyman or apprentice, the sum of three dollars and fifty cents (\$3.50) for each hour of straight time and overtime worked by them on the Project described above unless the condition set forth above occurs.

#### **ARTICLE IV - Savings Clause**

**7.** It is not the intent of either party hereto to violate any laws, rulings, or regulations of any government authority or agency having jurisdiction of the subject matter of this Agreement. 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 this Agreement shall remain in full force and effect. The parties agree that if and when any provision of this Agreement is finally held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

**8.** IT IS HEREBY AGREED AND UNDERSTOOD by the parties that, the collection of any pension augmentation funds

due by virtue of the violation of Special Project Agreements or failure to file for a waiver under a Special Project Agreement, shall not include any self-help on the part of the Local Union such as the removal of employees from the job for the purpose of enforcing the contribution. All enforcement will be under the grievance procedures of the collective bargaining agreement.



## EXHIBIT C – Side Letter Agreements

# SIGNATURE PAGE SAMPLE

## SIGNATURE PAGE

This Agreement shall be deemed to be executed when the parties hereby shall have affixed their signatures hereto:

LOCAL UNION NO. 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMAN AND  
APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA

SANTA CLARA COUNTY CONTRACTORS  
ASSOCIATION

\_\_\_\_\_  
Bill Meyer, Business Manager

\_\_\_\_\_  
Larry Gates, Executive Manager

**July 1, 2009 - June 30, 2012**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between Local Union No. 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("Local 393") and The Contractor's Association.

The undersigned Individual Employer hereby designates The Contractor's Association as its bargaining agent with Local 393, becomes a party to the Multi-Employer Bargaining Agreement, and a member of the Multi-Employer Unit represented by The Contractor's Association, and designates and appoints the Association appointed trustees, board members and committee members required by the Agreement to act on his behalf pursuant to the Agreement.

**Execution of this Agreement does not establish membership in The Contractor's Association.**

In the event a dispute arises between the Individual Employer and the Union and the dispute cannot be resolved, the dispute will be referred to the Joint Conference Board as outlined in the Agreement. The Individual Employer may request assistance from the Association and if requested the assistance will be provided to the Employer.

The undersigned Individual Employer shall become party to the Multi-Employer Agreement as negotiated by The Contractor's Association and Local 393 effective July 1, 2009, and shall continue to be signatory to any successor Agreement thereto, unless terminated by giving written notice of withdrawal to Local 393 and The Contractor's Association at least sixty (60) days prior to June 30, 2012, or sixty (60) days prior to the expiration date of any succeeding Agreements.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Representative

Address: \_\_\_\_\_

Individual

Corporation

Partnership

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

State Contractors License Number: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

Accepted and Approved by UA Local 393

# SIGNATURE PAGE SAMPLE

## SIGNATURE PAGE

This Agreement shall be deemed to be executed when the parties hereby shall have affixed their signatures hereto:

LOCAL UNION NO. 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMAN AND  
APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA

NORTHERN CALIFORNIA MECHANICAL  
CONTRACTORS ASSOCIATION

\_\_\_\_\_  
Bill Meyer, Business Manager

\_\_\_\_\_  
Scott Strawbridge, Executive Vice President

**July 1, 2009 - June 30, 2012**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between Local Union No. 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("Local 393") and The Contractor's Association.

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Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Representative

Address: \_\_\_\_\_

Individual

Corporation

Partnership

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

State Contractors License Number: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

Accepted and Approved by UA Local 393

# SIGNATURE PAGE SAMPLE

## SIGNATURE PAGE

This Agreement shall be deemed to be executed when the parties hereby shall have affixed their signatures hereto:

LOCAL UNION NO. 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMAN AND  
APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA

GREATER BAY AREA ASSOCIATION OF  
PLUMBING AND MECHANICAL  
CONTRACTORS

\_\_\_\_\_  
Bill Meyer, Business Manager

\_\_\_\_\_  
Roger Klingen, President

**July 1, 2009 - June 30, 2012**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between Local Union No. 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("Local 393") and The Contractor's Association.

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**Execution of this Agreement does not establish membership in The Contractor's Association.**

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Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Representative

Address: \_\_\_\_\_

Individual

Corporation

Partnership

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

State Contractors License Number: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

Accepted and Approved by UA Local 393

# SIGNATURE PAGE SAMPLE

## SIGNATURE PAGE

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LOCAL UNION NO. 393 OF THE UNITED  
ASSOCIATION OF JOURNEYMAN AND  
APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY OF THE  
UNITED STATES AND CANADA

INDUSTRIAL CONTRACTORS – UMIC, INC.

\_\_\_\_\_  
Bill Meyer, Business Manager

\_\_\_\_\_  
Michael Vlaming, Chairman

**July 1, 2009 - June 30, 2012**

The undersigned Individual Employer agrees to abide by the provisions set forth in the Agreement between Local Union No. 393 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO ("Local 393") and The Contractor's Association.

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Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative

Address: \_\_\_\_\_

Individual

Corporation

Partnership

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

State Contractors License Number: \_\_\_\_\_

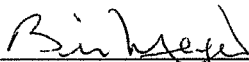
Date: \_\_\_\_\_ By: \_\_\_\_\_

Accepted and Approved by UA Local 393

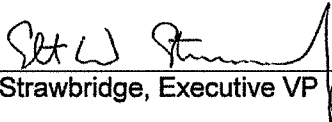
# SIGNATURE PAGE SAMPLE

## Signature Page

Plumbers, Steamfitters and Refrigeration Fitters UA Local 393

By  1-6-10  
Bill Meyer, Business Manager Date

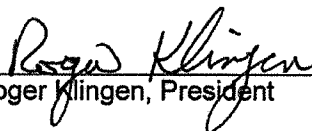
Northern California Mechanical Contractors Association

By  1-6-2010  
Scott Strawbridge, Executive VP Date

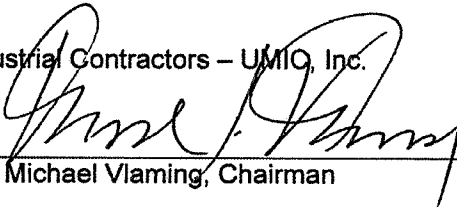
Santa Clara Valley Contractors Association

By  1-6-10  
Larry Gates, Executive Manager Date

Greater Bay Area Association of Plumbing and Mechanical Contractors

By  1/6/10  
Roger Klingen, President Date

Industrial Contractors – UMIO, Inc.

By  1/6/10  
Michael Vlaming, Chairman Date

MLA\_07-01-2009 to 06-30-2010\_1/6/2010 - 11:01:48 AM

A

**Basic Wage & Fringe Rates**  
**Effective 07/01/2009 to 06/30/2010**  
**Appendix B**

**Journeyman Rate:**

Base Rate	\$ 47.12
Employee Savings Deduction	2.00
Dues Check-Off	<u>1.54</u>
<b>Hourly Taxable Wage</b>	<b>\$ 50.66</b>

**Fringes:**

Health & Welfare	\$ 11.31
Health & Welfare Extended Reserve	0.50
Pension	10.57
SUB	0.30
Training	1.15
Labor Management Cooperation Trust	0.10
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	<u>-</u>
<b>Hourly Fringes:</b>	<b>\$ 24.18</b>

**Total Cost Package: \$ 74.84**

**Foreman Rate:**

Base Rate	\$ 52.19
Employee Savings Deduction	2.00
Dues Check-Off	<u>1.54</u>
<b>Hourly Taxable Wage</b>	<b>\$ 55.73</b>

**Fringes:**

Health & Welfare	\$ 11.31
Health & Welfare Extended Reserve	0.50
Pension	10.57
SUB	0.30
Training	1.15
Labor Management Cooperation Trust	0.10
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	<u>-</u>
<b>Hourly Fringes:</b>	<b>\$ 24.18</b>

**Total Cost Package: \$ 79.91**

**First (1st) Period Apprentice Rate:**

Base Rate	\$ 20.24
Employee Savings Deduction	0.82
Dues Check-Off	<u>0.74</u>
<b>Hourly Taxable Wage:</b>	<b>\$ 21.80</b>

**Fringes:**

Health & Welfare	\$ 11.31
Health & Welfare Extended Reserve	-
Pension	8.57
SUB	0.20
Training	1.15
Labor Management Cooperation Trust	0.10
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	<u>-</u>
<b>Hourly Fringes</b>	<b>\$ 21.58</b>

**Total Cost Package: \$ 43.38**

**General Foreman Rate:**

Base Rate	\$ 57.25
Employee Savings Deduction	2.00
Dues Check-Off	<u>1.54</u>
<b>Hourly Taxable Wage</b>	<b>\$ 60.79</b>

**Fringes:**

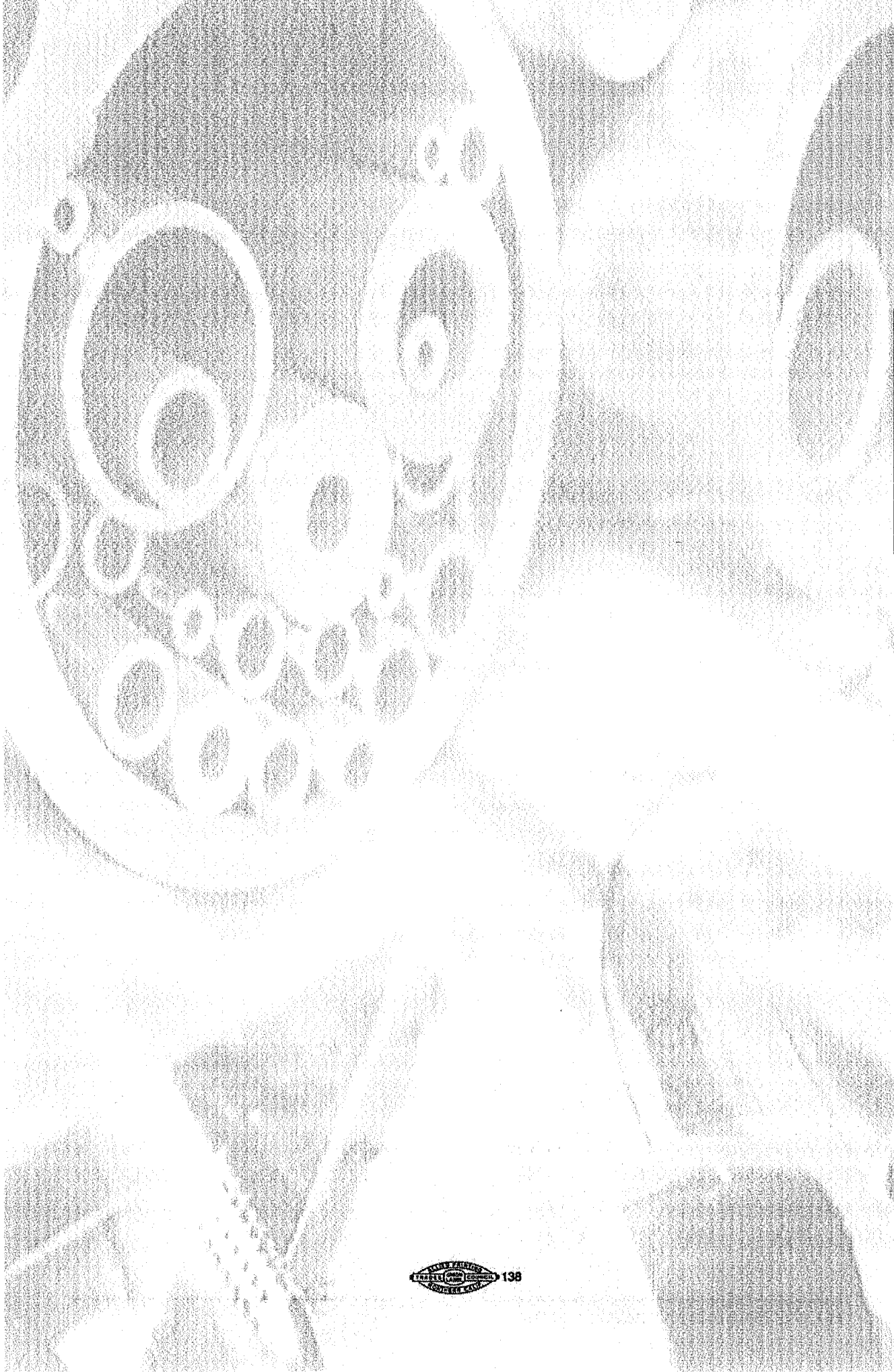
Health & Welfare	\$ 11.31
Health & Welfare Extended Reserve	0.50
Pension	10.57
SUB	0.30
Training	1.15
Labor Management Cooperation Trust	0.10
Contract Administration	0.25
Additional H&W Extended Reserve	-
Additional Part B Pension	<u>-</u>
<b>Hourly Fringes:</b>	<b>\$ 24.18</b>

**Total Cost Package: \$ 84.97**

Construction Tradesman, Material Handler, Shift Rate, Overtime and Double Time Wage Rates available upon request.











**WORKING AGREEMENT**

**LOCAL UNION NO. 95**

**United Union of Roofers, Waterproofers  
and Allied Workers**

**&**

**ASSOCIATED ROOFING CONTRACTORS OF  
THE BAY AREA COUNTIES, INC.**

**August 1, 2006 to July 31, 2011**

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## PREFACE

This Agreement is made and entered into effective August 1, 2006 by and between ASSOCIATED ROOFING CONTRACTORS OF THE BAY AREA COUNTIES, INC. (for and on behalf of its members who have authorized it or who subsequently authorize it to represent them in labor relations and those other firms who have executed authorizations or subsequently execute authorizations for the Association to represent them in labor relations) and such other persons, firms or corporations as may become parties to this Agreement, and LOCAL UNION NO. 95 of the UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS (hereinafter referred to as the Union).

The term "Association" as used in this Agreement refers to Associated Roofing Contractors of the Bay Area Counties, Inc.

The term "Employer" or "Individual Employer" as used in this Agreement refers to (1) the members of the Association authorizing the Association to represent them in labor relations, (2) the other firms authorizing the Association to represent them in labor relations, and (3) any other person, firm or corporation which may become a party to this Agreement.

Each Individual Employer agrees to designate and appoint the Associated Roofing Contractors of the Bay Area Counties, Inc. as his attorney in fact to appoint members of the Labor Relation Committee and Trustees of the various trust funds to which employers are required to contribute by this Agreement. Individual Employers need not be members of the Association in order to be eligible for appointment to the Labor Relations Committee and/or the various trust funds to which employers are required to contribute by this Agreement.

The term "Union" or "Local Union" as used in this Agreement, unless otherwise expressly required by the context, refers to Local Union No. 95 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO.

This Agreement shall continue in full force and effect, effective as of August 1, 2006 and shall remain in effect through midnight July 31, 2011 and shall continue in full force and effect from year to year thereafter, unless either party desiring to change or modify the Agreement gives notice in writing to the other of a desire to modify the Agreement at least ninety (90) days prior to July 31, 2011 or July 31, of any succeeding year, subject to the following:

1. The Agreement cannot be opened to discuss or modify wages until the earlier of (a) the date on which the total Journeyman wage and fringe benefit amounts for both Roofers Local Union No. 40 and Roofers Local Union No. 81 equal or exceed \$49.52 per hour; or (b) July 31, 2014.
2. This Agreement may be opened by mutual consent of the parties on July 31, 2011, July 31, 2012 or July 31, 2013 for purposes of discussing matters other than wages and fringe benefits. In addition to

specifically agreeing that any such opening of the Agreement shall not encompass wages and fringe benefits, the Local Union also agrees that there will be no strikes, slowdowns or stoppages of work in connection with any opening of the Agreement pursuant to this provision.

## Article I

### Work Covered

Section 1. This Agreement shall apply to and cover all work within the jurisdiction of the Union and shall cover the application of all roofing, waterproofing, slate, tile, asbestos (rigid), asbestos and composition brick siding, roof insulation materials, and metal roofing, including but not limited to the following:

- ❖ All applications and materials as defined by the State of California, Contractors State License Board, under the C-39 Roofing and Waterproofing contractors license or any other contractor's license related to the prevention of intrusion or migration of water and/or moisture.
- ❖ All slate of any size, shape or color, including flat or promenade slate when used for roofing or siding with necessary metal flashing to make watertight.
- ❖ All asbestos shingles or asbestos (rigid) or asbestos of any size, shape or color, and in any manner laid when used for roofing or siding with necessary metal flashing to make water-tight.
- ❖ All cementing in, on or around the said slate, shingle or tile roof.
- ❖ All laying of felt or paper beneath the above-mentioned work.
- ❖ All dressing, punching and cutting of all slate, shingles, tile and fiberglass tile.
- ❖ All operation of slate, shingle or tile cutting or punching machinery.
- ❖ All substitute material taking the place of slate or tile, as asbestos slate or tile, cement or composition tile, excepting shingles of wood.
- ❖ All tear-off and/or removal (of any type roofing), all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relayed or any materials coming under the scope of jurisdiction as outlined in Article I Section 1 is to be applied.
- ❖ All forms of plastic slate, slag, gravel roofing.
- ❖ All kinds of asphalt and composition roofing.
- ❖ All rock asphalt and composition roofing.
- ❖ All rock asphalt mastic when used for damp and waterproofing.
- ❖ All prepared paper roofing.
- ❖ All compressed paper, chemically prepared paper and burlap when used for roofing or damp and waterproofing purposes, with or without coating.
- ❖ All damp resisting preparation when applied with mop, brush, roller, swab, gun trowel, or spray system in or outside of building.
- ❖ All tarred floors.
- ❖ All damp course, sheeting or coating on all foundation work.
- ❖ All shower pans, hot mopped or cold processed.
- ❖ All laying of slate, tile, asbestos shingles, asbestos (rigid), asbestos or brick when laid in pitch tar, asphalt, mastic, marmolite, or any form of bitumen.
- ❖ All precast reinforced concrete slabs for roofing when pointed up with or laid upon any preparation of asphalt, roofing cements, or other mastics, on roofs, flat or otherwise.
- ❖ All mastic floor laying.
- ❖ All bitumastic enameling, pipe wrapping and other rustproofing.
- ❖ All plastics or any other material used for roofing, weatherproofing or waterproofing.
- ❖ All recoating and cleaning up any type of roof.
- ❖ All forms of insulation used as part of or in connection with roofing, waterproofing or damp-proofing.
- ❖ All forms of elastomeric and/or plastic (elasto-plastic) roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. These shall include but not be limited to the following:
  - (a) PVC (polyvinyl chloride systems)
  - (b) Butyl Rubber
  - (c) EPDM (ethylene propylene dien terpolymer)
  - (d) PIB (polyisobutylene)
  - (e) CPE (chlorosulfonated polyethylene)



(f) ECB (ecnylene-copolymer-bitumen and anthracite dusts, also known as modified or plasticized asphalt)

- ❖ All insulation applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives.
- ❖ All types of aggregates, blocks, bricks or stones used to ballast these elasto-plastic systems.
- ❖ All types of aggregates, blocks, bricks or stones used as a ballast for Inverted Roofing Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roofing membrane.
- ❖ All sealing and caulking of seams and joints on these elasto-plastic systems to ensure water-tightness.
- ❖ All liquid-type elasto-plastic preparation for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.
- ❖ All priming of surfaces to be roofed, damp or waterproofed, whether done by roller, mop, swab, three-knot brush, or spray systems.
- ❖ All types of pre-formed panels used in waterproofing (Volclay, etc.).
- ❖ All application of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back-filling operations.
- ❖ All handling of roofing, damp and waterproofing materials.
- ❖ All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs.
- ❖ All materials necessary to make the roofing and/or waterproofing system waterproof and/or bondable.
- ❖ Any new material or process introduced during the term of this agreement which is used to replace or in place of any of the above mentioned materials or processes.
- ❖ Any material or application when the primary function is to prevent migration or intrusion of moisture.

Section 2. The handling of all material mentioned above or other material covered by this Agreement coming onto any job site is covered under the terms of this Agreement, and shall be performed by employees covered hereby.

Section 3. This Agreement shall cover all employees of employers in Santa Clara, Santa Cruz, San Benito and Monterey Counties, performing the work set out in Article I, and shall constitute and be the first assignment of such work to employees. All terms and conditions of this Agreement shall also apply to all covered work as described in Article I that is performed by any employee outside those four (4) Counties, if the employee was originally referred out of the Roofers Local Hiring Hall to that employer or was originally performing work within the four (4) Counties for that employer.

Section 4. An employer signatory to a collective bargaining agreement with another Local of the United Union of Roofers, Waterproofers and Allied Workers which calls for a total wage and fringe benefit package which is less than that called for under this Agreement shall, as a condition of performing covered work within the jurisdiction of Local #95: (a) become signatory to this Agreement; (b) fully comply with the provisions of Article IX, Section 2(e); and (c) pay to his or her employees not dispatched from Local 95 in the form of wages the difference between the total wage and fringe benefit package called for under this Agreement and that called for under their collective bargaining agreement with the other Roofers Local Union.

## ARTICLE II

### Union Recognition

The Employer recognizes the Local Union as the sole and exclusive collective bargaining representative of the employees employed upon the work covered by this Agreement under Section 9 (a) of the National Labor Relations Act.

## ARTICLE III

### "Employee" Defined

The term "employee" or "employees" shall include:

- (1) Journey Level Roofers A journey level roofer is an employee who has satisfactorily completed an apprentice program conducted by a Roofers and Waterproofers Joint Apprenticeship Committee or who can show conclusive proof that he has worked as a roofer at the trade for at least three (3) years and can pass the Roofers examination given by the Examining Board. The Examining Board shall include at least one Employer as an observer.
- (2) Non-Certified Journeyman A non-certified journeyman is a person who is not an apprentice who has at least three (3) years roofing experience and is performing most of the duties of a journey level roofer but has not completed a roofing apprenticeship program or passed the roofing exam.
- (3) Apprentices An apprentice is an employee working under and subordinate to the Roofers Joint Apprenticeship Committee.

## Article IV

### Union Membership

Section 1. All employees shall be required as a condition of employment to become members of the Union on or before the 8<sup>th</sup> day following the commencement of their employment, or the date of execution of this Agreement, whichever is the later and shall be required to maintain such membership in good standing. This section shall be enforced to the full extent permitted by law.

Section 2. Upon written notice from the Union that any employee has failed to comply with the requirements of this Article, the Employer shall immediately discharge such employee, unless the Employer has reasonable grounds for believing that Membership in the Union was not available to such employee on the same terms and conditions generally applicable to other members, or that membership was denied to such employee or terminated for reasons other than failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership.

## Article V

### Employer

Section 1. Each Employer shall be fully licensed, as required by City, County, State of California, have a permanent place of business, equipped with a telephone, and shall carry adequate Workmen's Compensation and other insurance, and shall operate in full compliance with the law and applicable regulations. It shall not be a violation of this Agreement for the Union to refuse to dispatch men, or for any employee to refuse to work for any Employer who does not meet the above standards.

## Article VI

### Safety

Section 1. The Employer and the Union recognize the need to create and maintain a safe working environment. No one covered by this Agreement shall create or require anyone to work under unsafe conditions. No one shall be required to use materials or equipment in a manner that is unsafe or dangerous; or injurious to health and safety. In the event a dispute over such conditions cannot be resolved immediately at the job site a representative of the Employer as well as a representative of the Union shall meet as soon as possible at the job site to resolve the issue. In the event that a resolution cannot be reached at the job site it shall not be a violation of this Agreement for the Union to remove the men from the job pending resolution of the dispute by the Joint Labor Relations Committee.

Section 2. Employees shall not be required to work for any Employer unless said Employer's insurance carrier has filed with the Union a Certificate of Workmen's Compensation Insurance. The certificates of compensation insurance may be forwarded through the Association's office.

Section 3. Roofing contractors who are signatory to this Agreement may at their discretion participate in an alternative dispute resolution system pursuant to the provisions of California Labor Code Section 3201.5.

## Article VII

### Holidays

Section 1. The following are legal holidays recognized and observed within the area covered by this Agreement: New Year's Day, Presidents Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. If the observance of any of these legal holidays should fall on a Saturday, the immediately preceding Friday shall be treated as a holiday for purposes of this Agreement, and if any of these legal holidays falls on a Sunday, the Monday immediately following shall be treated as a holiday.

Section 2. No work shall be performed on holidays, except in cases of extreme emergency and then only with prior notification of the Union.

## Article VIII

### Legality

Section 1. It is not the intent of any party hereto to violate any laws, rulings or regulations of any governmental body having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that 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 voided are wholly inseparable from the remaining portion of this Agreement. 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, and attempt to resolve such illegality.

## Article IX

### Hiring and Referral System

Section 1. The Employer shall secure all employees required in the performance of the work covered by this Agreement through the Employment Office of the Local Union signatory to this Agreement. The Union agrees to dispatch employees within twenty-four (24) hours, if available. In the event that qualified employees are not dispatched by the Union within such time, the Employer may obtain his employees elsewhere. The Employer shall notify the Union of the name, address and social security number of any person or persons so employed, the date and classification of employment, and shall within seventy-two (72) hours obtain a referral slip for such employee(s).

Section 2. The Union shall maintain an open and non-discriminatory employment office for the use of employees desiring employment on work covered by this Agreement. Referral to employment shall fully comply with the provisions of Title 7 of the Civil Rights Act of 1964, the Presidential Executive Orders dealing with non-discriminatory employment practices and the California Fair Employment Practices requirements.

- (a) Applicants for employment shall register with the Union employment office in the manner required by such office.
- (b) Apprentices shall be listed separately and referred to employment in accordance with the rules and regulations of the Joint Apprenticeship Committee.
- (c) Applicants for employment shall be referred to Employers in the order in which they are registered in the classification requested, subject to the following conditions:

- (1) Applicants who have previously been employed by an Individual Employer shall be dispatched if requested by name.
- (2) When an Individual Employer needs key men there shall be a pre-job conference at which the classifications to be filled by such employees, and the number of employees in each classification, shall be determined. Thereafter, such person or persons shall be dispatched without regard to the provisions of this Article and the Employer shall hire such person or persons dispatched.
- (d) The Employer may reject any employee or applicant for employment dispatched by the Union, provided, however, that any such employee or applicant reporting for work and rejected by the Employer shall be entitled to show-up time in the amount provided in Article XII, unless such employee or applicant is rejected because he reported in a condition unfit for work, or because he had been discharged for cause by the Employer within twelve (12) months immediately preceding the date of such reporting for work, or because he is not qualified to perform the type of work specified by the Employer at the time of calling the employment office of the Union for such employee.
- (e) Notwithstanding the above, any Employer coming from an area not covered by this Agreement to perform work covered by this Agreement, may bring from such area not more than fifty percent (50%) of the employees required to perform such work, provided the Union has men available and provided further that any such employees from outside the area have been originally hired in accordance with the hiring provisions of the collective bargaining contract of the Local Union of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, in effect in such area.

This section may be superseded by signed written agreement between two or more Locals for reasons mutually deemed necessary as long as the intent of this section is not violated.

Section 3. No employee shall be discharged or in any way discriminated against by reason of activity for or against the Union, provided, however, that no employee need be paid for time spent in such activities. No employee shall be discharged or in any way disciplined for refusal to pass a duly authorized primary picket line.

Section 4. No employee shall be discharged except for just cause. In the event of a dispute, the existence of just cause shall be determined in accordance with the grievance procedure provided in Article XXVII hereof. Employees discharged without just cause may be ordered reinstated with back pay.

Section 5. The provisions contained in this Article IX are intended to be, and are, the only provisions governing the hiring, dispatching and discharge of employees.

Section 6. Any Employee or Employer claiming to be aggrieved by the application to himself of any of the provisions of this Article IX, whether by the Union, or the Employer, may submit the same to the Joint Labor Relations Committee in accordance with the provisions of Article XXVII. All such grievances must be submitted in writing to the Joint Labor Relations Committee within ten (10) calendar days of the date when such grievance arose. The Union and Association shall at all times keep at hand a sufficient number of forms for the use of employees or employers in submitting such grievances.

## Article X

### Work Day and Week

Section 1. The regular work day shall consist of eight (8) hours, with one-half (.5) hour for lunch. The regular work week shall consist of five (5) eight-hour days beginning with Monday and ending with Friday of each week.

Section 2. During the regular work day, the first eight (8) hours work shall be at straight time, the next two (2) hours shall be at time and one-half, and all hours thereafter shall be at double time. Work performed on Sundays and on holidays which fall during a Monday through Friday regular work week only shall be considered overtime and double time shall be paid.

In the event that conditions on one or more days during the regular work week prevent employees from working on scheduled work during such week, work may be performed on Saturday at straight time rates of pay. It is

specifically agreed that all straight time work on Saturday will be voluntary and no employee shall be discharged, or otherwise disciplined, for refusing such work. Employees who have worked forty (40) hours or more during the regular work week shall not be eligible for straight time work on Saturday. Each holiday that occurs during the regular work week shall be counted as eight (8) hours worked for purposes of determining overtime.

Section 3. The work day and/or work week may be modified from time to time to meet the needs of a specific job site, work process or to accommodate the needs of the individuals working on the job, provided that the following conditions are met:

- Changes to the work day and/or work week may be made by mutual agreement of the Superintendent and Foreman.
- Changes to the work day and/or work week shall not violate any applicable State or Federal Laws.
- All work performed over ten (10) hours per day or forty (40) hours a week will be considered overtime.
- If a holiday should fall during the regular work week, that day(s) shall count as eight (8) hours worked for the purpose of determining if forty (40) hours have been worked during the regular work week.
- When possible, all parties concerned shall be notified of the changes made as well as the reasons for the changes prior to being assigned to the project and/or work site involved.
- Individuals have the right to refuse to work on any job in which changes to the work week have been made.
- Employer has the right to request another employee or a person from the hiring hall to man the job.
- Any changes to Article X "*Work Day and Week*" will only be made after careful consideration of the needs and concerns of all parties involved.

Section 4 When an employee loads trucks or performs any labor for the Employer before leaving for the job, the employee's work day and compensation shall start from the time he began to work at the employer's place of business.

## Article XI

### Working Rules

Section 1. Employees covered by this Agreement shall perform the handling and hoisting of all roofing materials after initial delivery to the job site, unless roof top delivery is done by outside vendors or suppliers.

Section 2. On service and/or repair work where hot material is used, at least two (2) men are to be employed and no hot asphalt is to be carried up ladders.

Section 3. On all shingle work six-twelve (6/12) pitch or over, or two (2) stories or over, two (2) men must be assigned at all times.

## Article XII

### Reporting for Work

Section 1.

- (a) The Employer agrees that when an employee regularly on the Employer's payroll is required to report for work and no work is provided, the employee so reporting shall receive two (2) hours pay, provided lack of work is not caused by bad weather or other acts of God, or by strikes or other conditions over which the Employer has no control. When an Employer informs any employee at least one hour prior to starting time that there is no work for him, show-up time need not be paid.
- (b) Employees who appear for work in a physically unfit condition or without proper work attire shall not be entitled to reporting pay. Employees unable to report when so ordered shall notify the Union and the Employer one hour prior to starting time.

- (c) When an employee not regularly on the payroll is dispatched by the Union upon order by the Employer, he shall be given not less than four (4) hours pay, whether or not he is provided work, unless work is unavailable due to bad weather or other acts of God, or by strikes or other conditions over which the Employer has no control. To receive pay employee must report for work at the time and place requested prepared to work.
- (d) Employees at their own expense shall provide and shall report for work with common hand tools which are necessary to properly carry out their work. In addition, employees shall provide appropriate footwear as described by the Division of Safety, hard hat, gloves and long sleeve shirt. In the event that the law or appropriate regulations require the Employer to supply any such equipment, the requirements of this Section shall to that extent be inapplicable.

## Article XIII

### Union Access

The authorized agent(s) of the Union may have access to the Employer's premises and job sites during working hours for the purpose of ascertaining that the provisions of this Agreement are being observed, provided this right is exercised reasonably and does not interfere with the normal course of work.

## Article XIV

### Foreman

Section 1. At least one journeyman shall be designated as a foreman on each job. The Employer shall not be classed as a foreman when working on the job. If a foreman is moved from a job to do incidental work during the day there shall be no changes in his foreman rate.

Section 2. A foreman who works with the tools of the trade may direct or assign work and recommend layoff for lack of performance and violation of safety rules and regulations. A foreman shall not have the authority to adjust grievances. A foreman may approve minor incidents of unscheduled time off if no supervisory personnel are available on the job site.

## Article XV

### Piece Work

The Employer agrees not to employ roofers or roofing crews on a piece work basis or subcontract work to any employee or group of employees except as follows.

The Employer may employ roofers on a piece work basis on jobs involving slate, concrete or clay tile, shingle or shake roofs only, provided that:

- Employee and Employer have equal say in negotiating the piece rate.
- The rate shall be negotiated prior to bid and shall be based on the Journey Level hourly pay rate, including all benefits.
- The piece rate and/or production expectations shall be reasonable. The average roofer should be able to make journeyman wages, including benefits, for each hour worked.
- Employer is responsible to assure Employee has everything needed to maintain production.
- All detail and non-production work shall be paid at the applicable hourly wage rate, unless express provisions are made within the piece rate agreement.
- Employee has the right to refuse piece work.
- Any dispute shall be subject to the grievance procedure.

## Article XVI

### Subcontracting

The Employer agrees that it will not subcontract, sublet, assign or otherwise transfer any work covered by this Agreement to be performed at any construction site, to any person, firm or employer who is not a party to this Agreement, or who does not agree in writing prior to the commencement of such work to abide by all the terms of this Agreement.

## Article XVII

### Job Efficiency

The Employer and the Union recognize the necessity of eliminating restrictions and promoting efficiency. No rules, customs or practices shall be permitted that limit production or increase the time required to do the work and no limitations shall be placed on the amount of work which an employee shall perform during the work day, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices or methods, provided, however, that no employee shall be required to work under any conditions that are injurious to his health and safety.

## Article XVIII

### Transportation, Travel Time and Out of Town Expenses

#### Section 1. Pay for Travel Time

- (a) Travel compensation for all employees who are directed by the Employer to report directly to the job site shall be reimbursed the amount specified according to the zone schedule as defined herein. An employee who has not been told where to report should contact the Employer between 4:00 p.m. and 6:00 p.m. the day before he is scheduled to report in order to receive instructions on where to report. An employee directed to report to the job site may report instead to the Employer's shop for the limited purpose of traveling on the Employer's vehicle(s) from the shop to the job site and from the last job site of the day back to the shop. Time spent in such travel shall not be counted as time worked and the employee will not be compensated for this time spent in travel to and from a job. All employees who are directed to report directly to the job site as well as those who choose to report to the Employer's shop for the limited purpose of traveling in the Employer's vehicle shall be reimbursed for travel expenses at the per diem rate required for the "Zone" in which the job site is located. The travel zones shall originate from the intersection of Highways 101 and 880.

#### Zones Defined and Compensation

<u>Zone 1</u>	Beyond 45 mile radius to 60 miles	\$20.00 per day or Subsistence Allowance
<u>Zone 2</u>	Beyond 60 mile radius	\$35.00 per day or Subsistence Allowance

- (b) Every driver of an Employer's vehicle, any employee who is required to report to the shop or any place other than the job site as well as time spent traveling during the work day (i.e., site to site or to supply yard) shall be considered work time as per applicable state and/or federal law.
- (c) All time spent in travel, which is required to be counted as time worked by this section, shall be paid at the regular straight time rate if during the regular work day, and as overtime at the rate of time and one-half outside the regular work day hours.

Section 2.        Mileage and Parking Expense Reimbursement The Employer agrees to furnish transportation that is safe and lawful. An employee who furnishes his own transportation for travel during times when he would be compensated as time worked as provided in Section 1, shall in addition to travel time pay be reimbursed for the travel expense of using his own vehicle at the current mileage reimbursement rate established by the Internal Revenue Service for each mile actually traveled. Said mileage reimbursement shall be the sole and exclusive travel expense to which employees are entitled for work-related use of a personal vehicle.

If the Individual Employer directs the employee to use his or her personal vehicle to report to the job site and free parking is not available, the Individual Employer shall designate one or more approved paid parking locations. If the employee utilizes an approved parking location, the Individual Employer upon the submission of a valid receipt shall reimburse the employee's actual parking expenses.

Section 3.        Out of Town Subsistence Allowance

- (a) When it is necessary for an employee to remain out of town overnight, the employer agrees to pay all reasonable expenses. The employer shall designate lodging facilities of not less quality than Motel 6, two (2) employees to a room, and provide each employee with a meal allowance of \$25.00 per day. If previous arrangements for lodging facilities have not been made, the employee and the employer shall mutually agree on reasonable lodging facilities and the employee shall be reimbursed for the actual out of pocket cost incurred as demonstrated by receipts. No subsistence allowance is required for any day for which the employee received pay for travel time and mileage expense reimbursement to return from the subsistence area.
- (b) For the purpose of this section, the employee shall be deemed employed on the job during any period when the job is shut down or partially down, including Saturdays, Sundays or Holidays, if the employee remains on the job site and if employed on the job on the day before and the next work day after the shut down, provided work is available. In lieu of the subsistence allowance for such days, the Employer may elect to pay travel time and mileage expense reimbursement from the subsistence area and return.

Article XIX

Bonding and Collection

Section 1.        In order to secure payment of wages, fringe benefit contributions, liquidated damages and any other financial obligations created by this Agreement or the trust agreements, the Employer agrees that prior to employing any employees hereunder, or the right to have employees hereunder, he will post a bond with the Trust in a form approved by the Trustees and with a surety licensed to do business as a corporate surety in the State of California. For Employers with four (4) or fewer employees covered by the fringe funds the bond amount shall be five thousand (\$5,000.00) dollars. For Employers with five or more employees covered by the fringe funds the bond amount shall be ten thousand (\$10,000.00) dollars.

The Board of Trustees may, to protect the interest of the Trusts, vote to raise the minimum bonding requirement. At such time the new requirement will automatically become part of this Agreement.

Section 2.        The Employer further and additionally agrees to pay all reasonable costs and attorney's fees necessary and incurred to collect any amounts due hereunder in the event of the default in performance by the Employer hereunder, including collection of sums due hereunder by demand or suit on the surety bond.

Section 3.        Either the Union or the Trustees of a Trust established or existing for receipt of monies collected hereunder may commence action in law or equity to enforce the collection of any amounts due or that become due under this Agreement or any trust agreement established pursuant to the terms of this Agreement.

Section 4.        All contributions required hereunder are due and payable according to the provisions of the trust agreement. Default of performance by the Employer shall be substantial breach of this Agreement, and the following remedies and action may be taken within the discretion of the Union or at the discretion of the Board of Trustees of the Fringe Benefit Trust Fund:



(a) This contract and Agreement will be immediately suspended without further notice whatsoever as to said defaulting Employer.

(b) The Union will remove and recall all employees of the defaulting Employer pursuant to the terms of this Agreement and require that no employees shall work for said defaulting Employer.

Section 5. All reasonable expenses and costs of litigation incurred by the Union or the Trustees, or any duly authorized agent thereof, as well as all reasonable attorney's fees in the event of litigation shall be an additional liability and shall be payable by the defaulting Employer.

Section 6. In the event of default this Agreement may be terminated by giving written to the Employer. The termination will be effective immediately upon personal delivery of said notice, or one day following posting thereof in the U.S. Mail, postage prepaid, to the last business address of the Employer.

## Article XX

### Working Employer

Section 1. One member of a firm designated in advance as a working owner shall be permitted to work on any class of work covered by this Agreement. No such work shall be allowed unless at least one journeyman roofer is working with him and receiving foreman's pay. Such working owner shall comply with all applicable provisions of this Agreement with respect to hours and working conditions.

Section 2. Member of a firm means any individual having an interest, direct or indirect, in the ownership or control of the proprietorship, partnership or corporation.

## Article XXI

### Wages

Section 1. (a) Effective August 1, 2006, there will be a Journeyman increase of \$1.75 per hour. Accordingly, effective August 1, 2006 the basic hourly wage scale shall be as follows:

Journey Level Roofer	\$27.60
Kettle Operator (2 Kettles)	\$29.60
Coal Tar, Pitch & Mastic Workers (Pitch Pay)	\$29.60
Non-certified Journey Level Roofer (90% of Journey Level)	\$24.84
Foreman	\$30.60

Basic hourly wage does not include the following contributions; pension, health and welfare, vacation, dues check off, apprenticeship, industry promotion fund and labor/management.

Section 1. (b) On August 1, 2007 there will be a Journeyman increase of \$1.50 per hour. On August 1, 2008, there will be a Journeyman increase of \$1.75 per hour. On August 1, 2009, there will be a Journeyman increase of \$2.00 per hour. On August 1, 2010, there will be a Journeyman increase of \$3.00 per hour. Allocation of any existing monies or scheduled increases to wages or benefits shall be at the discretion of the Union.

Section 1. (c) For purposes of calculating apprentice wage rates, effective with the August 1, 2006 Journeyman increase the entire amount of each annual Journeyman increase will be added to the then-current Journeyman base wage rate. This amount will then be multiplied by the appropriate percentage to determine the base wage rate for each bracket of apprenticeship. Any allocation to apprentice fringe funds (other than health and welfare) will be subtracted from the calculated base wage rate for each bracket of apprenticeship.

**EXCEPTION:** If a portion of an annual increase is allocated to Journeyman health and welfare, the health and welfare contribution amount for all apprentice brackets will be increased to match the Journeyman contribution amount. Apprentice wage rates will then be calculated by adding the amount of the Journeyman increase less the amount of the Journeyman allocation to health and welfare to the then-current Journeyman base wage rate. This amount will then be multiplied by the appropriate percentage to determine the base wage rate for each bracket of apprenticeship. Any allocation to apprentice fringe funds will be subtracted from the calculated base wage rate for each bracket of apprenticeship.

The Non-Certified Journeyman base wage rate shall be calculated by multiplying the Journeyman base wage rate by 0.9. The fringe benefit (vacation, supplemental insurance and dues, pension, health and welfare, labor management fund, apprenticeship fund and promotion fund) contributions applicable to Non-Certified Journeymen shall be identical in all respects to those applicable to Journeymen.

Section 1. (d) The basic hourly wage rate for Apprentices indentured on or after August 1, 2006 will be:

First six months	\$10.89	(40% of Journeyman Rate)
Second six months	\$13.68	(50% of Journeyman Rate)
Third six months	\$15.07	(55% of Journeyman Rate)
Fourth six months	\$16.46	(60% of Journeyman Rate)
Fifth six months	\$19.25	(70% of Journeyman Rate)
Sixth six months	\$22.03	(80% of Journeyman Rate)
Seventh six months	\$24.82	(90% of Journeyman Rate)

Section 2. Pitch pay for the full working day shall be paid to each employee on any building, old or new, where pitch is used, whether in conjunction with asphalt or not, in the application of a built-up roof or tear-off.

Section 3. Wages and all travel pay shall be paid in check or cash in the shop or on the job at or before quitting time on the posted pay day. No more than five (5) days pay may be held back. If no work is provided on pay day, checks shall be ready at 12:00 noon. All employees laid off, discharged or fired shall be informed by the Employer or foreman at the termination of the days work and shall be paid in full. If employees are required to wait for wages or other payments due, the Employer shall pay the employee for waiting time the regular rate of pay per hour until such time as that employee is paid in full. In the event any employee is required to wait more than twenty-four (24) hours for his pay, he shall be entitled to a full days pay for each day until paid, up to a maximum of thirty (30) calendar days.

Section 4. Employees shall be furnished with dated check stubs or other vouchers showing travel time, overtime worked, straight time, car mileage, and amount added for vacation, check-off and deductions for vacation, check-off, state disability insurance, social security and withholding tax.

## Article XXII

### Dues Deduction

After making the computation described in Article XXIV the Individual Employer shall deduct from employee wages and forward to the Union, along with the monthly transmittals, the working dues deduction. Such deduction shall be pursuant to signed authorization from the individual employee in conformance with Section 302 of the Labor Management Relations Act.

## Article XXIII

### Health, Welfare, Vacation and Pension

Section 1. The Health and Welfare Program, Pension Program and their supporting Trusts are hereby continued and incorporated as part of this Agreement. The Bay Area Counties Roofing Industry Promotion Fund and its supporting Trust is also hereby incorporated as part of this Agreement. Contributions to these funds shall be made by the Employer for each hour worked by each employee in accordance with this Agreement.

Section 2. Contributions to Health and Welfare, Pension and Vacation made on behalf of Apprentices shall be in accordance with the rates set forth in Addendum #1, attached hereto and made a part hereof.

Section 3.

- (a) Contributions to Health and Welfare, Pension and other trusts shall be at the rate established by Local #95, and may be varied as needed or desired at the discretion of the Union provided that in no event shall the amount exceed the total combined wage and benefit contribution as it exists at the time such changes are made. In addition, the minimum contribution to the Apprenticeship Trust shall not be less than \$0.35 per hour and the minimum contribution to the Labor/Management Trust shall not be less than \$0.30 per hour. Contributions to the Bay Area Counties Roofing Industry Promotion Fund shall be at the rates established by the Association and may not be varied by Local #95. Effective August 1, 2004, this rate shall be \$0.25 per hour for each hour worked by each employee covered by this Agreement.
- (b) Contributions to the Health and Welfare, Vacation, Pension, Joint Apprenticeship, Industry Promotion, and Labor Management Trust Funds shall be made to those respective Trusts for employees of an Employer performing covered work who were originally referred out of the Local Union Hiring Hall to the Employer, or were originally performing work within the counties of Santa Clara, Santa Cruz, San Benito and Monterey Counties for the Employer, regardless of geographic location of that work.

Article XXIV

Vacation and Dues Check-off Computation

Vacation and dues check-off contributions shall be added to the wage rate for purposes of computing taxes and all necessary taxes shall be withheld from the wages. Thereafter the full amount of the contribution shall be deducted and forwarded along with the monthly transmittal.

Article XXV

Transportation and Equipment

Section 1. Employees shall not be permitted or required as a condition of employment or otherwise to furnish the use of an automobile or other conveyance to transport tools, equipment or materials from shop to job, or from job to shop, or from job to job. All facilities for such transportation shall be provided by the Employer. This provision shall not be interpreted to restrict the use of an automobile or other conveyance to transport its owner and personal tools to and from home.

Section 2. The transportation equipment furnished by the Employer shall not be for personal convenience of the employees without express consent of the owner.

Article XXVI

Training Program

Section 1. The Apprenticeship Training Program shall continue in force and effect as presently registered with the California Apprenticeship Council. The provisions establishing the Apprenticeship Training Program are incorporated as a part of this Agreement, except that the ratio of apprentices to journeyman may be changed from time to time by the committee.

Section 2. Each Employer covered hereby shall contribute to the Joint Apprenticeship Training Fund in the same manner as contributions to the Fringe Benefit Funds. Provisions of this Agreement applicable to the Fringe Benefit Funds shall also be applicable to this Fund.

Section 3. In the event that the State of California or any agency acting on its behalf approves a ratio of apprentices to journeymen that is more favorable than those contained in the Standards governing the apprentices employed by the Employer, the committee shall immediately apply for approval of the same ratio.

Section 4. Effective March 1, 2000 each employer covered hereby agrees to contribute an additional \$0.20 per hour to a separate account within the fund to be used for the sole and exclusive purpose of developing a joint labor-management program to protect and preserve work opportunities for union contractors and their employees. A joint labor-management committee shall assist the JATC as needed in the development and implementation of this program.

Section 5. Effective August 1, 2006 each employer covered hereby agrees to contribute to the Joint Apprenticeship Training Fund \$0.70 for each hour actually worked by Class Code A-1 (1<sup>st</sup> six months) apprentices and \$0.60 for each hour actually worked by Class Code T-1 (1<sup>st</sup> six months) apprentices.

## Article XXVII

### Joint Labor Relations Committee

Section 1. There is hereby established a Joint Labor Relations Committee to be composed of two (2) representatives of the Union and two (2) representatives of the Employers which shall hold regular meetings, and special meetings as circumstances may warrant. All matters of controversy or dispute arising out of the operation of this Agreement or affecting relations between the parties hereto which cannot be settled by the duly authorized representative of the Union and the Employer directly involved shall be referred to the Joint Labor Relations Committee which shall meet within forty-eight (48) hours. Should the Committee be unable to adjust or settle any such controversy or dispute by conference or negotiation, such matters shall be referred to one representative chosen by the Union and one representative chosen by the Association. These two shall choose a third impartial arbitrator for final and binding arbitration. A two-third (2/3) vote of the two representatives and the arbitrator shall be final and binding upon the Association, all Individual Employers and the Union and the employees.

Section 2. To constitute a quorum of the Committee there must be present at each meeting at least one (1) member appointed by the Association and one (1) member appointed by the Union. The decisions of the Board shall be by majority vote of an equal number of employer members and Union members participating.

Section 3. In the event of a failure of an employer to comply with the provisions of Articles IV, VI, IX, XXI and XXII of the Agreement, so long as such dispute continues, the Union is authorized to withdraw the employees from the performance of work for said Employer and to picket the Employer's place of business and job sites. Such withdrawal or picketing for such period shall not be a strike or work stoppage within the terms of this Agreement, or a violation of this or any Agreement by and between any such Employer, this Union or any local Building and Construction Trade Councils or other Labor organization(s). 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 has been so withdrawn or refusing to perform any work, except for the day so withdrawn.

## Article XXIII

### Terms and Conditions for Work Covered

It is agreed that all work covered by this Agreement whether performed by Individual Employers covered hereby or by any person, firm or corporation for an on behalf of an Employer in association with any other persons, firms or corporations shall be governed by the terms and conditions of this Agreement.

## Article XXIX

### Authorized Agents

It is stipulated and agreed by and between the parties to this Agreement that the Business Manager or his designee is an authorized agent of the Union and shall be the person to be contacted by the Employer with regard to any matter concerning relationships with the Union or arising under the terms of this Agreement.

## Article XXX

### Strikes, Lockouts and Jurisdictional Disputes

Section 1. There shall be no strikes, lockouts or work stoppages during the term of this Agreement.

Section 2. All jurisdictional disputes between the Union or any other Union affiliated with the AFL-CIO shall be determined in the manner and by the procedure established by the National Joint Board for the Settlement of Jurisdictional Disputes, or in the event that the National Joint Board for the Settlement of Jurisdictional Disputes is abolished, any other procedure established by the Building and Construction Trades Department of the American Federation of Labor, AFL-CIO. Such determinations shall be binding upon and accepted by the Individual Employers and the Unions.

## Article XXXI

### More Favorable Work Agreements

During the term of this Agreement, if the Union signs another collective bargaining agreement with another/other employer(s) which in the judgment of the Association contains more favorable conditions, wages, or benefits than this Agreement, then the Association, on behalf of the Employers it represents, at its option shall be entitled to become a party to and bound by the other collective bargaining agreement.

## Article XXXII

### Labor Management Cooperation Trust

Section 1.

- (a) There is hereby established the Labor Management Cooperation Trust Fund for the purpose of enhancing, promoting, developing, maintaining and protecting the standards of the Industry. The fund shall operate under the terms of a trust agreement to be established by the parties.
- (b) Each employer covered hereby shall contribute to the fund. Contributions shall be made in the same manner as contributions to the Fringe Benefits Funds and all provisions of this Agreement applicable to the Fringe Benefit Funds shall also be applicable to this fund. Contributions to this fund shall not be required for hours worked by Apprentices in the 40% or 50% bracket.
- (c) Effective August 1, 1999 each employer covered hereby agrees to contribute an additional \$0.15 per hour to a separate account within the fund to be used for the sole and exclusive purpose of developing and implementing a Foreman Training Program.

Article XXXIII

Drug Free Work Place

The safety of the public, as well as the safety of fellow employees, dictates that employees not be permitted to perform their duties while under the influence of drugs or alcohol. To that extent the Drug and Alcohol Policy as negotiated and dated May 12, 1992 is hereby incorporated into this Agreement.

Notwithstanding the provisions of the above-referenced Drug and Alcohol Policy, each employer covered hereby may employ "point of collection" (instant) drug/alcohol testing, subject to policies and procedures to be established by a joint labor-management committee.

Article XXXIV

Targeted Job

Section 1. The Union is desirous of recapturing work which is now being done by contractors who are not bound by this Agreement, and also insuring that the work that is now being performed Union remains Union.

Section 2. The Employers recognize that the Union is initiating a program which will assist in recapturing construction work, and by agreeing to this targeted job concept, join with the Union in this endeavor. It is therefore agreed by the Employer and Union that the provisions outlined in Addendum 2, "Letter of Understanding-Targeted Jobs" shall be used by the Employer on targeted jobs.

Section 3. In the event the Union, through the Business Manager or any other designated agent, enters into a targeted job agreement for a specific project, prior to bid, with an Employer bound to this, or any other agreement, the exact same terms and conditions of the Targeted Job Agreement shall be available to all other employers, signatory to any agreement with the Union, who desire to bid on that specific project.

Section 4. It shall not be a violation of any provision of this Agreement for the Union to enter into an agreement with an Employer, under the targeted job concept, which contains terms and conditions different from this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the authorized representatives.

**ASSOCIATED ROOFING CONTRACTORS  
OF THE BAY AREA COUNTIES, INC.**

**ROOFERS LOCAL UNION NO. 95**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

ADDENDUM #1

ALL SIGNATORY CONTRACTORS OF SANTA CLARA  
SAN BENITO, SANTA CRUZ AND MONTEREY COUNTIES

UNITED UNION OF ROOFERS, WATERPROOFERS  
AND ALLIED WORKERS LOCAL UNION # 95

WAGES & FRINGE BENEFITS  
FOR THE SECOND YEAR OF THE WORKING AGREEMENT  
WAGES EFFECTIVE 8/1/07 – 7/31/08

CODE NO. #	CLASSIFICATION	BASE WAGE RATE	VACATION FUND	SUPPL. INSUR. & DUES C.O.	TAXABLE WAGES	PENSION FUND	HEALTH & WELFARE	LABOR MGMT. FUND	JATC FUND	INDUSTRY PROMO. FUND	TOTAL TRUST FUND PAYMENT	TOTAL FRINGE BENEFITS	TOTAL WAGES & BENEFITS
J-1	Journeyman	28.85	3.15	1.08	33.08	3.25	5.79	0.40	1.00	.25	10.69	14.92	\$43.77
J-1	Kettleman (2 Kettles)	30.85	3.15	1.08	35.08	3.25	5.79	0.40	1.00	.25	10.69	14.92	\$45.77
J-1	Bitumastic Enamellers, Coal Tar, Pitch & Mastic Workers (Pitchpay)	30.85	3.15	1.08	35.08	3.25	5.79	0.40	1.00	.25	10.69	14.92	\$45.77
J-1	Foreman	31.85	3.15	1.08	36.08	3.25	5.79	0.40	1.00	.25	10.69	14.92	\$46.77
H-1	Non-Certified Journeyman (Old 90% Helper)	25.97	3.15	1.08	30.20	3.25	5.79	0.40	1.00	.25	10.69	14.92	\$40.89
A-1	1 <sup>st</sup> 6 mo. 40% of Jrymn.	11.34	1.05	1.08	13.47	0.25	5.79	0.00	0.80	.25	7.09	9.22	\$20.56
A-2	2 <sup>nd</sup> 6 mo. 50% of Jrymn.	14.28	1.05	1.08	16.41	0.25	5.79	0.00	0.80	.25	7.09	9.22	\$23.50
A-3	3 <sup>rd</sup> 6 mo. 55% of Jrymn.	15.74	1.05	1.08	17.87	1.10	5.79	0.35	1.00	.25	8.49	10.62	\$26.36
"	4 <sup>th</sup> 6 mo. 60% of Jrymn.	17.21	1.05	1.08	19.34	1.10	5.79	0.35	1.00	.25	8.49	10.62	\$27.83
"	5 <sup>th</sup> 6 mo. 70% of Jrymn.	20.15	1.05	1.08	22.28	1.10	5.79	0.35	1.00	.25	8.49	10.62	\$30.77
A-4	6 <sup>th</sup> 6 mo. 80% of Jrymn.	23.08	1.05	1.08	25.21	2.10	5.79	0.35	1.00	.25	9.49	11.62	\$34.70
"	7 <sup>th</sup> 6 mo. 90% of Jrymn.	26.02	1.05	1.08	28.15	2.10	5.79	0.35	1.00	.25	9.49	11.62	\$37.64

LETTER OF UNDERSTANDING – TARGETED JOB

The Individual Employers and LOCAL UNION 95 OF THE UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS (Union) recognize the increased competition in the roofing industry in the Union's territorial jurisdiction from non-signatory contractors and the need for Union contractors to be competitive with non-signatory contractors in order to assure employment for the Union's members. The Employer recognizes that the Union is initiating a program which will assist in recapturing construction work, and by entering into this Letter of Understanding, joins with the Union in this endeavor.

The Employer and the Union also recognize that Union contractors can be competitive with non-signatory contractors through the use of modifications or alterations to the collective bargaining agreement.

The Union agrees to consider the use by the Employer of any number of modifications for the Employer to be competitive in bidding for roofing work which is likely to be lost to non-signatory contractors. The modifications to be used will be determined on an individual Project basis. The signatory Local Union having jurisdiction over the area in which the job site is located will determine if any alterations to the collective bargaining agreement can be made to make the Employer more competitive. The Employer will notify the Union by telephone when it is bidding roofing work that is being bid by non-signatory contractors. The notice from the Employer will identify the roofing work to be quoted and the modifications he feels are needed in order to be competitive with the non-signatory contractors. If the Union agrees with the Employer, it will authorize the alterations to the collective bargaining agreement for that job, and will notify the Employer orally. If the Union agrees to this arrangement, the Employer will submit the attached form along with a copy of its bid, in duplicate, and the Union will confirm its agreement with the Employer by returning one copy of the form with its agreement noted on the copy to the Employer.



**TARGETED PROJECT**

Pursuant to the foregoing Letter of Understanding, Local Union No. 95 of the United Union of Roofers, Waterproofers and Allied Workers (hereinafter "Union") and \_\_\_\_\_ (hereinafter "Employer" or "Contractor" agree that the following described construction project,

Project Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shall be classified as a targeted project. The following provisions of the collective bargaining agreement shall be altered to provide:

FOR THE EMPLOYER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

FOR THE UNION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Parties:

- A. Associated Roofing Contractors of the Bay Area Counties, Inc. (Association).
- B. Local No. 95 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO (Union).

Collective Bargaining Agreement:

The parties have entered into a Collective Bargaining Agreement with a term from August 1, 2006 to July 31, 2011. This document is an Addendum to that Collective Bargaining Agreement. If the term of the Collective Bargaining Agreement is modified, then the term of this Addendum is modified to be the same.

Effective Date:

The Addendum is effective for work performed on or after August 1, 2006 and shall become a part of the Collective Bargaining Agreement from and after that date.

Pension Contributions:

The Collective Bargaining Agreement provides for pension contributions to the Pacific Coast Roofers Pension Plan. As of the effective date specified above, this Addendum provides that contributions also be made to the National Roofing Industry Pension Fund.

- A. As of the effective date, the contributions to the Pacific Coast Roofers Pension Plan shall be as set forth in Exhibit A to this Addendum. (A minimum journeyman contribution of \$1.00 per hour for each hour worked in covered employment is required).
- B. As of the effective date, the contributions to the National Roofing Industry Pension Fund shall be as set forth in Exhibit B to this Addendum.
- C. The National Roofing Industry Pension Fund ("NRIPF") was created pursuant to the terms of that certain Agreement and Declaration of Trust dated January 1, 1966, as amended from time to time ("Agreement and Declaration of Trust"). The contributions provided for in Exhibit B to this Addendum shall be made to the NRIPF as follows:
  - 1. Each Individual Employer shall pay to the administrator of the Pacific Coast Roofers Pension Plan for NRIPF, the amount(s) specified in Exhibit B for each hour worked for which the Employer is obligated to pay contributions to the NRIPF for an employee covered by the Collective Bargaining Agreement. Such hourly contributions shall be payable at the same time and in the same manner provided for payment of contributions to the Pacific Coast Roofers Pension Plan, but in no event later than the last day of the month following the month in which the hours were worked.
  - 2. Each Individual Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust, and any amendments thereto, creating the NRIPF, except as herein modified or which is in conflict with this Addendum or the Collective Bargaining

Agreement, and ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees, except which is in conflict with this Addendum or the Collective Bargaining Agreement.

3. In the event an Individual Employer fails to pay the contributions required of said Employer or otherwise fails to comply with the terms of this Addendum or the rules and regulations adopted by the Trustees of the NRIPF, except as herein modified or which are in conflict with this Addendum or the Collective Bargaining Agreement, the Union, upon notice from said NRIPF, may forthwith withdraw employees from said Individual Employer or utilize other measures available to it until such breach is cured, without first resorting to arbitration. Such remedy shall be in addition to any other remedies available to the Union or the Trustees of the NRIPF.
4. The contributions required by this Addendum shall accrue with respect to hours worked by any person doing work within the jurisdiction of the Union for which contributions are required under the Collective Bargaining Agreement and this Addendum to the NRIPF, and said contributions shall accrue with respect to such hours whether performed within or outside the jurisdiction of the Union, except that when work is performed outside the Union's jurisdiction where another fringe benefit fund of a similar kind exists and the Individual Employer makes a contribution to that fund on behalf of an employee covered by the terms of the Collective Bargaining Agreement, the said Individual Employer shall not be required to make a contribution to the NRIPF.
5. With respect to both the NRIPF and the Pacific Coast Roofers Pension Plan, liquidated damages and interest in the amounts specified in the Pacific Coast Roofers Pension Trust Agreement shall automatically be due and payable on contributions due to either plan paid past the due date. In addition, the Individual Employer shall be liable for all costs and attorneys' fees incurred by the NRIPF and the Pacific Coast Roofers Pension Plan in collecting delinquent payments.
6. The Pacific Coast Roofers Pension Plan and NRIPF shall coordinate their audit activities on contributing employers and the sub-administrators to minimize duplicate audits of employers. However, both the Pacific Coast Roofers Pension Plan and NRIPF retain the right under their respective Trust Agreements to audit employers when they deem it to be necessary and appropriate.

**ASSOCIATED ROOFING CONTRACTORS  
OF THE BAY AREA COUNTIES, INC.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LOCAL NO. 95, UNITED UNION OF ROOFERS,  
WATERPROOFERS AND ALLIED WORKERS, AFL-CIO.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A TO  
COLLECTIVE BARGAINING AGREEMENT  
CONTRIBUTIONS TO PACIFIC COAST ROOFERS PENSION PLAN

From the effective date of the Addendum the contributions to the Pacific Coast Roofers Pension Plan shall be as follows:

Journeyman (Class Code 'J')..... \$2.60

Residential Concrete Tile Journeyman (Class Code 'JT').....\$2.60

Non-certified Journeyman (Class Code 'H')..... \$2.60

Apprentices indentured, assigned to or advancing between on or after August 1, 2006

Bracket

A-1..... -

A-2..... -

A-3..... \$0.85

A-4..... \$1.85

T-1..... -

T-2..... -

T-3..... \$0.50

T-4..... \$1.00

EXHIBIT B TO  
COLLECTIVE BARGAINING AGREEMENT  
CONTRIBUTIONS TO NATIONAL ROOFING INDUSTRY PENSION FUND

From the effective date of the Addendum the contributions to the National Roofing Industry Pension Fund shall be as follows:

Journeyman (Class Code 'J')..... \$0.50

Residential Concrete Tile Journeyman (Class Code 'JT').....\$0.25

Non-certified Journeyman (Class Code 'H')..... \$0.50

Apprentices indentured, assigned to or advancing between on or after August 1, 2006

Bracket

A-1..... \$0.10

A-2..... \$0.10

A-3..... \$0.10

A-4..... \$0.10

T-1..... \$0.10

T-2..... \$0.10

T-3..... \$0.10

T-4..... \$0.10

ADDENDUM #4

RESIDENTIAL CONCRETE TILE

Effective August 1, 2007 – July 31, 2008 the wage and benefit rates for all residential concrete tile within the jurisdiction of Local #95 on individual homes and residential buildings of four (4) or fewer units shall be as follows;

	Wage	Vac.	Dues Ck. off	Pension	H&W	L/M	JATC	Prom.	Total
Tile Journeyman All laying cutting, felting, battens, cementing or flashing of tile	<b>\$24.12</b>	3.40	.96	2.50	5.69	.40	.80	.25	\$38.12

RESIDENTIAL CONCRETE TILE APPRENTICES

		WAGE	VAC	DUES	PEN	H&W	L/M	JATC	Prom.	Total
T-1 1st 6 Months	45%	<b>\$10.76</b>	1.10	.96	.25	.00	0	.60	.25	13.92
T-2 2nd 6 Months	50%	<b>\$11.99</b>	1.10	.96	.25	5.69	0	.60	.25	20.84
T-3 3rd 6 Months	55%	<b>\$13.21</b>	1.10	.96	.75	5.69	.40	.80	.25	23.16
" 4th 6 Months	60%	<b>\$14.43</b>	1.10	.96	.75	5.69	.40	.80	.25	24.38
" 5th 6 Months	70%	<b>\$16.88</b>	1.10	.96	.75	5.69	.40	.80	.25	26.83
T-4 6th 6 Months	80%	<b>\$19.33</b>	1.10	.96	1.25	5.69	.40	.80	.25	29.78
" 7th 6 Months	90%	<b>\$21.78</b>	1.10	.96	1.25	5.69	.40	.80	.25	32.23

INDIVIDUAL EMPLOYER AGREEMENT

1. The undersigned Individual Employer, not represented by Associated Roofing Contractors of the Bay Area Counties, Inc., agrees to be bound by and comply with all of the terms and conditions of the Working Agreement between Local No. 95 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, and the Associated Roofing Contractors of the Bay Area Counties, Inc., entered into effective the 1<sup>st</sup> of August, 2006, receipt of a copy of which is hereby acknowledged;
2. This Individual Employer Agreement is effective \_\_\_\_\_, \_\_\_\_\_;
3. The term hereof shall be from the effective date through July 31, 2011 and from year to year thereafter, unless timely notice is given as set forth in the Preface of the Agreement.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

WORKERS' COMPENSATION CARRIER: \_\_\_\_\_

POLCY NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

**INSTRUCTIONS:** Sign all 5 copies; One for Employer; One for the Local Union; One for the Association; One for Fringe Funds' Administrator; One for Pension Fund Administrator.









**STANDARD FORM OF  
UNION AGREEMENT**

AND

ADDENDA THERETO

BETWEEN

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 104**

AND

**BAY AREA ASSOCIATION OF SMACNA CHAPTERS**

EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2010



**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 104**

2610 CROW CANYON ROAD, SUITE 300  
SAN RAMON, CA 94583  
925.314.8600





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**WESTERN STATES COUNCIL OF  
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**BUILDING TRADES**  
**STANDARD FORM OF UNION AGREEMENT**  
**SHEET METAL, ROOFING, VENTILATING AND**  
**AIR CONDITIONING CONTRACTING DIVISIONS**  
**OF THE CONSTRUCTION INDUSTRY**

This Agreement (SFUA Form A-01-05), hereinafter, "SFUA," and applicable Addenda amending the July 1994 Agreement and subsequent modifications negotiated between the Sheet Metal Workers' International Association Local 104, hereinafter referred to as the "Union," and the Bay Area Association of SMACNA Chapters, and the applicable local chapters for Greater Oakland, Redwood Empire, San Francisco, San Mateo, and Santa Clara, for and on behalf of its members and individual signatory contractors, hereinafter referred to as "Employer," covers all work for Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, and Trinity Counties of California. The parties agree that the terms and conditions contained in this Agreement and applicable Addenda shall apply as the minimum conditions for all work performed hereunder, for and within this contract jurisdiction. All signatory contractors must comply with the terms and conditions applicable to all work performed in given geographical areas as will be noted by area and contained in braces { } below.

**ARTICLE I – SCOPE OF WORK**

SECTION 1. This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in but not limited to the: (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing, and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems, and air-handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and ductwork; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; (f) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

**ARTICLE II – SUBCONTRACTING**

SECTION 1. No Employer shall subcontract or assign any of the work described herein, which is to be performed at a jobsite, to any contractor, subcontractor or other person or party who fails to agree in writing to comply with the conditions of employment contained herein, including, without limitations, those relating to Union security, rates of pay and working conditions, hiring, and other matters covered hereby for the duration of the project.

SECTION 2. Subject to other applicable provisions of this Agreement, the Employer agrees that when subcontracting for prefabrication of materials covered herein, such prefabrication shall be subcontracted to fabricators who pay their employees engaged in such fabrication not less than the prevailing wage for comparable sheet metal fabrication, as established under provisions of this Agreement. (SEE ADDENDUM ONE, ITEM 40 – WORK PRESERVATION.)

**ARTICLE III – CLASSIFICATIONS OF WORKERS AND LETTERS OF ASSIGNMENT**

SECTION 1. The Employer agrees that none but Journeyperson, Apprentice, Pre-apprentice, and Classified Sheet Metal Workers shall be employed on any work described in Article I and further, for the purpose of proving jurisdiction, agrees to provide the Union with written evidence of assignment on the Employer's letterhead for certain specified items of work to be performed at a jobsite prior to commencement of work at the site. A list of such specific items, which may be revised from time to time, as agreed to by and between SMACNA and SMWIA, shall be provided to the Employer.

**ARTICLE IV – PROVIDING QUALIFIED WORKFORCE**

SECTION 1. The Union agrees to furnish upon request by the Employer duly qualified Journeyperson, Apprentice, Pre-apprentice, and Classified Sheet Metal Workers in sufficient numbers as may be necessary to properly execute work contracted for by the Employer in the manner and under the conditions specified in this Agreement.

**ARTICLE V – UNION SECURITY**

SECTION 1. The Employer agrees to require membership in the Union, as a condition of continued employment

of all employees performing any of the work specified in Article I of this Agreement, within eight (8) days following the beginning of such employment or the effective date of this Agreement, whichever is the later, provided the Employer has reasonable grounds for believing that membership is available to such employees on the same terms and conditions generally applicable to other members and that membership is not denied or terminated for reasons other than the failure of the employee to tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership.

SECTION 2. If during the term of this Agreement, the Labor-Management Relations Act of 1947 shall be amended by Congress in such manner as to reduce the time within which an employee may be required to acquire union membership, such reduced time limit shall become immediately effective instead of and without regard to the time limit specified in Section 1 of this Article.

SECTION 3. The provisions of this Article shall be deemed to be of no force and effect in any state to the extent to which the making or enforcement of such provision is contrary to law. In any state where the making and enforcement of such provision is lawful only after compliance with certain conditions precedent, this Article shall be deemed to take effect as to involved employees immediately upon compliance with such conditions.

SECTION 4. The Employer agrees to deduct Union dues, assessment or service fees (excluding fines and initiation fees) from each week's pay of those employees who have authorized such deductions in writing, irrespective of whether they are Union members. (See Addendum One, Item 4.)

**ARTICLE VI – HOURS, HOLIDAYS, OVERTIME, AND SHIFT WORK -  
(SEE ADDENDA ONE AND TWO.)**

**ARTICLE VII – TRAVEL, MILEAGE, AND SUBSISTENCE - (SEE ADDENDUM ONE, ITEM 11.)**

**ARTICLE VIII**

SECTION 1. **WAGES** - The minimum rate of wages for employees covered by this Agreement when employed in a shop or on a job within the jurisdiction of the Union to perform any work specified in Article I of this Agreement shall be (see Addenda One and Two) per hour, except as specified hereinafter in Section 2 of this Article.

**WAGE EQUALIZATION**

SECTION 2. On all work specified in Article I of this Agreement, fabricated and/or assembled by Journeypersons, Apprentices, Pre-apprentices, and/or Classified Sheet Metal Workers within the jurisdiction of this Union or elsewhere, for erection and/or installation within the jurisdiction of any other collective bargaining areas or local union affiliated with Sheet Metal Workers' International Association, whose established wage scale is higher than the wage scale specified in this Agreement, the higher wage scale of the jobsite union shall be paid to the employees employed on such work in the home shop or sent to the jobsite.

SECTION 3. The provisions of Section 2 of this Article, Section 2 of Article II, and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

- |  |                                      |
|--|--------------------------------------|
| 1. Ventilators   | 7. Plastic skylights                 |
| 2. Louvers   | 8. Air diffusers, grilles, registers |
| 3. Automatic and fire dampers  | 9. Sound attenuators                 |
| 4. Radiator and air conditioning unit enclosures   | 10. Chutes                           |
| 5. Fabricated pipe and fittings for residential installations as defined in the locality | 11. Double-wall panel plenums        |
| 6. Mixing (attenuation) boxes  | 12. Angle rings                      |

SECTION 4. The provisions of Section 2 of this Article shall not be applicable to air pollution control systems fabricated for the purpose of removing air pollutants, excluding air conditioning, heating, and ventilating systems. In addition, the provisions of Section 2 of this Article will not be applicable to the manufacture of spiral pipe and fittings, except when such a provision is contained in the Local Union Agreement or Addendum to the SFUA. (See Addendum One, Items 21 & 40.)



**SECTION 5.** Except as provided in Sections 2 and 6 of this Article, the Employer agrees that Journeyman, Pre-apprentice and Classified Sheet Metal Workers hired outside the territorial jurisdiction of this Agreement shall receive the wage scale and working conditions of the local agreement covering the territory in which such work is performed or supervised.

**SECTION 6. TWO-PERSON RULE** - When the Employer has any work specified in Article I of this Agreement to be performed outside of the area covered by this Agreement and within the area covered by another Agreement with another local union affiliated with the Sheet Metal Workers' International Association, and qualified sheet metal workers are available in such area, the Employer may send no more than two (2) sheet metal workers per job into such area to perform any work which the Employer deems necessary, both of whom shall be from the Employer's home jurisdiction. All additional sheet metal workers shall come from the area in which the work is to be performed. Journeyman sheet metal workers covered by this Agreement who are sent outside of the area covered by this Agreement shall be paid at least the established minimum wage scale specified in Section 1 of this Article, but in no case less than the established wage scale of the local Agreement covering the territory in which such work is performed or supervised, plus all necessary transportation, travel time, board, and expenses while employed in that area, and the Employer shall be otherwise governed by the established working conditions of the local Agreement. If employees are sent into an area where there is no local Agreement of the Sheet Metal Workers' International Association covering the area, then the minimum conditions of the home local union shall apply.

**SECTION 7. DEFINITION OF WAGE SCALE** - In applying the provisions of Sections 2, 5, and 6 of this Article VIII, the term "wage scale" shall include the value of all applicable hourly contractual benefits in addition to the hourly wage rate provided in said Sections.

**SECTION 8. TRUST FUND RECIPROCITY** - Welfare benefit contributions shall not be duplicated.

When sheet metal workers are employed temporarily outside the jurisdiction of their home local union, the parties signatory to this Agreement agree to arrange through the Health and Welfare Trust Fund to transmit health and welfare contributions made on behalf of the employee to the Health and Welfare Trust Fund in the employee's home local union.

The parties to this Agreement agree to establish a system for continuing health and welfare coverage for employees working temporarily outside the jurisdiction of the local collective bargaining agreement when health and welfare contributions are transmitted on their behalf by trust funds from other areas.

When sheet metal workers are temporarily employed outside the jurisdiction of their home local union, the parties signatory to this Agreement shall arrange to transmit any 401(k) contributions required to be made to a 401(k) plan where the work is performed to a 401(k) plan established for the employee's home local union, and/or to the National Supplemental Savings Fund. This obligation is conditioned upon a suitable reciprocity arrangement being agreed to by the trustees of such plans.

**SECTION 9. PAY PERIOD** - (SEE ADDENDUM ONE, ITEM 1, SECTION B.)

**SECTION 10. SHOW-UP PAY** - Journeyman, Apprentice, Pre-apprentice, and Classified Sheet Metal Workers who report for work by direction of the Employer, and are not placed to work, shall be entitled to two (2) hours' pay at the established rate. This provision, however, shall not apply under conditions over which the Employer has no control.

**SECTION 11. JOURNEYMAN REQUIREMENT** - Each Employer covered by this Agreement shall employ at least one (1) Journeyman sheet metal worker who is not a member of the firm, on all work specified in Article I of this Agreement. However, it will be permissible for an owner/member to be the Journeyman sheet metal worker.

**SECTION 12(a). IFUS CONTRIBUTIONS** - Contributions provided for in Section 12(b) of this Article will be used to promote programs of industry education, training, negotiation, and administration of collective bargaining agreements, research, and promotion; such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of Employers, stabilize and improve Employer Union relations, and promote, support, and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose, except as expressly specified above.

(b) The Employer shall pay the Sheet Metal and Air Conditioning Contractors' National Industry Fund of the United States (IFUS) seven cents (\$0.07) per hour for each hour worked on and after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made on or before the twentieth (20th) day of the succeeding month and shall be remitted to IFUS (4201 Lafayette Center Drive, Chantilly, Virginia, 20151.1209) or for the purpose of transmittal, through Local Union No. 104 Trust Fund Administrator.

(c) The IFUS shall submit to the Sheet Metal Workers' International Association not less often than semi-annually, written reports describing accurately and in reasonable detail, the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One (1) time per year, the IFUS shall include in such written report a financial statement attested to by a certified public accountant containing its balance sheet and detailed statement of annual receipts and disbursements. Further specific detailed information in regard to IFUS activities or its receipts and/or expenditures shall be furnished to the Sheet Metal Workers' International Association upon written request.

(d) Grievances concerning use of IFUS funds for purposes prohibited under Section 12(a) or for violations of other subsections of this Section, may be processed by the Sheet Metal Workers' International Association directly to the National Joint Adjustment Board, hereinafter "NJAB," under the provisions of Article X of this Agreement. In the event such proceeding results in a deadlock, either party may, upon ten (10) days' notice to the other party, submit the issue to final and binding arbitration. The arbitrator shall be selected by the Co-chairs of the NJAB. The arbitrator shall be authorized to impose any remedial order he/she deems appropriate for violation of this Section, including termination of the Employer's obligation to contribute to the IFUS. The authority of the arbitrator is expressly limited to a determination of a deadlocked issue under this Section (Article VIII, Section 12) and no other.

**SECTION 13(a). LOCAL IPF CONTRIBUTIONS** - Contributions provided for in Section 13(b) of this Article will be used to promote programs of industry education, training, negotiation, and administration of collective bargaining agreements, research, and promotion; such programs serving to expand the market for the services of the sheet metal industry, improve the technical and business skills of Employers, stabilize and improve Employer-Union relations and promote, support, and improve the employment opportunities for employees. No part of any such payments, however, shall be used for any other purpose, except as expressly specified above.

(b) The Employer shall pay to the Bay Area Industry Promotion Fund, hereinafter referred to as the Local Industry Fund, sixty-five cents (\$0.65) per hour for each hour worked on or after the effective date of this Agreement by each employee of the Employer covered by this Agreement. Payment shall be made monthly on or before the twentieth (20th) day of the succeeding month.

(c) The Local Industry Fund shall furnish to the Business Manager of the Union, not less often than semi-annually, written reports describing in reasonable detail the nature of activities in which it is engaged or which it supports directly or indirectly with any of its funds. One (1) time per year the Local Industry Fund shall include in such written report, a statement attested to by a certified public accountant and containing its balance sheet and detailed statement of receipts and disbursements. Further specific detailed information in regard to Local Industry Fund activities or its receipts and/or disbursements shall be furnished to the Business Manager of the Union upon his/her written request.

(d) Grievances concerning use of Local Industry Fund monies to which an Employer shall contribute for purposes prohibited under Section 13(a) or for violations of other subsections of this Section shall be handled under the provisions of Article X of this Agreement. The NJAB shall be authorized to impose any remedial order for violation of this Section, including termination of the Employer's obligation to contribute to the Local Industry Fund.

**SECTION 14. RECOGNITION OF IFUS AND IPF CONTRIBUTIONS** - The Union and Employer recognize that the contributions provided in Sections 12(b) and 13(b) of this Article support activities that benefit the entire sheet metal industry. It is essential that the Employer support these activities, even though it may be performing sheet metal work under the provisions of a separate project agreement or maintenance agreement. Therefore, hours worked for purposes of determining the contributions required under Sections 12(b) and 13(b) of this Article shall include all hours worked by each employee of the Employer under any project agreement or maintenance agreement, unless specifically excluded by the terms of a written addendum that is negotiated by the Contractors' Association and the Local Union that are parties to this Agreement.

**SECTION 15. ITI, NEMIC, AND SMOHIT CONTRIBUTIONS** - Effective as of the date of this Agreement, the Employers will contribute to the International Training Institute for the Sheet Metal and Air Conditioning Industry (ITI) twelve cents (\$0.12) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the twentieth (20<sup>th</sup>) day of the succeeding month and shall be remitted as designated by the Trustees of the ITI or for purposes of collection and transmittal, through Local Union No. 104 Trust Fund Administrator.

Effective as of the date of this Agreement the Employers will contribute to the National Energy Management Institute Committee (NEMIC), a jointly administered trust fund, three cents (\$0.03) per hour for each hour worked by each employee of the Employer covered by this Agreement. Payment shall be made on or before the twentieth (20<sup>th</sup>) day of the succeeding month and shall be remitted as designated by the Trustees of the NEMIC or for the purposes of collection and transmittal, through the Local Union No. 104 Trust Fund Administrator.

Effective as of the date of this Agreement the Employers will contribute to the Sheet Metal Occupational Health Institute Trust (Institute) two cents (\$0.02) per hour for each hour worked by each employee of the Employer covered by this Agreement until the Institute Trustees determine that the Trust is financially self-sufficient. Payment shall be made on or before the twentieth (20<sup>th</sup>) day of the succeeding month and shall be remitted as designated by the Trustees of the Institute or for purposes of collection and transmittal, through the Local Union No. 104 Trust Fund Administrator.

The parties agree to be bound by the separate Agreements and Declarations of Trusts establishing the International Training Institute for the Sheet Metal and Air Conditioning Industry, the National Energy Management Institute Committee, the Sheet Metal Occupational Health Institute Trust, and the Industry Fund of the United States and the separate Agreements and Declarations of Trusts of all other local or national programs to which it has been agreed that contributions will be made. In addition, the parties agree to be bound by any amendments upon proper notification to said trust agreements as may be made from time to time and hereby designate as their representatives on the Board of Trustees such trustees as are named together with any successors who may be appointed pursuant to said agreements.

The parties authorize the Trustees of all National Funds to cooperatively establish uniform collection procedures to provide for efficient and effective operation of the various national trusts.

**SECTION 16. DELINQUENT FUND CONTRIBUTIONS** - (SEE ADDENDUM ONE, ITEM 5.)

**SECTION 17(a). BONDING** - The Employer shall comply with any bonding provisions governing local funds that may be negotiated by the local parties and set forth as a written addendum to this Agreement. The Employer shall likewise comply with bonding requirements established by the Trustees of the National Funds. (See Addendum One, Item 5, Section D.)

(b) When an Employer is performing any work specified in Article I of this Agreement outside of the area covered by this Agreement, and within the area covered by another Agreement with a local union affiliated with the Sheet Metal Workers' International Association, the Employer shall comply with uniformly applied bonding requirements of that local area that are reasonable and necessary to ensure the timely payment of any contribution that may be required to Local and National Funds, but in no event shall such bonds be in excess of three (3) months estimated contributions to Local and National Funds.

(c) An Employer that has been delinquent in making contributions to any national or local fund shall, upon written notification of the trustees or Local Union, make the specified payment to such fund at weekly intervals. Such obligation shall continue until the Employer has not been delinquent in making contributions for a period of twelve (12) consecutive months.

## **ARTICLE IX – TOOLS AND TRANSPORTATION**

**SECTION 1.** Journeyperson, Apprentice, Pre-apprentice, and Classified Sheet Metal Workers covered by this Agreement shall provide for themselves all necessary hand tools. The Union and the Employer shall establish a standardized tool list. (See Addendum One, Item 18.)

SECTION 2. Journeyperson, Apprentice, Pre-apprentice, and Classified Sheet Metal Workers covered by this Agreement shall not be permitted or required as a condition of employment to furnish the use of automobile or other conveyance to transport men, tools, equipment or materials from shop to job, from job to job or from job to shop; facilities for such transportation to be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop or job at starting time or from shop or job to home at quitting time.

However, all employees shall be permitted to carry one company-supplied battery drill/screw gun and accessories thereto, from job to job, provided that the battery drill/screw gun is permanently marked as property of the company.

## **ARTICLE X – GRIEVANCE PROCEDURE**

The Union and the Employer, whether party to this Agreement independently or as a member of a multiemployer bargaining unit, agree to utilize and be bound by this Article.

SECTION 1. Grievances of the Employer or the Union, arising out of interpretation or enforcement of this Agreement, shall be settled between the Employer directly involved and the duly authorized representative of the Union, if possible. Both parties may participate in conferences through representatives of their choice. The local Employers' association or the Local Union, on its own initiative, may submit grievances for determination by the Board as provided in this Section. The grievance procedure set forth in this Article applies only to Labor-Management disputes.

To be valid, grievances must be raised within thirty (30) calendar days following the occurrence giving rise to the grievance or, if the occurrence was not ascertainable, within thirty (30) calendar days of the first knowledge of the facts giving rise to the grievance.

SECTION 2. Grievances not settled as provided in Section 1 of this Article may be appealed by either party to the Local Joint Adjustment Board, hereinafter "LJAB," where the work was performed or in the jurisdiction of the Employer's home local and such Board shall meet promptly on a date mutually agreeable to the members of the Board, but in no case more than fourteen (14) calendar days following the request for its services, unless the time is extended by mutual agreement of the parties or LJAB. The Board shall consist of representatives of the Union and of the local Employers' association and both sides shall cast an equal number of votes at each meeting. Except in the case of a deadlock, a decision of the LJAB shall be final and binding.

Notice of appeal to the LJAB shall be given within thirty (30) days after termination of the procedures prescribed in Section 1 of this Article, unless the time is extended by a mutual agreement of the parties.

SECTION 3. Grievances not disposed of under the procedure prescribed in Section 2 of this Article because of a deadlock or failure of such Board to act, may be appealed jointly or by either party, to a Panel consisting of one (1) representative appointed by the Labor Co-chair of the NJAB and one (1) representative appointed by the Management Co-chair of the NJAB. Appeals shall be mailed to the NJAB. \*Notice of appeal to the Panel shall be given within thirty (30) days after termination of the procedures prescribed in Section 2 of this Article. Such Panel shall meet promptly but in no event more than fourteen (14) calendar days following receipt of such appeal, unless such time is extended by mutual agreement of the Panel members. Except in case of deadlock, the decision of the Panel shall be final and binding.

In establishing the grievance procedure of the SFUA, it was the intent of Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc., to establish a method for resolving grievances permitting appeals for out-of-area Employers from the grievance arbitration procedures established for the territory in which work is performed. An Employer who was not a party to the Labor Agreement of the area in which the work in dispute is performed may appeal the decision of the LJAB from that area, including a unanimous decision, as well as a decision of any alternative arbitration tribunal established for that area, and request a Panel hearing as set forth in Section 3 of this Article, providing such appeal is approved by the Co-chairs of the NJAB. Such a right of appeal shall exist despite any contractual provision in the agreement covering the area in which the work is performed.

For the purposes of this Section, an Employer who is party to the Labor Agreement of the area in which the work in dispute is performed, but has no permanent shop within the area served by the LJAB that rendered the

unanimous decision may also be entitled to appeal a deadlocked or unanimous LJAB decision and request a Panel hearing.

SECTION 4. Grievances not settled as provided in Section 3 of this Article may be appealed jointly or by either party, to the NJAB. Submissions shall be made and decisions rendered under such procedures as may be prescribed by such Board. Appeals to the NJAB shall be submitted within thirty (30) days after termination of the procedures described in Section 3 of this Article. The Procedural Rules of the NJAB are incorporated in this Agreement as though set out in their entirety. (\*Copies of the procedures may be obtained from the NJAB.)

SECTION 5. An LJAB, Panel, and the NJAB are empowered to render such decisions and grant such relief to either party as they deem necessary and proper, including awards of damages or other compensation.

SECTION 6. In the event of non-compliance within thirty (30) calendar days following the mailing of a decision of an LJAB, Panel or the NJAB, a local party may enforce the award by any means, including proceedings in a court of competent jurisdiction in accord with applicable state and federal law. If the party seeking to enforce the award prevails in litigation, such party shall be entitled to its costs and attorney's fees in addition to such other relief as is directed by the courts. Any party that unsuccessfully challenges the validity of an award in a legal proceeding shall also be liable for the costs and attorney's fees of the opposing parties in the legal proceedings.

**\*All correspondence to the National Joint Adjustment Board  
shall be sent to the following address:  
National Joint Adjustment Board, P.O. Box 220956, Chantilly, VA 20153.0956  
or 4201 Lafayette Center Drive, Chantilly, VA 20151.1209**

SECTION 7. Failure to exercise the right of appeal at any step thereof, within the time limit provided therefore, shall void any right of appeal applicable to the facts and remedies of the grievances involved. There shall be no cessation of work by strike or lockout during the pendency of the procedures provided for in this Article. Except in case of deadlock, the decision of the NJAB shall be final and binding.

SECTION 8. In addition to the settlement of grievances arising out of interpretation or enforcement of this Agreement as set forth in the preceding sections of this Article, any controversy or dispute arising out of the failure of the parties to negotiate a renewal of this Agreement shall be settled as hereinafter provided:

(a) Should the negotiations for a renewal of this Agreement or negotiations regarding a wage/fringe reopener become deadlocked in the opinion of the Union representative(s) or of the Employer(s)' representative(s) or both, notice to that effect shall be given to the NJAB.

If the Co-chairs of the NJAB believe the dispute might be adjusted without going to final hearing before the NJAB, each will then designate a Panel representative who shall proceed to the locale where the dispute exists, as soon as convenient, and attempt to conciliate the differences between the parties and bring about a mutually acceptable agreement. If such Panel representatives or either of them, conclude that they cannot resolve the dispute, the parties thereto and the Co-chairs of the NJAB shall be promptly so notified without recommendation from the Panel representatives. Should the Co-chairs of the NJAB fail or decline to appoint a Panel member or should notice of failure of the Panel representatives to resolve the dispute be given, the parties shall promptly be notified so that either party may submit the dispute to the NJAB.

In addition to the mediation procedure set forth above or as an alternate thereto, the Co-chairs of the NJAB may each designate a member to serve as a subcommittee and hear the dispute in the local area. Such subcommittees shall function as arbitrators and are authorized to resolve all or part of the issues. They are not, however, authorized to deadlock; and the matter shall be heard by the NJAB in the event a subcommittee is unable to direct an entire resolution of the dispute.

The dispute shall be submitted to the NJAB pursuant to the rules as established and modified from time to time by the NJAB. The unanimous decision of said Board shall be final and binding upon the parties, reduced to writing, signed, and mailed to the parties as soon as possible after the decision has been reached. There shall be no cessation of work by strike or lockout, unless and until said Board fails to reach a unanimous decision and the parties have received written notification of its failure.

(b) Any application to the NJAB shall be upon forms prepared for that purpose, subject to any changes which may be decided by the Board from time to time. The representatives of the parties who appear at the hearing will be given the opportunity to present oral argument and to answer any questions raised by members of the Board. Any briefs filed by either party, including copies of pertinent exhibits, shall also be exchanged between the parties and filed with the NJAB at least twenty-four (24) hours in advance of the hearing.

(c) The NJAB shall have the right to establish time limits which must be met with respect to each and every step or procedure contained in this Section. In addition, the Co-chairs of the NJAB shall have the right to designate time limits which will be applicable to any particular case and any step therein which may be communicated to the parties by mail, facsimile or telephone notification.

(d) Unless a different date is agreed upon mutually between the parties or is directed by the unanimous decision of the NJAB, all effective dates in the new Agreement shall be retroactive to the date immediately following the expiration date of the expiring Agreement.

**SECTION 9.** Employers not contributing to the Industry Fund of the United States (IFUS) will be assessed a fee to be determined periodically by the Administrator of the NJAB. Proceeds will be used to reimburse IFUS for costs of arbitration under the provisions of Article X.

**SECTION 10.** In addition to the settlement of disputes provided for in Sections 1 through 8 of this Article, either party may invoke the services of the NJAB to resolve disputes over the initial establishment of terms for specialty addenda, if the provisions of Article X have been adopted in their entirety and without modification.

Such a dispute may be submitted upon the request of either party any time that Local negotiations for such an agreement have been unsuccessful. Such a dispute shall be submitted to the NJAB pursuant to the rules as established and modified from time to time by said Board. The unanimous decision of said Board shall be final and binding upon the parties. There shall be no strike or lockout over such a dispute.

**SECTION 11.** In administering and conducting dispute resolution activities under the arbitration procedures of the SFUA, the NJAB, the Sheet Metal Workers' International Association, the Sheet Metal and Air Conditioning Contractors' National Association, Inc., and their representatives are functioning as arbitrators and not as the representative of any entity that is party to such dispute. Therefore, they shall enjoy all of the rights, privileges, and immunities afforded to arbitrators under applicable law.

**ARTICLE XI – JOINT APPRENTICESHIP – (SEE ADDENDUM ONE, ITEM 24.)**

**ARTICLE XII – PRE-APPRENTICE – (SEE ADDENDUM ONE, ITEM 25.)**

**ARTICLE XIII – CLASSIFIED WORKERS – (SEE ADDENDA ONE AND TWO.)**

**ARTICLE XIV – LABOR-MANAGEMENT COMMITTEES**

**SECTION 1.** SMACNA and the SMWIA are committed to promoting productive and cooperative Labor-Management relations. In furtherance of this goal, the local Employers' association and Local Union agree to establish a Labor-Management Committee which shall meet on a regular basis, but not less often than quarterly, to discuss industry issues of mutual concern. Such committees will strive to improve communications, understand and respond to industry direction and trends and resolve common issues collaboratively.

**ARTICLE XV – NON-DISCRIMINATION**

**SECTION 1.** In applying the terms of this Agreement, and in fulfilling their obligations thereunder, neither the Employer nor the Union will discriminate in any manner prohibited by law.

**ARTICLE XVI – SIGNING OF AGREEMENT**

**SECTION 1.** This Agreement and Addenda Numbers One and Two attached hereto shall become effective on the first (1st) day of July, 2006, and remain in full force and effect until the thirtieth (30th) day of June, 2010, and shall continue in force from year to year thereafter, unless written notice of reopening is given not less than ninety (90) days prior to the expiration date. In the event such notice of reopening is served, this Agreement shall continue in force and effect until conferences relating thereto have been terminated by either party by

written notice, provided however, that if this Agreement contains Article X, Section 8, it shall continue in full force and effect until modified by order of the NJAB or until the procedures under Article X, Section 8 have been otherwise completed.

SECTION 2. If, pursuant to federal or state law, any provision of this Agreement shall be found by a court of competent jurisdiction to be void or unenforceable, all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

SECTION 3. Notwithstanding any other provision of this Article or any other Article of this Agreement, whenever an amendment to the SFUA shall be adopted by the sponsoring national associations, any party to this Agreement, upon the service of notice to all other parties hereto, shall have this Agreement reopened thirty (30) days thereafter, for the sole and only purpose of attempting to negotiate such amendment or amendments into this Agreement for the duration of the term hereof. There shall be no strike or lockout over this issue.

SECTION 4. The Sheet Metal Workers' International Association Local Union 104 and all applicable area SMACNA Chapters and Bay Area Association of SMACNA Chapters are hereby designated as the respective Labor and Management collective bargaining agents for all persons and firms bound by this Agreement or those contracting or performing work covered by this Agreement and Addenda, for renegotiations, amendments, renewal, deletion, modification, extension, or any other changes as may be agreed upon by them. Each Employer signatory to or performing work as described in Article I within the territorial jurisdiction of said Agreement, hereby agrees to be bound by any such renegotiations, modifications, amendments, changes, extensions, or renewals on the same effective date as agreed upon between said Association and Local 104. Should any changes be made during the life of this Agreement, as above provided, they shall be available, within a reasonable time, to all parties upon request. Notices of changes will be sent to all parties who request same and also furnish addresses. Each Employer hereby waives any right it may have to repudiate this Agreement during the term of this Agreement or during the term of any extension, modification, or amendment to this Agreement.

SECTION 5. By execution of this Agreement the Employer authorizes Bay Area Association of SMACNA Chapters to act as its collective bargaining representative for all matters relating to this Agreement. The parties agree that the Employer will hereafter be a member of the multiemployer bargaining unit represented by said Association unless this authorization is withdrawn by written notice to the Association and the Union at least one hundred-fifty (150) days prior to the then current expiration date of this Agreement.

In witness whereof, the parties hereto affix their signatures and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Month Year

The SFUA is a recommended contract form that is revised from time to time by the Sheet Metal Workers' International Association and the Sheet Metal and Air Conditioning Contractors' National Association, Inc. In establishing such a recommended contract form, neither the Sheet Metal Workers' International Association nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., has acted as the bargaining representative of any entity that may adopt all or part of the language of the SFUA. Furthermore, neither the Sheet Metal Workers' International Association nor the Sheet Metal and Air Conditioning Contractors' National Association, Inc., shall be deemed to be a party to any such collective bargaining agreement including such language.

BAY AREA ASSOCIATION OF  
SMACNA CHAPTERS

SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION  
LOCAL UNION NO. 104



BY \_\_\_\_\_  
SIGNATURE OF OFFICER OR REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

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PRINT

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TITLE

**BUSINESS MANAGER/PRESIDENT**  
\_\_\_\_\_  
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DATE

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CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR LICENSE NUMBER

\_\_\_\_\_



**ADDENDUM NUMBER ONE  
TO THE  
STANDARD FORM OF UNION AGREEMENT**

firms signatory hereto are bound to the Standard Form of Union Agreement, A-1-05, hereinafter "SFUA." This Addendum modifies and/or amends those terms or conditions of the SFUA when firms signatory hereto perform work described by this Addendum. Any contract items not specifically addressed/defined in this Addendum shall remain governed by the terms of the SFUA. The amendments to the applicable SFUA and Addendum Number One, excluding wage/fringe increases effective July 1, 2006, shall become effective for work with purchase orders dated after June 30, 2006.

**ITEM 1. WAGE AND FRINGE SCHEDULE**

SECTION A. The following wage/fringe increases shall be allocated as determined by the Local Union No. 104 members working under the terms and provisions of this Agreement. Such allocations shall be made to wages or to existing fringes or to any new funds as may be mutually agreed to by the parties.

**HOURLY WAGE INCREASE**

	<u>7.1.06</u>	<u>1.1.07</u>	<u>7.1.07</u>	<u>7.1.08</u>	<u>7.1.09</u>
Building Trades Journeyman:	\$3.00	\$2.00	\$4.00	\$5.00	Wage Reopener
Material Expediter:	\$1.75	-0-	\$1.75	\$1.75	Wage Reopener

The Apprentice gross taxable wage shall be the following percentage of the Class II Building Trades Journeyman gross taxable wage, provided that no Apprentice shall have his/her percentage reduced:

<u>Bracket</u>	<u>7.1.06</u>	<u>7.1.07</u>		<u>Bracket</u>	<u>7.1.06</u>	<u>7.1.07</u>
1st	35%	40%	⋮	6th	60%	60%
2nd	40%	40%	⋮	7th	65%	65%
3rd	45%	45%	⋮	8th	70%	70%
4th	50%	50%	⋮	9th	75%	75%
5th	55%	55%	⋮	10th	80%	80%

The contributions for Apprentices to the Funds are made on the following percentages of the Building Trades Journeyman contribution.

Northern California Pension – 20.7%	National Pension – 58.0%
Local Supplemental Pension – 33.3%	

Health Care (Schedule I), Local Training, Scholarship Fund, NEMIC, SMOHIT, and Industry Promotion Fund shall be one hundred percent (100%). Pre-apprentice gross taxable rate of pay shall be thirty percent (30%) of the Class II Building Trades Journeyman gross taxable hourly wage rate. Payments to Health Care (Schedule II), Vacation-Holiday, Dues Check-off, Training, and Industry Funds will be in accordance with the Agreements between the parties and the applicable Trusts at the rates shown on the Wage and Fringe Schedule.

SECTION B. **PAY PERIOD** - Wages at the established rates specified herein shall be paid weekly, in the shop or on the job, at or before quitting time, no later than Friday or as mutually agreed. The employee may elect electronic deposit or mail to the last known address. The weekly paycheck will be electronically deposited within three (3) days or received by mail/or delivered within four (4) days of the end of the payroll period. If the employee receives their pay by noon the day after the due date, the employee shall receive two (2) hours gross taxable pay and thereafter, eight (8) hours gross taxable pay per day, until the employee is paid in full. However, employees, when discharged, shall be paid in full.

SECTION C. Bargaining unit employees hereunder shall include owner/members. Owner/members are proprietors, partners or corporate owners or officers or anyone participating in the management of the Employer, but who also perform work pursuant to this Agreement and who have applied for and been granted owner/member status by the Union. Owner/members shall pay all fringe contributions and dues on all actual hours worked with the tools, pursuant

to this Agreement, the actual hours worked under the Collective Bargaining Agreement or the minimum contribution hours set from time to time by the Trustees of the Funds stated in this Agreement, whichever is greater. Notice of changes in any minimum contributions required shall be mailed post-paid to the owner/member at least thirty (30) days in advance of the effective date of any such change. Any such notice shall be incorporated in this Agreement as if fully set out herein.

SECTION D. Wage/Fringe Schedules shall be attached hereto.

SECTION E. Employer contributions covering the Industry Promotion Funds are included in the above-attached wage and fringe rates.

SECTION F. **SUPPLEMENTAL PENSION** - Classifications of employees under this Agreement are based upon industry seniority under the Collective Bargaining Agreement and the attainment of advanced levels and experience and status within the trade. Applicable terms and conditions of this Agreement shall be applied in accordance with attained classification. Applications for classification designations shall be submitted to the Financial Secretary of the Union, and upon approval that the applicant has attained the requisite experience outlined below, the employee, by designation of classification, authorizes the Employer to deduct Supplemental Pension amounts from his/her wages up to the amount as identified in the attached Wage and Fringe Schedule listing each applicable classification.

Class I employees shall consist of all Apprentices and Material Expediters.

Class II employees shall consist of all employees who have completed their initial training or employees who have taken and passed a test administered by the Local JATC that would be equal to completing the training for their classification or if an employee were advanced to such classification, per the Agreement, by the Employer; and Material Expediters with more than five (5) years at the trade. Traveling Journeypersons shall be presumed to qualify for Class II status only, unless sufficient proof of the requisite experience for a higher classification is presented at the time of initial dispatch.

Class III employees shall consist of employees who have performed at least two (2) years at the trade beyond the Class II provision(s).

Class IV employees shall consist of employees who have performed at least five (5) years at the trade beyond the Class II provision(s).

Class V employees shall consist of employees who, within the twelve (12) months immediately preceding application for Class V status, have been regularly employed as a Foreperson or General Foreperson under an SMWIA Local 104 Collective Bargaining Agreement for at least six (6) months or who have performed at least ten (10) years' work at the trade beyond the Class II provision(s).

Each employee shall submit by mail to the Financial Secretary of the Local Union any classification change request postmarked no later than November 23 of each year. Upon approval by the Union, such classification shall be effective the following January 1. The Union shall notify the Employers of the approved classification of each employee on or before December 10. Any Employer not so advised shall, effective January 1 of the following year, contribute for such employees at their current classification and such classification shall continue through December 31. Classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Union and approved by the Bay Area Association of SMACNA Chapters. Upon notification by the Union to the Employer of an approved classification change, the Employer shall pay wages and fringe contributions at the approved classification level unless and until notified by the Union of a classification change. In no event, however, shall a classification change be implemented except by proper notification from the Union, and no more than one (1) classification change may be effected during any calendar year, and shall be effective as of January 1, provided the Employer receives notice of such change on or before the immediately preceding December 10.

## **ITEM 2. FOREPERSON AND GENERAL FOREPERSON**

SECTION A. Forepersons shall receive a minimum of fifteen percent (15%) above the Class II Journeyperson gross taxable hourly rate of pay. General Forepersons shall receive a minimum of twenty percent (20%) above the Class II Journeyperson gross taxable hourly rate of pay.

SECTION B. Employees working under the provisions of this Agreement shall not accept direction or instruction from or recognize the authority of anyone other than the Employer, his/her designated representative or a Journeyman sheet metal worker who is designated and paid as a Foreperson or General Foreperson.

SECTION C. On jobs of four (4) or less than eleven (11) persons, one (1) person shall be appointed Foreperson. On jobs of eleven (11) persons and over, one (1) person shall be appointed Foreperson for each ten (10) persons or fraction thereof.

SECTION D. Any Journeyman responsible for the directing of other Journeymen shall be paid as Foreperson regardless of the number of Journeymen for jobs of three (3) days duration or over. If orders are to be given to the Journeymen by anyone other than the owner of the shop or his/her authorized representative, they shall be transmitted to the Foreperson and he/she shall direct the Journeymen in carrying out the order.

SECTION E. A Journeyman sheet metal worker in charge of two (2) or more Forepersons shall be a General Foreperson and shall receive no less than the wage schedule shown.

### ITEM 3. VACATION-HOLIDAY-SAVINGS PLAN

**ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL BE GRANTED A YEARLY TWO-WEEK PAID VACATION AND DESIGNATED PAID HOLIDAYS THROUGH AN ACCUMULATED SAVINGS ACCOUNT PLAN SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

SECTION A. In order that taxes will be paid each week, the gross taxable wages shall include the Vacation-Holiday-Savings in the amount shown in the aforementioned Wage/Fringe Schedules in Item 1 of this Addendum One. After normal tax deductions are made from the weekly gross wages, the Employer shall withhold the full amount (minimum rates shown in the aforementioned Agreements) of Vacation-Holiday-Savings in trust, up to and including the last pay period of the month, and shall then deposit said savings with a designated institution as provided in the Deposit Agreement. The weekly check stub shall indicate the amount of savings withheld. Upon receipt of these monies (timely and accurate negotiable check or cash) and the properly completed report form by the Trust, the Employer shall have no further responsibility for same. The designated institution shall maintain an individual account for each employee and said employee may withdraw his/her funds upon identification verification.

SECTION B. It is understood and agreed that these monies are allocated as part of wages received each week, and withholdings are made in the form of a Vacation-Holiday-Savings for the exclusive benefit of the employee. Payment of these savings to the employee, upon termination of employment, shall in no way interfere with his/her right to draw unemployment benefits from any state or seek employment immediately, as outlined in the Hiring Hall facilities.

SECTION C. Vacation time shall be taken at a time mutually agreeable to the Employer and the employee.

### ITEM 4. HOURLY FRINGE CONTRIBUTIONS

The Bay Area Association shall appoint all Employer trustees to the Local 104 Fringe Benefit Funds that heretofore were appointed by the affiliated SMACNA Chapters.

SECTION A. **UNION DUES CHECK-OFF FUND** - In order that taxes will be paid each week, the gross taxable wages shall include the Union Dues Check-off monies in the amount shown in the Wage and Fringe Schedules. After normal tax deductions are made from the weekly gross taxable wages, each Employer agrees to withhold the full amount in trust, up to and including the last pay period of the month, and shall then deposit said check-off monies with a bank or other party, as provided in Item 4 herein, in such manner and on such report form as mutually agreed by the signatory parties to this Agreement. The weekly check stub shall indicate the amount withheld. Upon receipt of these monies (timely and accurate negotiable check or cash), and report by the bank, the Employer shall have no further responsibility for same. Each employee, in conformance with the Labor-Management Relations Act of 1947, as amended, shall give the Employer or have on file with Local 104, written authorization for such deduction. Said payment shall be made to the Administrator through such bank or other party at such place, in such manner and on such report form as mutually agreed by the signatory parties to this Agreement. Dues to be checked-off pursuant to this Section shall include all Union Dues Check-off obligations.

SECTION B. Each Employer shall contribute to the Administrator/Trustees the sums designated for each hour worked by each employee covered by this Agreement, including overtime, to the following Funds, per the Wage and Fringe Schedules, Summary Plan Descriptions, and Plan documents:

1. SMW 104 Union Dues Check-off
2. SMW 104 Vacation
3. SMW Local 104 Health Care Plan
4. SMW Northern California Pension Plan
5. SMW National Pension Plan
6. SMW Local 104 Supplemental Pension Fund
7. SMW Local 104 and Bay Area Industry Training Fund
8. International Training Institute
9. National Energy Management Institute Committee
10. Sheet Metal Occupational Health Institute Trust
11. SMACNA Industry Fund
12. Any other funds mutually agreed to by the parties

Said payment shall be made to the Administrator/Trustees through such bank or other party at such place, in such manner and on such report forms as mutually agreed by the parties to these Agreements. These Plans shall be administered as provided in the established Trust Agreements.

The parties agree that to comply with Internal Revenue Code Section 415 and applicable regulations issued thereunder, certain pension benefits that would otherwise be payable from the Sheet Metal Workers' Pension Plan of Northern California may be provided by the Excess Benefits Plan previously adopted by the Board of Trustees of the Sheet Metal Workers' Pension Plan of Northern California. The parties incorporate the terms of the Excess Benefits Plan as part of this Agreement.

**SECTION C. LOCAL 104 TRAINING FUND** - There shall be one central training fund for all areas with all training fund contributions directed into one fund.

1. The parties have established an Agreement and Declaration of Trust for the Sheet Metal Workers' Local 104 and Bay Area Industry Training Fund (the "Fund"). This Fund shall exist for the sole purpose of funding the Apprentice training program, and any programs established by the Trustees of the Fund for the training and upgrading of Journeypersons. The Fund shall be administered by a Joint Board of Trustees, in accordance with the provisions of the Taft-Hartley Act and all other applicable federal and state laws, composed of any equal number as the committee may deem necessary, representing the Union (Labor) and the Employer (Management). Sheet Metal Workers' Local No. 104 shall appoint the Labor representatives. The Bay Area Association of Sheet Metal Contractors shall appoint the Employer representatives. Written notice of such appointments (or replacements thereof) shall be given to the parties or their Association, and the Fund Administrator.
2. The Agreement and Declaration of Trust referred to herein shall become a part of this Addendum as if set forth in full herein. All parties to this Addendum agree to be bound by the Agreement and Declaration of Trust establishing the Fund and by all amendments thereto as may be made from time to time, and hereby designate as their representative on the Board of Trustees as are named, together with any successors who may be appointed pursuant to said Agreement.
3. Each Employer shall contribute to the Administrator/Trustees of the Sheet Metal Local 104 and Bay Area Industry Training Fund, the sum designated in the Wage and Fringe Schedule(s) for each hour worked, including overtime, by each employee covered by this Agreement, through such bank or other party, at such place, in such manner and on such report form as designated by the signatory parties of this Agreement.
4. The Trustees for the Local 104 and Bay Area Industry Training Fund shall expend these Training Fund contributions as outlined in the Trust Agreement, for the establishment and maintenance of training and educational programs, as may be agreed upon from time to time by said Trustees, for all classification of employees covered by this bargaining agreement and/or any other approved bargaining agreements.
5. The Administrator of the Sheet Metal Workers' Local 104 Trust Fund shall transmit to the Trustees of the National Training Fund and the National Energy Management Institute Committee, on a monthly basis, the designated amounts from each hour's contribution received under the provisions of this Agreement. These

Funds shall be administered as provided in the established Trust Agreement.

6. The Trustees of the Local 104 Bay Area Industry Training Fund shall transmit to the Local 104 Scholarship Investment Account the sum designated in the Wage and Fringe Schedules for each hour worked, including overtime, by each employee participating in the Local 104 Scholarship Program, on a monthly basis. This account shall be administered by the Local 104 Financial Secretary/Treasurer.
7. Any additional funding required by the Bay Area Training Trust Fund shall, upon the recommendation of the Chair and Co-chair, be equally shared between Local 104 and the Association.

## ITEM 5. PAYMENTS TO FUNDS AND BONDING

SECTION A. The amount of the payment to each of the Funds mentioned in Items 3 and 4 above shall be computed on the basis of each hour worked by each employee, including overtime, on all work covered by this Agreement. Contributions to these Funds (1-Vacation-Holiday, 2-Dues Check-off, 3-Health Care, 4-Northern California Pension Fund, 5-Local Supplemental Pension Fund, 6-Training Fund, 7-National Pension Fund, 8-ITI, 9-NEMIC, 10-SMOHIT, and 11-Industry Funds) provided herein shall not be duplicated on covered employees sent into this contract area from another contract area. However, if there is a difference in the amount of the hourly contribution, such difference shall be paid to the employees directly involved.

SECTION B. All of said payments shall be made no later than the tenth (10th) day of each month covering the payroll periods ending in the previous month. Such payments shall be made through such bank or other party, at such place, in such manner and on such report form as designated by the signatory parties to this Agreement. All Funds should be reported on a single monthly report form and covered by a single check or draft payable to the designated bank or other party. For collection and transmittal purposes, these monthly reports, together with all contributions, shall be forwarded on a timely basis to the bank or other party. The bank or other party shall disburse the monies payable to the Trustees of each Fund and forward same, together with a copy of the monthly report form.

SECTION C. All parties hereto recognize and agree that prompt payment to each of the Funds mentioned in Item 4 is essential to the fair and efficient administration of benefits under each Fund and the maintenance of benefits under each Fund. They further recognize that it would be extremely difficult, if not impossible, to fix actual damages and expenses to each Fund which would result from the failure of an Employer to make timely contributions or reports. Therefore, when an Employer fails to make any of said monthly contributions or fails to submit the properly completed monthly reports postmarked by the twentieth (20th) day of the month in which the contribution is due, such Employer shall be assessed an amount equal to: (a) the liquidated damages provided in each of the applicable Trust Agreement(s); or (b) if no liquidated damages provision exists in the applicable Trust Agreement(s) or no Trust Agreement exists for the Fund, the greater of ten percent (10%) of the delinquent contribution or twenty five dollars (\$25.00) per Fund as liquidated damages resulting from the delinquency. At any time when an Employer is delinquent in submitting the contribution or a properly completed report, the Union may remove the employees from any shop or job of the delinquent Employer and refuse to furnish employees to such shop or job. The Employer agrees to pay all employees so removed their regular wages (not to exceed ten [10] days straight time pay) until such time as all delinquent payments and proper reports are received. The Employer agrees that in the event it is delinquent, it will pay all reasonable costs incurred by Sheet Metal Workers' Local Union 104 and the Trust Funds in connection with collection of the delinquency, including, but not limited to, court costs and reasonable attorney fees.

Unless the time limit is extended for good cause, by mutual agreement between the Association and the Union, the liquidated damages for delinquent contributions shall be included with said contributions and the properly completed monthly report.

SECTION D. **BONDING/SECURITY** - All Employers signatory hereto or who desire to perform work within the jurisdiction of Local 104, as a condition precedent to the performance of such work and/or the dispatch of employees pursuant to this Agreement, shall post adequate security to ensure the prompt payment of the following obligations arising under this Agreement: (1-Vacation-Holiday, 2-Dues Check-off, 3-Health Care, 4-Northern California Pension Fund, 5-Local Supplemental Pension Fund, 6-Training Fund, 7-National Pension Fund, 8-ITI, 9-NEMIC, 10-SMOHIT, and 11-Industry Funds) covered by this Agreement. The security shall, in addition, cover all liquidated damages and cost of collection, including, but not limited to audit fees and attorney's fees.

The security required herein shall take the form of one (1) surety bond or cash deposit written to specifications agreed upon between Local 104 and SMACNA. Either a bond or cash shall be deposited with Local 104 Trust

Fund Administrator, as custodian (2610 Crow Canyon Road, Suite 200, San Ramon, California 94583.1547), that shall cover all bargaining unit employees of the Employer regardless of which Local 104 Agreement(s) governs the performance of work by such employees.

The Employer and the Union agree that in order to ensure payment of wages and fringe benefits for employees covered under the terms of this Agreement, an Indemnity Bond in the following amounts shall be taken out to cover potential Trust Fund delinquencies:

The minimum security to be posted shall be not less than five thousand dollars (\$5,000.00) and increased to ten thousand dollars (\$10,000.00) January 1, 2008, however, if the average number of unit employees employed by an Employer is more than five (5) but less than eleven (11), the minimum security shall be fifteen thousand dollars (\$15,000.00) and increased to twenty-five thousand dollars (\$25,000.00) January 1, 2008. If the average number of unit employees employed by the Employer is in excess of ten (10), then the security shall be twenty-five thousand dollars (\$25,000.00) and increased to fifty thousand dollars (\$50,000.00) January 1, 2008. The determination of the average number of employees, in the instance of a new Employer, shall be deemed the number of employees required for its first job(s) within the jurisdiction of Local 104. Thereafter, the determination of the average number of employees shall be recalculated from time to time by the custodian, but may not be calculated on a period of less than six (6) months.

Any Employer performing work covered by this Agreement shall become and remain in compliance at all times with the surety bond requirement, as set forth by the Northern California Pension Trustees and amended from time to time. Any Employer whose bond is lapsed for more than fourteen (14) days, the Union may remove (upon two [2] business days' notice) the employees from any shop or job of the delinquent Employer and refuse to furnish employees to such shop or job.

At any time the Employer is notified in writing by the custodian, based upon calculations described herein, that the Employer is required to post security in excess of that which it had heretofore posted, such new or additional security shall be posted by the Employer with the custodian within thirty (30) calendar days of such notice in order for the Employer to remain in compliance with this Section. In the event of a delinquency which requires collection of any or all of security posted pursuant to this Section, the custodian may notify the Employer to post security equal to three (3) months' average payments required of the Employer, based upon its peak employment month during the preceding year. Upon notice, such security shall be posted within five (5) calendar days.

The calling of surety in the event of delinquency shall be in accordance with the rules set forth by the Northern California Pension Plan Trustees.

In the event of collection of sums which are not sufficient to cover all delinquent obligations hereunder, sums collected shall be distributed in the following order of priority:

1. SMW 104 Vacation
2. SMW 104 Dues Check-off obligations
3. SMW Local 104 Supplemental Pension
4. SMW Northern California Pension
5. SMW National Pension
6. SMW 104 Health Care
7. SMW Local 104 and Bay Area Industry Training Fund
8. International Training Institute
9. National Energy Management Institute Committee
10. Sheet Metal Occupational Health Institute Trust
11. SMACNA Industry Fund

**SECTION E. TWO-DAY NOTICE** - It is also understood that the Employer shall be entitled to a two (2)-working-day notice before withdrawal of employees (Section C of this Item 5) can take place. The Union will send said notice.

**SECTION F.** The Trust Agreements and Deposit Agreement (each as amended from time to time) which create or apply to (1) Vacation-Holiday, (2) Dues Check-off, (3) Supplemental Pension, (4) Northern California Pension Fund, (5) National Pension Fund, (6) Health Care, (7) Training, (8) ITI, (9) NEMIC, (10) SMOHIT, and (11) Industry Funds are each referred to, and made part of this Agreement, and each Employer bound by this Agreement agrees to be bound by all of the terms and provisions of the Plans and Trust Agreements which govern each of the abovementioned

Funds or Plans, including any amendments to such documents heretofore or hereafter adopted. Each Employer further agrees: (a) that the EMPLOYER Trustees appointed pursuant to the terms of the Agreements and Declarations of Trust, and their successors, are and shall be his/her representatives; (b) that the Employer approves and consents to the appointment of the Trustees heretofore appointed and hereafter selected as provided in said Agreements; (c) the Employer ratifies, confirms, approves, and consents to the acts of said Trustees or their successors heretofore and hereinafter taken in their creation and administration of said Trusts.

## **ITEM 6. NOTARIZED CERTIFIED PAYROLL**

SECTION A. Any Employer signatory to or working under the provisions of this Agreement, shall, upon the mutual request of the Union and the Association, produce a notarized certified payroll of his/her employees, providing a breakdown covering gross wages, fringe benefits, travel compensation, subsistence, and any other negotiated fund or cost item, for all hours worked under the provisions of this Agreement or on the fabrication for and/or installation of any specified job or jobs within this contract area. The Chairman and the Executive Manager or his/her designee for the Bay Area Association of SMACNA Chapters, and the Business Manager and the Area Business Representative for Local 104, are hereby authorized and designated as the parties to act upon such request.

SECTION B. Any request for a certified payroll shall be verified by both parties within twenty-four (24) hours by an exchange of written communication relating details and action taken. The involved Employer shall be given written notice of approval of such a request by both parties.

SECTION C. Such certification shall be supplied at the expense of the individual Employer by a certified public accountant within five (5) working days after receipt of the written notice, unless an extension of this time is mutually agreed upon, in writing, by all parties.

SECTION D. The provisions of this Agreement pertaining to wages and fringes due employees fabricating materials for installation within the jurisdiction of Local 104 or pertaining to wages and fringes and travel and subsistence to employees performing field work in said jurisdiction, and those provisions relating to the subcontracting of said work or purchase of materials, shall be rigidly enforced.

( ) the requirement that Journeypersons fabricating work for installation within the area of SMWIA Local 104 is further clarified to provide that should the company assign any such work to other than Journeyperson sheet metal workers, and if said employees are not permitted under the terms of this Agreement, then each of those employees shall be required to receive the rate due Journeyperson sheet metal workers under this Agreement. And should employees other than Journeyperson sheet metal workers perform said work and said employees are permitted to perform such work under the terms of this Agreement then they shall be paid no less than the rates paid such employees under this Agreement and the workforce ratios and/or composition shall be no less than those provided in this Agreement. (Refer to Article VIII, Sections 1 and 2 of the SFUA.)

In the event a court action is required, all legal and other fees incurred by the LJAB, shall be borne by the company.

## **ITEM 7. WORKWEEK - HOURS AND OVERTIME**

SECTION A. The workweek shall be scheduled in two (2)-week increments consisting of a forty (40)-hour week (eight [8] hours per day between 7:00 a.m. and 3:30 p.m., Monday through Friday) and a thirty-two (32)-hour week (eight [8] hours per day between 7:00 a.m. and 3:30 p.m., Monday through Thursday) and shall continue to alternate in such 40/32 manner. No employee shall work more than seventy-two (72) hours in any scheduled two-week increment for any one Employer except at the overtime rate or as otherwise provided herein. The Employer may use, but must pre-schedule, alternate crews.

Where an Employer, who is signatory to this Agreement, can provide the work, any member of the Union may voluntarily work forty (40) hours per week at the straight time rate (eight [8] hours per day between 7:00 a.m. and 3:30 p.m., Monday through Friday) should such a member desire. Where possible, said member shall notify his/her Employer two (2) working days in advance of his/her desire to work Friday, for a total of forty (40) hours that week. There shall be no discrimination or retaliation by an Employer against a Union member who elects to work a 40/32 swing Friday workweek. Such action shall be a violation of this Agreement. The purpose of the voluntary forty (40)-hour workweek proviso is to assure, whenever possible, the filling of job requests, while protecting the right of the individual employee to elect not to work said voluntary forty (40)-hour workweek. Any Employer found in violation of the above provision shall be subject to the revocation of the right to continue the voluntary forty (40)-hour workweek. The LJAB is hereby instructed to give credence and special weight to



apparent patterns and practices and/or circumstantial evidence involving alleged violations. In addition to the foregoing, the minimum penalty for each such violation shall be five hundred dollars (\$500.00), payable to the Bay Area Training Trust Fund.

The voluntary forty (40)-hour workweek provision may be voted on each year by the members of Local 104 to discontinue its practice. In addition, where serious adverse employment conditions exist, the Union may discontinue the voluntary forty (40)-hour workweek.

When an Employer is performing work on a Davis-Bacon project and the general contractor deviates from the normal workday or workweek, the Employer may apply to the Local Union for a variance from the normal work schedule in order to coincide with that of the general contractor.

{SAN FRANCISCO - For commercial work in San Francisco, the regular workday shall consist of seven (7) hours' labor in the shop or on the job between 7:00 a.m. and 2:30 p.m., and the regular workweek shall consist of five (5) consecutive seven (7)-hour days labor in the shop or on the job, beginning with Monday and ending with Friday of each week. Shop employees may work the 40/32-hour workweek as described in Section A above when performing work within the shop premises, and all shop employees shall be listed and submitted to the Local Union prior to utilization of the Section A provision above. Additions or deletions from list are to be agreed upon with the Local Union or shop steward.}

**SECTION B.** All work (including loading and unloading of trucks) performed before or after regular working hours shall be overtime. Overtime shall be paid at time and one half (1½) for a total of two (2) hours each day immediately before or after the normal workday, Monday through Friday. Time and one half (1½) shall be paid for the first eight (8) hours on a swing Friday or a Saturday. However, if the Saturday to be worked follows a worked swing Friday, Saturday overtime shall then be paid at the double time (2) rate. All other overtime, including Sundays, holidays, and any Saturday in conjunction with a Friday or Monday holiday, shall be paid at the double time (2) rate. Overtime shall be paid (as applicable) at time and one half (1½) or double (2) the straight time Class II gross taxable hourly rate of pay. All overtime shall be based on a minimum of fifteen (15)-minute increments. Commercial overtime in San Francisco shall be based on a seven (7)-hour day and not an eight (8)-hour day.

**SECTION C.** A one half (1/2)-hour lunch period shall be taken approximately halfway through all shifts, and a second one half (1/2)-hour meal period when working more than ten (10) hours per day and an additional one half (1/2)-hour meal period for each four (4) hours worked thereafter. In addition, one (1) ten (10)-minute rest period shall be provided for each four (4) hours worked or major fraction thereof.

**SECTION D. MEALTIME PROVISION** - A one half (1/2)-hour period shall be allowed for dinner after 3:30 p.m. if the overtime is to exceed two (2) hours, and a one half (1/2)-hour period for eating every four (4) hours thereafter on employee's own time. An employee, not notified the previous day that overtime will be required, shall be reimbursed for reasonable meal expenses, as allowed above, upon submittal of a receipt or proof of the expenditure. The Employer shall have the option of providing a reasonable meal in the shop or at the jobsite in lieu of the above.

**SECTION E. FOUR-TENS PROVISION** - Where conditions warrant, the regular workday may consist of ten (10) hours' labor on the jobsite or shop and the regular workweek of four (4) consecutive ten (10)-hour days between Monday and Friday, when mutually agreed between the Union and the Employer. When working four-tens (4-10s), the first two (2) hours immediately before or after the shift and the first eight (8) hours on the fifth (5<sup>th</sup>) day, shall be paid at one and one half (1½) times the rate of pay. All other pay shall be at double (2) time.

**SECTION F.** Contributions for Health Care, Northern California Pension Fund, National Pension Fund, amounts up to Class II for Local Supplemental Pension Fund, SMOHIT, Training Fund, ITI, NEMIC, and Industry Funds shall be based on actual hours worked (or in the case of owner/members, Item 1, Section C shall be applicable). With respect to Local Supplemental Pension Fund contributions over and above amounts up to Class II, contributions shall include overtime premium hours, as well as actual hours worked. Dues Check-off obligations shall be paid for all actual hours worked and overtime premiums attributable thereto shall be added to the employee's base wage. Vacation-Holiday contributions shall be based upon actual hours worked and overtime premium hours.

**SECTION G.** When sheet metal workers are assigned to composite crews on jobsites and the crafts in the crew work a standard forty (40)-hour workweek, the sheet metal workers in such crews shall also work the forty (40)-hour workweek at the straight time hourly rate of pay.



SECTION H. When Local 104 sheet metal workers are assigned to jobsites in the jurisdiction of another local, they shall work the regular hours of that local union at the straight time hourly rate of pay.

SECTION I. An Employer may permit a departure from normal working hours between 6:00 a.m. and 8:00 (other than 7:00 a.m.) when requested by a majority of the Local 104 employees on a given jobsite or in a shop, provided the Employer submits this request, in writing, to the Union no less than forty-eight (48) hours prior to a change in schedule. The Employer may revert to the normal working hours by conducting a new vote and notifying the Union.

SECTION J. **OVERTIME RESTRICTIONS** - The Union may deny requests for overtime on new construction jobsites to Union members at such time as there is ten percent (10%) of the Union's members unemployed. The provisions of this Section may be enforced seventy-two (72) hours after verification of the above conditions with the Association's representative.

EXCEPTION: Overtime shall be approved upon a request by the owner or agent of the owner no less than four (4) hours before the end of a workday preceding the day the work is to be performed and providing employees are provided time for a meal at no expense to the Employer. Preference on overtime and holiday work shall be given to employees on the job on a rotation basis so as to equalize such work as nearly as possible.

SECTION K. A make-up day may be scheduled for work missed due to inclement weather, when mutually agreed between the Union and Employer. The make-up hours shall be paid at the regular hourly rate of pay.

SECTION L. {SAN FRANCISCO -This Agreement may be opened for modification of the workday, workweek, to conform to any uniform workday, workweek established by the UA/IBEW in San Francisco.}

## ITEM 8. HOLIDAYS

SECTION A. The following days are recognized holidays:

New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and day after Christmas or days locally observed as such. Any holiday falling on Saturday shall be observed on the previous Friday. Any holiday falling on a Sunday shall be observed on the following Monday.

SECTION B. When Christmas falls on Friday, Saturday or Sunday, Friday and Monday shall be observed as the contract holidays.

## ITEM 9. SHIFT WORK

SECTION A. Shift work shall mean work performed immediately following the regularly scheduled workday and for the stated number of hours as follows:

SECTION B. Not less than five (5) consecutive days shall constitute a shift schedule, and all shift schedules shall end only on a Friday.

SECTION C. The first shift shall be considered the day shift, which starts at 7:00 a.m. The second shift shall start immediately following the first shift. The third shift shall start immediately following the second shift.

SECTION D. First Shift: The first shift shall be eight (8) hours' work with eight (8) hours' pay, Monday through Friday the first week, and eight (8) hours' work with eight (8) hours' pay, Monday through Thursday the following week, in accordance with the workweek (Item 7 Section A). The workweek shall end on Thursday or Friday at 3:30 p.m.

Second Shift: The second shift shall be seven and one half (7½) hours' work with eight (8) hours' pay, plus ten percent (10%) of the Class II gross taxable hourly wage rate, and Friday shall comply with the contract workweek.

Third Shift: The third shift shall be seven (7) hours' work with eight (8) hours' pay, plus fifteen percent (15%) of the Class II gross taxable hourly wage rate and Friday shall comply with the contract workweek.

{SAN FRANCISCO shift pay shall be based on the seven (7)-hour workday. First shift shall be seven (7) hours' work with seven (7) hours' pay; second shift shall be seven (7) hours' work with seven and one half (7 ½) hours' pay plus ten percent (10%); and the third shift shall be seven (7) hours' work with eight (8) hours' pay plus fifteen percent (15%). All premium rates are based on the Class II gross taxable hourly wage rate.}

SECTION E. Forepersons shall receive the appropriate shift percentage differential in addition to their Foreperson percentage premium.

SECTION F. Employees shall have an eight (8)-hour rest period when changing shifts.

SECTION G. The Local Union office and the shop or job steward shall be notified when shift work is practiced.

SECTION H. All shift work over the regular hours worked shall be paid at the overtime rate of pay Monday through Friday.

SECTION I. Upon request of the Employer, the Union shall authorize a special shift for energy conservation and retrofit work to be performed outside the regular workday in occupied buildings, if specified by the customer who must continue to operate his/her business in the normal manner. Two (2)-day special shift: Shall consist of no less than two (2) consecutive days (Monday - Friday) with eight (8) hours' work for eight (8) hours' pay PLUS twelve percent (12%) above the gross taxable Class II hourly rate. Employees shall have an eight (8)-hour rest period when changing shifts (any work performed within the eight [8]-hour rest period shall be paid at the appropriate overtime rate). The special shift shall begin no earlier than 12:01 a.m. Monday and shall end no later than midnight Friday. The Employer shall notify the Union prior to starting shift work. {SAN FRANCISCO shall be based on seven (7)-hour days.}

## **ITEM 10. DETAILING**

SECTION A. All shop and field details used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, are to be identified with the member's name and membership number affixed to a rubber stamp approved and furnished by the Union. Detailer stamp with signature shall be affixed to all drawings manually.

## **ITEM 11. TRAVEL, MILEAGE, AND SUBSISTENCE**

SECTION A. The established zones are as follows:

Zone 1 – Includes all of San Francisco County. Dispatch and mileage point is 1939 Market Street, San Francisco.

Zone 2 – Includes all of San Mateo County. Dispatch point is 858 Hinckley Road, Burlingame, and mileage point is 703 B Street, San Mateo.

Zone 3 – Includes all of Alameda and Contra Costa Counties. Dispatch point is 1720 Marina Boulevard, San Leandro, and mileage point is Oakland City Hall, Oakland.

Zone 4 – Includes all of Napa and Solano Counties. Dispatch and mileage point is 401 Nebraska Street, Vallejo.

Zone 5 – Includes all of Lake, Marin, Mendocino, and Sonoma Counties. Dispatch point is 610 E. Washington Street, Suite C, Petaluma, and mileage point is 1700 Corby Avenue, Santa Rosa.

Zone 6 – Includes all of Del Norte, Humboldt, and Trinity Counties. Dispatch and mileage point is 9th and "E" Streets, Eureka.

Zone 7 – Includes all of Santa Clara County. Dispatch point is 2350 Lundy Place, San Jose, and mileage point is 1st and Santa Clara Streets, San Jose.

Zone 8 – Includes all of Monterey, San Benito, and Santa Cruz Counties. Dispatch point is 11060 Commercial Parkway, Castroville, and mileage point is Market and Main Streets, Salinas for Monterey County; 5th and San Benito Streets, Hollister for San Benito County; and the Santa Cruz County Courthouse for Santa Cruz County.

SECTION B. Each Employer signatory with Local 104 to the SFUA and the various Addenda thereto shall have a free zone around the address of said Employer's shop that shall extend into any zone as established in Section "A" above. The zone shall extend in a thirty (30)-air-mile radius from the Employer's shop.

SECTION C. A signatory Employer, when working in a zone as per Section "A" outside the zone in which the Employer's shop is located, may request sheet metal workers from the dispatch point established for that zone; and for sheet metal workers so hired, there shall be a free zone extending in a thirty (30)-air-mile radius from that zone's mileage point.

SECTION D. Employers not signatory to an Agreement with SMWIA Local 104 must employ from and utilize the dispatch point of the zone in which the job is located.

SECTION E. When transportation is furnished by the employee, the following shall apply:

1. Employees not furnished company transportation and traveling before the regular starting time and/or after the regular quitting time, shall be paid eighty-five cents (\$0.85) for each air-mile traveled beyond the free zone.
2. Employees not furnished company transportation during working hours and required to report from shop to job, job to shop, or job to job, shall be paid forty-five cents (\$0.45) per air-mile traveled and forty-five cents (\$0.45) per mile for each passenger if the driver is requested by Employer to transport said passenger.

SECTION F. When transportation is furnished by the Employer, the following shall apply:

1. An employee provided a company truck on a continuous basis and traveling before the regular starting time and/or after the regular quitting time, shall be paid forty cents (\$0.40) for each air-mile traveled beyond a forty (40)-air-mile free zone for the purpose of computing travel time.
2. The Employer will furnish, when possible, all transportation; but in no instance will an employee covered by this Agreement be required to travel in other than the factory-built passenger section of any vehicle. Exception to this requirement must be approved by the Union.

SECTION G. If an employee is required to report to the shop before starting for the jobsite and this is before the regular starting time, the thirty (30)-air-mile free zone shall not apply and the employee shall be compensated for all air-miles traveled, as stated in Sections E-1 and F-1.

SECTION H. If an employee is required to report back to the shop after the regular quitting time, the thirty (30)-air-mile free zone shall not apply and the employee shall be compensated for all air-miles traveled, as stated in Sections E-1 and F-1.

SECTION I. There will be a five (5)-air-mile free zone from the employee's home if the employee reports directly to the jobsite. Beyond five (5) miles, revert to Sections E and F.

SECTION J. Bridge Tolls: The Employer agrees to reimburse the employee for bridge tolls incurred upon presentation of receipt for such tolls.

SECTION K. When driving a loaded company truck before starting time and after regular quitting time, it shall be considered work and will be paid for at one and one half (1 ½) times the regular wage rate. Service trucks carrying service material shall be considered as not loaded. In all other instances only saleable equipment and materials shall constitute a load. In those instances where it is a convenience for a member of Local 104 driving a company pick-up truck from home to job or from job to home, the Business Representative of said Local 104 will use discretion in enforcement.

SECTION L. When an employee is assigned to a jobsite and is required to remain overnight, he/she shall receive a minimum of one (1) day's subsistence. Each employee working on a subsistence job shall receive eighty dollars (\$80.00) for seven (7) days per week. The only alternative to payment of seven (7) days' subsistence is payment of subsistence for multiple days worked on the job, plus roundtrip travel expense or travel time, as provided herein. When a subsistence job is of one (1) day's duration only, and employees are provided transportation and/or travel expenses, they shall not also receive subsistence. If an employee is required by the Employer to perform work outside of the United States, travel pay and/or subsistence arrangements shall be negotiated.

SECTION M. When an employee is assigned to a subsistence job and fails to report to the jobsite at the regular starting time, he/she shall not receive subsistence for that day. When an employee is living in the vicinity of the jobsite and is unable to work due to legitimate illness, industrial injury, or inclement weather, he/she shall be paid subsistence for the days he/she is unable to work. This provision shall not apply for more than two (2) consecutive days due to illness or injury. Illness must be verified by the job Foreperson or Employer. A medical certificate may be required.

#### **ITEM 12. PARKING**

SECTION A. The Employer agrees to reimburse the employee for reasonable parking fees incurred, upon presentation of receipt, and the Union agrees that employees will accept and utilize, in lieu thereof, any reasonable parking facility provided by the Employer, at or within one quarter (1/4) mile of the shop or jobsite.

SECTION B. In lieu of paid parking, the employee has the option to use public transportation and the Employer will reimburse the employee for such cost, not to exceed the cost of parking.

SECTION C. On projects that require designated offsite parking, the employee will travel in on their time and travel out on the Employer's time. If parking is more than one quarter (1/4) mile from the job or shop, shuttle transportation will be provided by the Employer.

SECTION D. If any employee of the company represented by the United Association receives a more favorable condition of this Item 12 Parking, such condition will apply to all employees working at the jobsite or shop covered by this Agreement.

#### **ITEM 13. INJURY PAY**

SECTION A. If an employee is injured requiring medical treatment and is unable to resume work, he/she shall receive a full day's pay. His/her availability to return to work shall be based on the doctor's written report. If an injured employee leaves the job for initial treatment and returns to work immediately after treatment, he/she shall be paid for the time he/she is off the job.

SECTION B. Subsequent scheduled visits to the doctor for such injury, maximum of two (2), shall be compensated for up to two (2) hours for time lost on that day, unless it is mutually agreed additional time is necessary. This provision shall not apply for consecutive days' visits for treatment that is otherwise compensated through Workers' Compensation or equal compensatory statutes.

#### **ITEM 14. VEHICLE IDENTIFICATION**

SECTION A. The Employer agrees to identify all vehicles used primarily to transport material, tools, or equipment for work covered by this Agreement. The firm name and location must be affixed on both sides of each vehicle in a permanent manner, with legible letters. No employee may drive an unidentified company vehicle. Employees shall not affix company signs to personal vehicles. Removable signs will not comply with this Section, unless on a company's temporary/rental vehicle.

#### **ITEM 15. GENERAL SAFETY ORDERS**

The Employer will comply with applicable federal, state, and local regulations.

There shall be no double payment of fines or penalties.

#### **ITEM 16. CHECK STUBS**

Paycheck stubs, for the purpose of employee recordkeeping, shall contain the following information: Company name, employee name and/or Social Security number, pay period ending date, hours worked, wages paid, and all deductions made.

#### **ITEM 17. WELDING CERTIFICATION**

The Employer shall pay all costs pertinent to the certification of a welder when such certification is specifically required by the Employer. This requirement shall not be construed to require reimbursement to an employee already certified for the work in question.

## ITEM 18. PERSONAL TOOLS

SECTION A. On jobsites where employees report directly from home, the Employer shall provide a gang box or similar facility, adequate for the securing of both the employee and company tools.

The following are basic hand tools the Journeyperson and Apprentice shall provide:

- |  |                                      |
|--|--------------------------------------|
| 1 Bulldog Snips, Combo                   | 2 Pair Vise-grip Welding Clamps      |
| * 2 Pair Aviation Snips, M1 & M2         | * 2 Screwdrivers                     |
| 1 Pair Wide-nosed Pliers                 | * 1 Tinner's or Claw Hammer          |
| * 1 Pair Wide-tong Pliers/Seamers Offset | 1 Hacksaw                            |
| * 2 Pair Vise-grip Pliers, 10"           | 1 Combo 12" Square                   |
| * 1 Scratch Awl                          | * 1 30 foot or less Retractable Tape |
| 1 Pair #13 Wiss Snips or Equal           | 1 8 oz. Plumb Bob                    |
| 1 Center/Prick Punch                     | 1 Whitney Punch                      |
| 1 Crescent Wrench #10                    | 1 Pair Dividers                      |

SECTION B. No Employer shall be permitted to rent or borrow tools, equipment, or vehicles from employees covered by this Agreement.

SECTION C. No employee shall furnish any of the following tools, which are not considered to be hand tools of the trade: power (i.e., electrical, pneumatic, gas, etc.) or motor-driven tools, extension cords, saw blades, carpenter's saw, hacksaw blades, drill bits, files, soldering irons, fire pots, two foot squares, three or four foot circumference rules, punches (other than the small hand set), all sizes of pop rivet guns, all socket sets, speed wrenches, staple guns, glue guns, or any glass duct tools, or instrumentation.

SECTION D. Employees shall be required to wear tool belts, overalls, or other adequate clothing to carry a sufficient number of hand tools as to perform their work in a proper manner.

SECTION E. Pre-apprentices shall not be required to purchase personal hand tools. However, it is recommended ( , at a minimum, Pre-apprentices have the tools with an asterisk (\*) listed in Section A.

### TOOL REPLACEMENT POLICY

**NOTE:** Bay Area Association Industry Promotion Fund contributors may submit for replacement or reimbursement of stolen tools, pursuant to the Industry Promotion Fund Trustees' Policy.

SECTION F. The Employer shall be responsible for the replacement of their employee's, tools lost or damaged due to fire or forced entry, under the following terms and conditions:

1. The tools were under the Employer's lock and key at the shop, jobsite, or in a company vehicle.
2. The liability of the Employer shall be limited to the tools listed in Item 18. However, in the event an employee, working in the shop, has submitted a tool inventory list, the liability shall be limited to the maximum of seven hundred-fifty dollars (\$750.00) value, LESS THE FIRST TEN DOLLARS (\$10.00) OF THE COST OR REPLACEMENT, which shall be the responsibility of the employee.
3. Each employee may submit to the Employer or his/her representative a tool inventory list.
4. It shall be the responsibility of the Employer or his/her representative to verify the inventory list.
5. It shall be the responsibility of the employee to use all reasonable means to preserve and protect his/her tools. Failure to do so will relieve the Employer of all liability. Any employee willfully making false or inaccurate claims will be in violation of this Agreement. In the event of a disputed claim, the matter will be referred to the LJAB.

In case of theft of tools, a signed statement of tools stolen must be submitted to the following by the employee: POLICE DEPARTMENT, LOCAL UNION NO. 104, THE EMPLOYER, AND BAY AREA ASSOCIATION, verifying that the actual theft has been committed. This statement must contain the following

information and be reported immediately upon discovery of the loss: member's name, location and details of loss, date of loss, date reported to the police, and the signature of both Employer and employee.

**SECTION G.** All claims over ten dollars (\$10.00) of the cost of replacement for each loss from fire or forced entry must be reported to the Employer, the Association, and to Local Union No. 104 immediately upon discovery of loss to have claims considered. Approved claims shall be settled by actual tool replacement by the Employer, not by cash.

**SECTION H. STORAGE** - Where tool storage is provided for the Employer's tools and/or equipment, adequate storage will also be provided for the employee's tools.

## **ITEM 19. STEWARDS**

**SECTION A.** Stewards may be appointed by the Union at its sole discretion, and no Employer shall, in any way, discriminate against a Steward or lay him/her off or discharge him/her as a result of any action taken by him/her in the proper performance of his/her Union duties; nor shall any Steward employed for ten (10) days or more be discharged except for proven dishonesty, theft, fighting on the job, inefficiency, repeated absence or tardiness, intoxication on the job, or willful destruction of company property, so long as three (3) or more employees remain at the jobsite.

**SECTION B.** A Steward is a working Journeyperson employee who shall, in addition to his/her work as a Journeyperson, be permitted to perform during working hours such of his/her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible. The Union shall notify the individual Employer of the appointment of such Steward.

**SECTION C.** No Steward shall be discharged prior to forty-eight (48) hours' notice to the Union except for just cause. If the Steward, who may consult with the Union, wishes to challenge the termination as being in violation with the terms and conditions of this Section, he/she may request a hearing before the LJAB. Such request must be made before the effective date of termination and shall require that the LJAB meet on the matter within three (3) working days of receipt of said request.

**SECTION D. STEWARD GRIEVANCE** - If a Steward is terminated and a decision rendered finding the Employer is in violation, said Employer shall be subject to reimbursement to the Steward in such amount as is determined by the LJAB.

## **ITEM 20. ACCESS CLAUSE**

**SECTION A.** SMWIA Local 104 Business Representatives shall have free access to any shop or job at any time work is being performed for the transaction of business pertaining to the employees covered under the terms of this Agreement. The Business Representatives shall first announce their presence to the front office and shall in no way be hindered in the performance of their business. Time shall be kept to a minimum.

## **ITEM 21. UNION LABEL/WAGE EQUALIZATION**

**SECTION A.** The Sheet Metal Workers' Local Union No. 104 label shall be applied to sheet metal work manufactured, assembled, or fabricated by employees covered under the terms of this Agreement, except all sheet metal work manufactured, assembled, or fabricated under this Agreement for installation outside of Local Union No. 104's jurisdiction shall bear the Sheet Metal Workers' International Association yellow label.

**SECTION B.** All sheet metal work manufactured, assembled, and fabricated outside the jurisdiction of Local Union No. 104 by members of the Sheet Metal Workers' International Association, for installation within the jurisdiction of Local Union No. 104, shall bear the Sheet Metal Workers' International Association Union label. The Union and the Association will jointly publicize and submit to the contractors, the names of firms and companies under agreement with local unions affiliated with the Sheet Metal Workers' International Association. The Employer agrees to give preference, when possible, to material and equipment bearing the label of the Sheet Metal Workers' International Association. This provision shall be applicable to the maximum extent permitted under applicable law.

**SECTION C.** With regard to any Employer that is bound or may become bound to the Addenda between Local Union No. 104 and the Bay Area Association solely as a result of Article VIII, Section 6 of the SFUA, all spiral

pipe and fittings manufactured by the Employer or purchased by the Employer from outside the jurisdiction of Local Union No. 104, shall be subject to the wage equalization provisions contained in Article VIII, Section 2 of the SFUA.

SECTION D. With regard to any Employer that is bound or becomes bound to the Collective Bargaining Agreement between Local Union No. 104 and the Bay Area Association not solely as a result of Article VIII, Section 6 of the SFUA, the purchase of spiral pipe (round and oval) from outside the geographic jurisdiction of Local Union No. 104, shall be subject to the wage equalization provisions of Article VIII, Section 2 of the SFUA.

## **ITEM 22. SMACNA STANDARDS OF WORK**

SECTION A. All work shall be completed in a professional and craftpersonlike manner and as consistently as possible to accepted SMACNA standards, where specified.

SECTION B. No employee covered by this Agreement shall make installations of any type or manner that is not in accordance with any applicable city, county, or state ordinances or codes.

## **ITEM 23. HIRING HALL AND REFERRAL**

SECTION A. Local 104 shall be the sole and exclusive source of referrals of applicants for employment with Employers signatory to the SFUA (A-01-05) and Addenda thereto. The Employer shall have the right to reject any applicant for employment. A rejected applicant, however, shall be entitled to two (2) hours' pay at the established rate. The two-hour show-up pay shall not be required in the event that the Employer has made a request for an individual(s) with specific experience and/or skills and the individual reporting admits and/or agrees that he/she does not meet the required criteria. In the event the Union is unable to fill a call within forty-eight (48) hours (not including Saturdays, Sundays, and holidays), the Employer shall be free to hire from any source.

SECTION B. Local 104 shall select and refer applicants for employment without discrimination by reason of race, color, religion, national origin, age, sex, membership or non-membership in the Union; or by reason of the Union's laws, constitutional provisions or any other aspect of Union membership, except failure to tender periodic dues and initiation fees uniformly required for membership in the Union or collective bargaining service fees in accordance with Section 8(a) (3) of the National Labor Relations Act, as amended.

SECTION C. Dispatch offices shall be maintained in San Francisco, San Leandro, Burlingame, Petaluma, Vallejo, San Jose, Castroville, and Eureka. Referrals to signatory contractors shall be made from the dispatch office specified in the geographical zone signed by that contractor or at the option of the contractor, from the dispatch office for the geographical zone in which the particular contractor's job is located. All other Employers performing work falling within the jurisdiction of sheet metal work shall request referrals from the dispatch office for the geographical zone at which such work is located. Dispatch hours shall be Monday through Friday, 7:30 a.m. to 9:30 a.m. and 3:00 p.m. to 5:00 p.m. NOTE: Dispatch office geographical zones are listed in Item 11, Section A.

SECTION D. No applicant for employment shall be employed or reemployed unless he/she has secured a properly executed dispatch slip. However, telephone dispatches may be made provided the employee and Employer secure a properly executed dispatch within five (5) days of the commencement of employment. It shall be the responsibility of the employee to make sure that a properly executed dispatch is received by the Employer.

SECTION E. The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority group for which he/she is qualified.

**GROUP A:** All applicants for employment who have four (4) or more years' experience as a Sheet Metal Building Trades Journeyman or two (2) or more years at classifications recognized by the Bay Area Joint Apprenticeship and Training Committee and who pass an examination administered by the Bay Area Joint Apprenticeship and Training Committee or have successfully completed a Sheet Metal Workers' Apprenticeship or other program recognized by the Referral Appeals Committee, and who have been employed within the jurisdiction of Local 104 for a signatory contractor(s) for at least one thousand two hundred (1,200) hours within a consecutive twenty-four (24)-month period within the thirty-six (36)-consecutive month period preceding registration, and who are residents of the construction labor market as defined herein. Disputes which may arise



over the placement of an applicant in Group A or Group B may be appealed by an adversely-affected applicant to the Referral Appeals Committee. "Hours worked," for the purpose of this group shall include periods of employment as a sheet metal worker with a public entity that has a bargaining arrangement with Local 104. After initial qualification for the Group A, maintenance of at least one thousand (1,000) hours' work within each thirty-six (36)-month period thereafter shall be the minimum requirement for maintenance of Group A status. Periods of unemployment due to disability, illness, or military service shall toll the thirty-six (36)-month requirements contained herein. All applicants must be available for work to be eligible to maintain their name on the "A" list.

When work opportunity exists and no applicants are available, initial qualification requirements for Group A referral status may be waived for persons: (a) who are identified by the Union to be newly organized; and (b) who pass a test developed by and administered by the Sheet Metal Workers' Local 104 and Bay Area Joint Apprenticeship Committee to demonstrate the requisite competency for dispatch as Journeypersons or other classifications recognized by the Bay Area Joint Apprenticeship and Training Committee.

**GROUP B:** All applicants for employment who have four (4) or more years of experience as a Sheet Metal Building Trades Journeyperson or two (2) years at classifications recognized by the Bay Area Joint Apprenticeship and Training Committee and/or who have completed an apprenticeship program recognized by the Referral Appeals Committee. Group B applicants may apply for Group A registration upon attaining residency as defined herein and completion of one thousand two hundred (1,200) hours work within a twenty-four (24)-month period as a Group B referral.

All requirements for hours for advancement to a higher priority group shall be verified by a check of hours reported to the Health Plan and/or Supplemental Pension Plan. Hours and work experience requirements for initial registration in priority Groups A and B shall be verified by objective evidence of actual work experience and hours, and/or verification of graduation from approved apprenticeship programs. The burden of providing adequate proof of qualifications for any list shall be upon the applicant.

Residency for the purposes of establishing qualification for Group A referral shall mean that the applicant has established a permanent home within the Normal Construction Labor Market. "Permanent home" means that the applicant has proven his/her commitment to work and live within the construction labor market evidenced by three (3) or more of the following:

1. Home ownership
2. Residential lease for a fixed term (not month to month)
3. Voter registration at residence
4. Vehicle registration at residence
5. Valid driver license listing residence
6. Registration of children in local schools

The Normal Construction Labor Market comprises the geographic jurisdiction of Local 104. "Permanent home" shall be conclusively presumed in the event that an employee has had contributed on his/her behalf to the Local 104 Supplemental Pension Plan at least three hundred (300) hours in each of four (4) consecutive years prior to application for Group A status, and the one thousand two hundred (1,200)-hour requirement contained herein has been met.

**SECTION F.** An applicant for employment may be registered on the out of work list at only one dispatch office at any time. Each applicant for employment shall be issued a job qualification card by the Union. At the time of application the dispatcher may require objective evidence of actual qualifications for the type of work listed by the applicant. Job qualification cards shall be deposited with the dispatch office at the time of registration.

An applicant wishing to change the office at which he/she is registered shall request his/her job qualification card and his/her name shall be stricken from the out of work list maintained at that office. An applicant may request his/her job qualification card be mailed to the dispatch office in which he/she registers.

**SECTION G.** Dispatch from each priority group shall be by date of registration on a first-in-first-out basis. Group A applicants shall be referred before Group B applicants. In the event a list of priority group registrants at any office is exhausted, the dispatcher shall ascertain whether any registrants of the same priority group are available at the other dispatch offices and shall dispatch such registrants before dispatching applicants off the next lower priority group list.



SECTION H. Notwithstanding that dispatch shall normally be in chronological order of registration, a call for applicants possessing special skills or qualifications may be filled by dispatch of such applicant regardless of their place on the registration list. In addition, any currently registered Group A registrant or Group B registrant who has complied with roll call in Section K of this Item for a minimum of ninety (90) days and has not worked in the industry during that time period, may solicit Employer(s) whose principal place of business is within the jurisdiction of Local 104 and who are signatory to this Agreement for the purpose of requesting such Employer(s) to call him/her by name. Such a call by name shall be honored by the dispatch office without regard to the applicant's place on the out of work list. Employers from outside the jurisdiction may not be solicited. Such Employers may, at the Employer's option, call one (1) Foreperson per jobsite by name.

SECTION I. **TRAVEL PROVISION** - No employee shall be allowed or required to relocate his/her job qualification card from one geographical dispatch office of Local 104 to another for purposes of circumventing the travel, mileage, and subsistence language as defined under Item 11 of Addendum One of SFUA (A-01-05). To implement the above, no Employer shall be allowed to request by name, any employee who has, within thirty (30) calendar days, been employed within another dispatch area of Local 104 by the requesting Employer. While Employers from outside the jurisdiction may not be solicited, such Employers may, at the Employer's option, call one (1) Foreperson per jobsite by name, provided the thirty (30) calendar-day provision is adhered to. The thirty (30) calendar-day provision shall not apply when the employee is officially re-dispatched by the Hiring Hall due to the employee's chronological order of registration nor shall it apply when the call by name is required to secure an individual possessing special skills or qualifications. If it is necessary, at the discretion of a Business Representative, to refer applicants from another Local 104 dispatch office to fill a "call for applicants" in a specific area, the thirty (30) calendar-day provision shall not be applicable.

SECTION J. An applicant who is hired and who receives, through no fault of his/her own, less than eleven (11) days' work, shall, upon re-registration, be restored to his/her appropriate place within his/her priority group; provided however, that during any period deemed by the Union, in its sole discretion, to be a period of persistent unemployment, the area dispatch office may post a rule that no applicant may be dispatched to more than one (1) short call within thirty (30) calendar days in order to assure that available work opportunities are fairly distributed among applicants registered for employment. Such rule shall not apply in the event re-dispatch is required by a call for recognized special skills or qualifications or pursuant to a name-call by a contractor signatory to this Agreement; nor shall such rule apply in the event other applicants are not available during dispatch hours, nor in the event that there have been sufficient short calls within the thirty (30)-day period to substantially meet purposes of the institution of the rule.

1. If you are unavailable for work or do not take a job referral that reaches you, you will be given a job turndown. Only one (1) job turndown per day will be assessed.
2. If you accumulate three (3) turndowns, you will be removed from the Available for Work list and you must re-sign the book.
3. Exceptions to the Available for Work list include: proof of picket duty, jury duty, military duty, disability, or salting.

SECTION K. Registration or re-registration shall be done in person by the person seeking to register as available for dispatch. In order for an applicant to maintain his/her place on the referral list "B," he/she must appear for "roll call" day and sign in at least two (2) roll call days during any month. Failure to make roll call at least twice during a month will result in removal from the list. Roll call day shall be Tuesday of each week, excluding holidays.

SECTION L. Adequate records shall be maintained at the dispatch office to assure that the procedures set forth herein are being administered in accordance with this Agreement. Applicants for employment shall have reasonable access to such records upon request of the dispatcher, to assure compliance herewith. A copy of these procedures will be posted at each dispatch office.

In addition to the posting of these procedures, posting of the Immigration and Naturalization Service Requirements for Employment Eligibility Verification shall be posted at the dispatch office.

SECTION M. There is hereby established a Joint Referral Appeals Committee which shall be composed of an equal number of representatives selected by the signatory SMACNA Chapters and by the Union. In the event of a deadlock over any matter coming before the Committee, Management and Labor shall mutually agree to the appointment of an independent third party who shall act as the tie-breaker.

The Referral Appeals Committee shall hear and consider any complaint of any employee or applicant for employment arising out of the administration by the Union of the hiring and referral procedures contained in this Agreement. The Referral Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Union. The Appeals Committee, in connection with its duties to hear and decide complaints, shall have the authority to interpret the procedures contained herein, but is not authorized to add to, subtract from, or modify any of the provisions of this Agreement. The Referral Appeals Committee shall have the authority to toll the thirty-six (36)-month requirement for Group A status for lengthy periods of industry unemployment. Any individual employee or applicant for employment claiming a grievance by any act or conduct in effecting referrals and who contends the referral procedure is not operating in accordance with the terms of this Agreement, shall have the right to file a written complaint with the Referral Appeals Committee within forty-eight (48) hours (Saturdays, Sundays, and holidays excluded) after the occurrence giving rise to the grievance. Failure to file within the time contained herein shall constitute a waiver of such grievance.

SECTION N. Apprentices shall be hired and transferred in accordance with the Apprentice provisions of the Agreement between the parties.

SECTION O. When conditions exist requiring a reduction in force, the Employer shall lay off all Group B referrals before Group A. In order to comply with this provision requiring inverse order of layoff, Group A employees of Employers whose principal place of business is within the jurisdiction of Local No. 104 may be moved from jobsite to jobsite to assure the retention of higher priority group employees during periods of layoff. Group B employees may not be moved from jobsite to jobsite in order to avoid layoff. Group A and B employees of an Employer whose principal place of business is without the geographical jurisdiction of Local 104 may not move employees from the jobsite in which they were dispatched. Properly registered Group A applicants shall have the right, when out of work, to replace any currently-working Group B registrant by giving forty-eight (48) hours' notice in writing to the dispatcher of his/her intention to exercise his/her "bumping privilege." The dispatcher shall notify the Employer. As between Group A applicants who have given such notice, preference shall be given the registrant highest on the priority list. The Employer shall have the right, in his/her sole discretion, to choose the Group B employee to be displaced when the "bumping" privilege provided herein is exercised. The "bumping" privilege may not be exercised to replace an employee who has been dispatched to fill a special skill call unless the Group A registrant possesses such special skill. Employees who are terminated shall be issued a notice of termination by the Employer which shall state the reason(s) for such termination. The termination notice shall be on the form provided to the Employer by the Union. If said notice is unavailable at the time of discharge, a handwritten substitute may be made and signed by a representative of the company clearly stating the reason(s) for termination. In the event an Employer indicates that a terminated employee is "not eligible for rehire," such designation shall be honored by the dispatch office for no more than six (6) months, unless the employee grieves such designation to the Referral Appeals Committee. In such case, the period of ineligibility for rehire, if any, shall be determined by the Referral Appeals Committee established herein. In the event the discharge itself is grieved as a violation of Item 23 herein, such grievance shall be processed in accordance with Article X of the SFUA.

SECTION P. In the event an employee contests the reason for termination, notice of grievance must be filed with the Business Representative within seven (7) days of termination.

SECTION Q. Alameda/Contra Costa Counties Industrial Journeypersons who have completed the Apprenticeship program shall be allowed access to the Building Trades Hiring Hall in all areas.

SECTION R. The Employer agrees that the Union will not be liable for any acts or omissions, tortious or otherwise, of any applicant referred for employment.

SECTION S. Working out of classification shall be as follows: In unusual economic times there are instances where work is not available in a classified area of the industry, but there is high worker demand in a higher classification. Therefore, members of Sheet Metal Workers' Local 104 will be allowed to work out of their classification under the following conditions: They have not voluntarily become unavailable for work in their own classification; they have made themselves available for work in their own classification; there is no work available at the time in their classification and there is work available in a higher classification and no workers available for dispatch in the higher classification. Members may be dispatched for work in a higher classification with the understanding that if and when work becomes available in their own classification, they must immediately make themselves available for such work. Workers who do not make themselves available for work within their classification will not be eligible to work out of classification and will be subject to fines

if he/she works out of classification in violation of this Section. Such fines may be based on the hours taken away from the industry in which the member is classified to work and based on any other factors the Trial Board deems appropriate.

## ITEM 24. JOINT APPRENTICESHIP TRAINING COMMITTEE

The language set forth below shall be subject to action and authority of the Sheet Metal Workers' Local 104 and Bay Area Industry Training Fund, pursuant to the authority granted to them in the Merger Agreement and the Sheet Metal Workers' Local 104 and Bay Area Industry Training Trust Agreement, providing the direction to effectuate the merger and consolidation of the Apprenticeship committees. In the event of a conflict of this Item 24 between any rules and regulations established by the Trust Fund and the language contained herein, the language of the Trust Agreement and any rules and regulations established therein shall prevail.

SECTION A. Application for apprenticeship shall be made available by the Joint Apprenticeship Training Committees (hereinafter referred to as the JATC) through the Hiring Hall for all prospective applicants without regard to race, creed, color, sex, religion, or lack of union affiliation. The JATC shall test, evaluate, interview, and place eligible applicants in the Applicant Apprentice Pool, as provided in the selection procedures adopted by the JATC. Applicant Apprentice employment, wages, fringes, and other employment conditions shall be established by SMWIA 104 and Bay Area SMACNA. The Hiring Hall facility shall lend its full cooperation to the JATC.

SECTION B. All duly qualified Apprentices shall be under the supervision and control of the JATC, composed of an equal number as the Committee may deem necessary, representing the Union (Labor) and the Employer (Management). Local 104 shall appoint the Labor representatives. The Bay Area Association shall appoint the Management representatives. Each party shall give written notice to the other and the Division of Apprenticeship Standards, designating their members and any replacement thereof. No new member shall be recognized unless such notice has been received. Any three (3) said members shall constitute a legal quorum, provided each member of the Committee has been notified by any form of United States mail, facsimile, or electronic mail, not less than three (3) days in advance of all meetings. The Chair, or the Secretary, or the Division of Apprenticeship Standards representative or any two (2) Committee members may call a special meeting of the Committee. Said JATC shall formulate and make operative such rules and regulations as they may deem necessary, which do not conflict with specific terms of this Agreement, to govern the applications, eligibility, registration, selection, education, transfer, wages, hours, working conditions of duly qualified Apprentices, and the operation of an adequate Apprentice system, to meet the needs and requirements of the trade and to secure proper technical and practical education and experience in the trade by all Apprentices. Said rules and regulations, when formulated and adopted by the parties hereto, shall be recognized as part of this Agreement.

SECTION C. The JATC is hereby authorized to indenture a maximum overall industry ratio of one (1) Apprentice to each three (3) Journeypersons. The JATC shall do everything in their power to maintain the maximum number of indentured Apprentices. The JATC shall determine the placement of such Apprentices by selecting those shops most qualified to perform the training. Employers wishing to train Apprentices may file application with the JATC. All placement of Apprentices shall be through the Hiring Hall system. All Apprentices are indentured to the JATC, and the Employer does not have the unilateral authority to transfer or terminate the employment of an Apprentice without prior approval of the JATC, except that the first year or one thousand (1,000) hours of employment and seventy-two (72) hours of related instruction of an indentured Apprentice shall be considered a critical review period. The JATC shall endeavor to keep all Apprentices working while using the below ratio as a guide in placing those Apprentices who are unemployed. The first Apprentice may be dispatched following the employment of the first Journeyperson and thereafter, the Apprentice to Journeyperson ratio shall not exceed one (1) to three (3) company-wide (see Exhibit A); however, an Employer will not be entitled to a new Apprentice if the Employer has an Apprentice on layoff for lack of work, unless otherwise determined by the signatory parties hereto. When hiring a new Apprentice, preference shall be given to the area in which the project is located.

SECTION D. All applicants for apprenticeship shall be at least seventeen (17) years of age; and each Building Trades Apprentice shall serve an apprenticeship of five (5) years; unless advanced through organizing or by the JATC, and such apprentices shall not be in charge of work on any job and shall work under the supervision of a Journeyperson until apprenticeship terms have been completed and they have qualified as a Journeyperson. Supervision of apprentices may be liberalized pending ability of the individual Apprentice's knowledge of the sheet metal trade and safety procedures. All applicants shall be required, as a pre-employment qualification before receiving a dispatch, to show proof of having a valid California Driver License, and shall, during the tenure of his/her training, maintain an acceptable driving record.

A graduated gross taxable wage scale for Apprentices shall be established and maintained on a percentage basis of the established gross taxable wage rate for Class II Journeyman sheet metal workers. (See Item 1, Section A.)

SECTION E. Following notification by the JATC, each Employer shall advance his/her Apprentices from one period of apprenticeship to the next on January 1st and July 1st of each year. Future Apprentice schedules will be published based on the Class II Journeyman gross taxable rate plus fringes, as mutually agreed.

SECTION F. It is the understanding of the parties to this Agreement that the funds contributed by signatory Employers to the International Training Institute and any Local Joint Apprenticeship and Training Fund (Local JATC) will not be used to train Apprentices or Journeymen who will be employed by Employers in the sheet metal industry not signatory to a collective bargaining agreement providing for contributions to the International Training Institute and a Local JATC. Therefore, the Trustees of the International Training Institute and Local JATC shall adopt and implement a Scholarship Loan Agreement Program which will require Apprentices and Journeymen employed by signatory Employers to repay the cost of training, either by service following training within the union sector of the industry or by actual repayment of the cost of training, if the individual goes to work for a non-signatory Employer in the sheet metal industry. The cost of training shall include the reasonable value of all International Training Institute and Local JATC materials, facilities, and personnel utilized in training. If a Local JATC does not implement the Scholarship Loan Agreement, the Local JATC shall be prohibited from utilizing International Training Institute materials and programs.

SECTION G. Pursuant to the Apprentice Organizing Program established within the jurisdiction of SMWIA, Local Union No. 104 shall be utilized to effectively pursue organization efforts by all means available, including but not limited to, Apprentices as Organizers. It shall not be a violation of this Addendum for Apprentices indentured to the Local 104 and Bay Area Industry Training Fund to be granted leave of absence for a period not to exceed one semester for the purpose of participating in the Apprentice Organizing Program sponsored by the Union.

SECTION H. The parties agree that career-long skill upgrade training is necessary for an effective workforce and agree to undertake those measures available to them to encourage continuing training for sheet metal Journeymen. The parties will review the needs for specialized and skill-upgrade training and cooperate to establish necessary programs which will then be supervised by the Joint Apprenticeship Training Committee.

SECTION I. Effective January 1, 2007, there shall be no rotation of Apprentices in any area if by September 1, 2006, the parties have developed a program establishing minimum standards to insure that Apprentices will be assigned to receive training in all facets of the industry. There will be a two (2)-year trial period to evaluate the program. If at the conclusion of the trial period either party to the Collective Bargaining Agreement deems the program not to be effective, rotation shall revert to the procedures that existed prior to July 1, 2006.

SECTION J. The parties have agreed to nighttime training in all areas.

## **ITEM 25. PRE-APPRENTICE**

In the event of a conflict of this Item 25 between any rules and regulations per the language contained herein established by Sheet Metal Workers' Local 104 and Bay Area Industry Training Fund, the language of the Trust Agreement shall prevail.

SECTION A. It is hereby agreed that the Employer may apply to the Joint Apprenticeship and Training Committee (JATC) and the JATC shall grant Pre-apprentices, per the established ratios attached as Exhibit A. Apprentice ratio is based on the number of Journeymen and the Pre-apprentice ratio is based on the number of Apprentices. Any Apprentice of the Employer on layoff at the effective date of this Agreement must be rehired before said Employer is entitled to any Pre-apprentice.

In the event the Employer is entitled to employ a Pre-apprentice and the Union fails to comply with the Employer's written request to furnish a Pre-apprentice within forty-eight (48) hours, the Employer may hire such employees from any source and refer them to the JATC for enrollment.

Pre-apprentices shall make application and become eligible applicants for apprenticeship within one (1) year of date of first dispatch to an Employer. Any Pre-apprentice failing to make application, not meeting minimum requirements or actively pursuing indenture through the Local JATC shall be terminated from the Pre-apprentice program after twelve (12) months.

SECTION B. The Employer may hire Pre-apprentices to comply with ratios contained herein until such time as the Local Union can supply Journeypersons or Apprentices. A minimum of five (5) days of employment for the Pre-apprentice is hereby agreed to. Upon availability of ratios contained herein, a twenty-four (24)-hour notice shall be given to the Employer prior to dispatch.

Employer can name-call Pre-apprentices from the out of work list as long as they alternate their selection from the out of work list chronologically on a one-on-one basis. The first selection can be by the Employer.

SECTION C. The parties agree to meet and establish necessary procedures of restructuring the use of the Pre-apprentice program with regards to advancement towards apprenticeship.

## **ITEM 26. MATERIAL EXPEDITER**

SECTION A. Employers signatory to this Agreement and employing five (5) or more employees covered under the terms and conditions of this Agreement may employ a Material Expediter who shall perform such duties for the Employer as truck driving, loading, sweeping, and material handling. Said employees shall not install and/or fabricate any items covered under the terms and conditions of this Agreement.

SECTION B. It is hereby understood and agreed that said employee, when delivering materials to the jobsite, shall make only one (1) ground-floor stockpile drop per structure and shall in no instance make additional distributions from that point. The inclusion of more than one (1) such employee by any one firm must be specifically approved by the Union. A second violation of any of the conditions of this Section of this Agreement shall result in the cancellation of this Section for the Employer who so violates it.

SECTION C. The workweek for said employees shall be forty (40) hours (eight [8] hours per day, Monday through Friday). The overtime rate shall be the same as Item 7, Section B.

SECTION D. The wage and fringe payments for such employees shall be attached.

## **ITEM 27. MOONLIGHTING**

This Section shall not be applicable to employees performing work under an approved agreement with the Union.

SECTION A. The Union agrees that employees covered under the terms of this Agreement shall perform the work defined and stated under the terms of this Agreement, solely for and under the direction of Employers signatory hereto, and the Union agrees to strictly enforce the terms, conditions, and intent of this Section by whatever means not prohibited by law. The Employer agrees to notify the Union of any violations of this Section and of any of its employee members of Local 104 purchasing excessive amounts of material and/or equipment from the Employer. Any violation of this clause by the employee shall be acted upon by the Union and if found guilty by the Trial Committee, monetary penalties may be assessed.

## **ITEM 28. DEFINITION OF EMPLOYEE**

SECTION A. Any person employed by a signatory Employer to perform any of the work covered under the SFUA and Addenda thereto is hereinafter called "employee" or "worker" or "workers."

SECTION B. All sheet metal work, as defined in Article 1, shall be performed only by employees employed under terms of this Agreement and applicable Addenda. No employee shall become a contractor or subcontractor for the performance of any work covered by this Agreement. Owner/members who abandon such status and who register for referral must suspend any contractors license.

SECTION C. Employees or applicants for employment holding a state contractors license of any kind shall inactivate their license before being eligible for the use of or continued employment under the Hiring Hall facilities.

SECTION D. For the purpose of enforcing the above provisions, it shall be the mutual responsibility of Labor Management to notify the other party of any employee with a current contractors license.

**ITEM 29. DEFINITION OF EMPLOYER**

SECTION A. Certain qualifications, knowledge, experience, and financial responsibility are required of anyone desiring to be an Employer in the sheet metal industry. Therefore, an Employer is an entity that contracts for or sells sheet metal, heating or air conditioning systems, as a person, firm, corporation, or other form of business entity having these qualifications, who maintains an established permanent place of business (other than a job shack or residence), who is equipped with the tools required for the fabrication and installation of the work in which the business is engaged must be regularly and steadily engaged in such business and have suitable resources to meet payroll and other financial requirements. In addition, such Employer must be in possession of any required state contractors license, shall have a valid license in any city where legally required to do work in accordance with applicable codes and permits and shall employ at least one journeyman regularly. He/she shall carry Workers' Compensation Insurance through a reputable state-approved insurance company or the State Fund, comply with the Federal Social Security Act, and the California Unemployment Insurance Act. For purposes of this Agreement, no branch shop or operation shall be recognized unless previously approved by the Union and then only following the execution of the Collective Bargaining Agreement covering said branch shop or operation.

SECTION B. An Employer who has executed this Agreement or has otherwise agreed to be bound by this Agreement, shall be bound by all of the terms of this Agreement and the SFUA, even though such Employer has not authorized SMACNA as his/her collective bargaining agent.

Each Employer agrees to furnish the Union with the name of his/her workers' compensation and disability insurance carrier and his/her contractors license number(s). Local Union 104 shall be notified immediately if any Employer changes insurance carriers or if insurance is dropped or cancelled.

SECTION C. Owner/members, when working with tools in the shop or on the jobsite, shall comply with the working hours of the Journeyman.

**ITEM 30. MANAGEMENT RIGHTS CLAUSE**

SECTION A. Management reserves the right to manage its business and the workforce subject to terms of the Agreement herein.

**ITEM 31. LUMPING OF LABOR — PIECEWORK**

This Section shall not be applicable to employees performing work under an approved agreement with the Union.

SECTION A. No Employer shall directly, indirectly or by any subterfuge, sublet to persons, who are normally employees, any jurisdiction of work coming under this Agreement. Employees shall not be compensated on any other basis than that set forth in this contract, except nothing contained herein shall preclude awarding bonuses for outstanding achievement which is in addition to all regular wages being fully paid.

SECTION B. No Journeyman will be permitted to subcontract or lump the installation of any sheet metal or heating work or any other work under the jurisdiction of the Local Union or work in any shop where subcontracting is practiced by employees. No Journeyman, Apprentice, or applicant shall be allowed to work for him/herself after hours or on Saturdays, Sundays, or holidays. Violation of this Section shall be submitted to the Local Union. Journeymen are not restricted from working on their own property after notification to the Union.

**ITEM 32. TASK FORCE**

During the term of this Agreement, either party may bring forward any justifiable contract concern(s) in the industry. If resolve cannot be reached by Task Force, then either party may request the service of the NJAB to seek resolution, per Article X, Section 8. It is hereby understood and agreed to by all parties that Article X, Section 8 is applicable to this Agreement.



### **ITEM 33. RECOGNITION CLAUSE**

If at any time during the term of this Agreement the Union presents the Employer with proof that a majority of the Employer's employees performing work covered by this Agreement have authorized the Union to act as their exclusive representative for purposes of collective bargaining, the Employer shall immediately and unconditionally, in writing, recognize the Union, pursuant to Section 9(a) of the National Labor Relations Act, as the exclusive representative of its employees who perform such work. Proof of majority status shall consist of signed authorization cards demonstrating that not less than fifty percent (50%) plus one (1) of those employees have authorized the Union to act as their exclusive collective bargaining representative. After recognizing the Union as set forth above, the Employer waives its right to challenge the Union's status as the Section 9(a) exclusive representative before the National Labor Relations Board or before any court or arbitrator.

### **ITEM 34. STRIKES — LOCKOUTS**

**SECTION A.** There shall be no stoppage of work, either by strike or lockout, except as provided in Item 5 – PAYMENT TO FUNDS AND BONDING. However, no part of this Agreement is to be interpreted as requiring members of the Union to work behind a lawful and legally recognized and authorized Building Trades Council picket line. All such disputes shall be processed as provided in Article X of the SFUA.

**SECTION B.** It shall not be a violation of this Agreement, and it shall not be cause for discharge or discipline, if an employee refuses to enter upon any property involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket lines at the Employer's own place of business or jobs.

### **ITEM 35. EQUALITY OF OPERATIONS**

**SECTION A.** Local 104 agrees that if during the term of this Agreement any Employer performing work for or within the jurisdiction of Local 104 is granted more favorable conditions, then the same more favorable conditions will be available to all signatory Employers performing the same type of work within the jurisdiction of this Agreement. Upon the Association's request, Local 104 agrees to furnish the Association a copy of each local agreement they are a party to for work performed within their jurisdiction within thirty (30) days following execution of each agreement. This clause shall not be applicable to: (a) work for which relief under (Item 47) Resolution 78 or similar programs has been granted to all eligible bidding contractors who have applied for relief prior to bid; (b) under project agreements; (c) in newly organized shops with respect to work existing at time such shops were organized. Equality of Operations Clause shall only be applicable to different conditions in each geographical dispatch area and work performed in or for that area.

### **ITEM 36. INTERPRETATION OF AGREEMENT AND GENERAL SAVINGS CLAUSE**

**SECTION A.** It is the intent of the parties that all provisions of this Agreement shall apply only to the full extent consistent with then existing applicable law.

**SECTION B.** If any Article or Item of this Agreement or any portion thereof, becomes invalid, illegal, or unenforceable in any way, only that Article, Item or portion thereof shall be severed from this Agreement and all of the other provisions of this Agreement shall remain in full force and effect. The parties agree to meet and negotiate a substitute provision. If negotiations are unsuccessful, the issue may be submitted for resolution by either party pursuant to Article X, Section 8 of this Agreement.

### **ITEM 37. INTEGRITY CLAUSE**

To protect and preserve for the employees covered by this Agreement, all work they have traditionally performed that is covered by this Agreement (covered work), and to prevent any device or subterfuge to avoid the protection and preservation of such covered work, it is agreed as follows: All covered work performed by the Employer shall be performed by employees covered by this Agreement and pursuant to the terms of this Agreement, regardless of whether the work is done by the Employer either (1) under its own name or (2) under the name of another business entity (whether organized as a corporation, company, partnership, joint venture, or otherwise) wherein the Employer exercises actual or active control over the assignment of work.

## ITEM 38. SMWIA/SMACNA DRUG POLICY

### SMWIA/SMACNA JOINT ALCOHOL AND SUBSTANCE ABUSE COMMITTEE SUBSTANCE TESTING POLICY

**PREFACE:** Alcohol/substance abuse is recognized as a treatable illness. The desired result is rehabilitation. The preferred procedure is through referral to a locally operated industry Employee Assistance Program (EAP). The EAP should provide employee and supervisor educational programming, individual and family counseling, as well as treatment referral services. Workplace problems arising out of an employee's relationship with substance abuse may warrant a variety of management responses, including referral for treatment, testing, disciplinary action, or even termination of employment. This statement addresses the testing issue only.

No substance-testing program should be implemented unless there is an EAP implemented to provide treatment for bargaining unit employees.

**GENERAL PROVISIONS:** The SMWIA/SMACNA Joint Alcohol Substance Abuse Committee regards blood/urine testing as problematic and does not advocate reliance on such procedures to identify individuals with an alcohol/chemical dependency. However, certain circumstances support substance testing as a warranted vehicle for determining possible impairment and/or propensity for substance abuse. These include:

1. Pre-employment screening.
2. Probable cause.
3. Work opportunity mandated testing.

Whenever testing is utilized, it shall be accomplished through dignified and humane procedures, insuring complete confidentiality of specimen custody and test results. The individual being tested and the EAP shall have access to the test results. The sheet metal Employer (or JATC) and Union shall be notified of the positive or negative results only.

For all testing, tests shall be conducted by qualified and accredited laboratories which comply with the scientific and technical guidelines for federal drug testing programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse, and Mental Health Administration of the United States Department of Health and Human Services or standards established by the applicable state having jurisdiction—whichever are the more stringent—maintain high quality control procedures, and follow manufacturer's protocols. All initial positive tests shall be subject to confirmation assay, such as a Gas Chromatography with Mass Spectrometry. The levels of detected substances for determining positive results shall be those established as legitimate by the Alcohol, Drug Abuse, and Mental Health Administration of the United States Department of Health and Human Services or those established by the state having jurisdiction—whichever are the more stringent.

**PRE-EMPLOYMENT SCREENING:** The screening of new prospective employees (job applicants, not members of the Union) may be implemented to ascertain whether an applicant is capable of safely performing the duties of and meeting the prerequisites for the employment proffered.

Therefore, pre-employment drug/alcohol testing of applicants, not currently members of the Union, for sheet metal positions covered by the terms of a collective bargaining agreement, may screen out those with a substance abuse problem.

**PROBABLE CAUSE:** Substance testing may be implemented when there is "probable cause." Probable cause shall be defined as those circumstances, based on objective evidence about the employee's conduct in the workplace that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence include, when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, erratic, or atypical behavior, otherwise appears unable to perform his/her job in a safe manner.

**WORK OPPORTUNITY MANDATED TESTING:** In all situations where an Employer is required to agree to a testing program in order to qualify as a bidder on the project, testing may be required, but only if performed in accordance with these standards and applied uniformly to all personnel having access to the workplace. There shall be no discrimination against any employee who refuses a job assignment to a project that has drug testing.



PROVISO: Testing in any of the above situations shall be conducted and governed in accordance with the general provisions of this policy statement.

### **ITEM 39. PHYSICAL EXAMS**

SECTION A. No applicant for employment dispatched from any Hiring Hall maintained by Local Union No. 104 shall be required as a condition of employment, to submit to a physical examination.

### **ITEM 40. WORK PRESERVATION**

To protect and preserve, for all workers who may be covered by this Agreement, all work that has been performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of work, it is agreed that all the work requiring fabrication shall be performed within the geographical jurisdiction of Local 104, either in the shop or on the jobsite, by workers who may be employed under this Agreement.

This "preservation of work clause" shall be enforceable only as to Employers that have signed the SFUA which includes the Addendum between Local 104 and the Bay Area Association. This clause shall not be enforceable as to any Employer that may become bound to the Addendum between Sheet Metal Workers' Local Union No. 104 and the Bay Area Association solely as a result of Article VIII, Section 6 of the SFUA.

It is agreed that this "preservation of work clause" and the equalization clause of Section 2 of Article VIII, Section 2 of Article II, and Section 1 of Article III shall not be applicable to the manufacture for sale to the trade or purchase of the following items:

1. Ventilators
2. Louvers
3. Automatic and fire dampers
4. Radiator and air conditioning unit enclosures
5. Fabricated pipe and fittings for residential installations
6. Mixing (attenuation) boxes
7. Plastic skylights
8. Air diffusers
9. Grilles
10. Registers
11. Sound attenuators
12. Chutes
13. Double-wall panel plenums
14. Angle rings

It is further agreed this "preservation of work clause" shall not be applicable to residential work, as defined in the locality, service work, industrial work, kitchen equipment work, siding and decking work, flex or spiral pipe (round and oval), pipe lock, and double-wall ductwork.

### **ITEM 41. DRIVER INSURABILITY**

While this provision is not applicable to employees not required to operate a motor vehicle by the Employer, it is agreed that employees required to drive on behalf of an Employer may be rejected or terminated if not in possession of a valid driver license or when not insurable or insurable only at excessive non-standard rates imposed by assigned risk status.

### **ITEM 42. EQUAL OPPORTUNITY**

SECTION A. The parties to this Agreement agree not to discriminate against any employee or applicant for employment based on race, religion, ethnicity, gender, sex, sexual orientation, age, or national origin.

## ITEM 43. PRESERVATION OF EMPLOYMENT OPPORTUNITY

{SAN FRANCISCO ~ PREAMBLE AND RULES GOVERNING USE OF CONDUIT AND FLEXIBLE DUCT FOR SUPPLY AND/OR RETURN SYSTEMS AND FABRICATED ITEMS: Historically, the sheet metal worker, a skilled Journeyman with five (5) years' apprenticeship training, has always been unique in that she has fabricated what he/she has erected. While other crafts in the building trades erected material fabricated by others, the sheet metal worker historically fabricated many items he/she erected. Lately, the introduction of production-made products for the conveying and distribution of air conditioning systems has posed a serious threat to the nature and extent of job opportunities of the sheet metal worker. Convinced that the introduction of these items, which are intended to reduce labor costs with resultant loss of job opportunities and give no benefits of automation to the sheet metal workers, and reduce his/her trade to an erection trade only, and obviate the need for and the use of his/her skills as a fabricating craftsman, the sheet metal worker and his/her Union have insisted that reasonable rules be adopted for the conservation and spreading of work opportunities and his/her term of employment. To meet these demands for the preservation and extension of work opportunities and job conditions, and in consideration of the Union dropping many demands similarly designated to conserve work opportunities, and to protect working conditions, the Employer has consented to the following Rules Governing Use of Conduit and Flexible Duct for Supply and/or Return Systems, which the Union deems necessary.

### RULES GOVERNING USE OF CONDUIT AND FLEXIBLE DUCT FOR SUPPLY AND/OR RETURN SYSTEMS

#### A. GENERAL

1. The use of conduit and flexible duct is divided into categories:
  - (A) Airtight (high pressure)
  - (B) Conventional
2. The classification of a system for this purpose will not be determined by static pressure or velocity, but rather by the following requirements:
  - (A) A high pressure system will have airtight ductwork of special construction. It will be made airtight by mechanical means such as welding, gasketing and/or a high pressure sealant.
  - (B) In addition, for a system to be considered high pressure, it must have pressure reduction devices such as one of the following:
    - a. Pressure reducing valve lined duct.
    - b. Pressure reducing valve with sound trap.
    - c. Attenuation box with pressure reducing valve.
    - d. Double duct, or mixing box with valves.
    - e. Peripheral high velocity systems.
3. Any supply system that does not have both airtight construction and a pressure reduction device will be considered a conventional system.
4. The requirements in number 2 above, refer to both supply and return systems, except in addition to the aforementioned, a high velocity return system must have metal flues or metal risers to be considered high pressure and be of airtight construction to qualify.

#### B. CONVENTIONAL SYSTEMS (above ground)

1. The use of flexible duct is not permitted on a conventional system, except where a special type of outlet requiring an "in-between" connection is necessary. This connection may be made by using one (1) seventy-two (72)-inch maximum length of flexible duct.

#### C. HIGH PRESSURE SYSTEMS (airtight)

1. Peripheral systems (single or double duct)
  - a. The use of conduit shall not be restricted.

- b. Flexible duct may be used where a special type of outlet requiring an "in-between" connection is necessary; this connection may be made by using one 72 inch maximum length flexible.

For the purpose of this Agreement, conduit is defined as a metal conveyor for the distribution of air in high velocity air conditioning and/or heating and ventilation systems. Round fitting(s) of 22 gauge and heavier are included in this definition.

These provisions are applicable only to commercial installations in the City and County of San Francisco.}

#### **ITEM 44. SUCCESSORSHIP**

If during the term of this Collective Bargaining Agreement, an Employer sells, leases, transfers his/her business, he/she shall notify the new entity of the existence of the Collective Bargaining Agreement and copy the Union within thirty (30) days prior to the date of transfer.

#### **ITEM 45. POLITICAL CONTRIBUTIONS**

The Employer agrees to honor any political contribution deduction authorized by its employees who are Union members. Upon request, the Union will provide the Employer with Political Contribution Deduction Authorization forms.

#### **ITEM 46. SERVICE WORK**

**SECTION A. DEFINITION OF SERVICE** - Service is hereby defined as the maintenance, repair, adjustments, alteration, and cleaning necessary to make operative any heating, air conditioning, food service equipment, refrigeration, and/or other types of equipment. Included herein, is the replacement of equipment and/or parts deemed necessary and proper to provide an operable system. Service Journeypersons or Apprentices may perform check, test, start, warranty, and other incidental work to provide an operable system on new construction projects.

**SECTION B. SERVICE WORKWEEK – OVERTIME RATE** – The workweek may be scheduled Monday through Friday, or Tuesday through Saturday. The normal workday shall be eight (8) hours between 7:00 a.m. and 3:30 p.m. Start time between 6:00 a.m. and 8:00 a.m. (other than 7:00 a.m.) may be implemented by notification to the Union prior to implementation. Servicepersons allowed "flextime" up to ten (10) consecutive hours per day, between the hours of 6:00 a.m. through 6:00 p.m., not to exceed forty (40) hours per week. (A one half [ $\frac{1}{2}$ ]-hour lunch period shall be taken approximately halfway through all shifts, and a second one half [ $\frac{1}{2}$ ]-hour meal period when working more than ten [10] hours per day, and an additional one half [ $\frac{1}{2}$ ]-hour meal period for each four [4] hours worked thereafter. In addition, one [1] ten [10]-minute rest period shall be provided for each four [4] hours worked or major fraction thereof.)

**MONDAY THROUGH FRIDAY** – The first four (4) hours worked outside of the employee's normal work hours, shall be paid at the rate of time and one half ( $1\frac{1}{2}$ ). The first eight (8) hours worked on Saturday during the employee's normal work hours shall be paid at the rate of time and one half ( $1\frac{1}{2}$ ). All other overtime, including any work on Sundays and holidays, shall be paid at the double (2) time rate of pay.

**TUESDAY THROUGH SATURDAY** – The first four (4) hours worked outside of the employee's normal work hours shall be paid at the rate of time and one half ( $1\frac{1}{2}$ ). All other overtime, including any work on Sundays, Mondays, and holidays, shall be paid at the double (2) time rate of pay.

The Employer shall give prior notification to the proper dispatch office of implementation of alternating workweeks for Service employees and of which employees have been scheduled for the alternating workweeks. Prior notification to the proper dispatch office is required prior to a change in workweek scheduling. Any diversion or change in scheduling to avoid overtime payments shall be considered a violation of this provision.

**SECTION C.** These terms and conditions shall apply to employees performing the work covered by this Agreement on a continuous basis, Building Trades Service Journeypersons and Building Trades Service Apprentices.

**SECTION D.** An individual with verified prior experience and/or formal training in the field may take such test(s) as required and administered by the JATC, and if the individual successfully passes said test(s), may request a waiver from class participation. The JATC shall determine placement based on an equitable scoring system.

**SECTION E. PERSONAL TOOLS** - The employee shall provide for themselves the following set of tools: assorted screwdrivers, pliers (dikes, needle nose, channel locks, lineman pliers), sheet metal hammer, ball peen hammer, assorted nut drivers, assorted crescent wrenches (4" through 12"), one tool belt, one tool box, ½", ¾", and 1" socket sets, flashlight, 12' tape measure, hacksaw frame, and small set of Allen wrenches. These tools shall have total monetary cost not to exceed four hundred-fifty dollars (\$450.00). The Employer shall provide all special tools and instrumentation.

**SECTION F. ON-CALL PROVISION** - When a Service employee is required to be "on call," he/she shall receive compensation in the amount of two (2) hours straight time gross taxable wages for each day or portion thereof, that he/she is required to be "on call." If said Service employee is called upon to perform work while "on call," this provision will not be applicable and the employee shall be compensated at a minimum of two (2) hours' pay at the appropriate overtime rate for that day.

#### **ITEM 47. RESOLUTION 78**

The Business Manager of SMWIA Local Union No. 104 has the exclusive authority, per the SMWIA Constitution and Ritual and this Agreement, to expand conditions of this Agreement or take whatever steps necessary, including additional flexible conditions on a particular job, to ensure that such work will be captured for our members and the industry.

Contractors requesting Resolution 78 shall contact their local dispatch office for a Resolution 78 application that is to be completed and mailed or faxed to the SMW Local 104 Business Manager for consideration prior to bid.

#### **ITEM 48. SIGNING OF AGREEMENT**

**SECTION A.** The following SMACNA Chapters have assigned all bargaining rights and obligations to the Bay Area Association of SMACNA Chapters: SMACNA Greater Oakland Chapter, Redwood Empire Chapter, San Francisco Chapter, San Mateo Chapter, and Santa Clara Chapter. It is understood and agreed that irrespective of membership in the Association, and/or its affiliated chapters each individual Employer shall sign an individual contract.

The Bay Area Association shall provide copies of the individual Employer Assignment of Bargaining Rights to the Union, together with such signed statement(s) as may from time to time be required and necessary to assure prompt enforcement of the terms and conditions of the Agreement.

**SECTION B.** In applying the provisions of Section A above, and before dispatching employees covered by this Agreement to an Employer who does not have a recognized local permanent shop within the jurisdiction of this Agreement, the Union shall require such Employer to sign a stipulation to the effect that he will conform with all contractual requirements in this jurisdiction and also will make the appropriate fringe benefit contributions.

**SECTION C.** The Union agrees to furnish the Association on a continuous basis, a current copy of each signed Agreement as set forth in Sections A and B above.

**SECTION D.** The Union and the Association agree to negotiate additional contracts covering industrial and residential.

#### **ITEM 49. ALTERNATIVE DISPUTE RESOLUTION (A.D.R.)**

The parties agree to meet and develop an Alternative Dispute Resolution Plan. (See Exhibit B.)

**LIGHT COMMERCIAL  
ADDENDUM NUMBER TWO  
TO THE  
STANDARD FORM OF UNION AGREEMENT**

All firms signatory hereto are bound to the Standard Form of Union Agreement (A-01-05), hereinafter "SFUA," and Addendum One. This Addendum modifies and/or amends those terms or conditions of the SFUA and Addendum One when firms signatory hereto perform work described by this Addendum. Any contract items not specifically addressed/defined in this Addendum shall remain governed by the terms of the SFUA and Addendum One.

**ITEM 1. AREA AND TERM OF ADDENDUM**

SECTION A. This Addendum applies to all light commercial work performed by employees covered by Local 104's SFUA and Addendum One.

SECTION B. Item 5 of this Addendum is effective July 1, 2006, for all light commercial work regardless of the date of bid or purchase order.

All other Items of this Addendum are applicable only to light commercial work done pursuant to bids or purchase orders dated after June 29, 2006, the date of ratification of this Addendum.

SECTION C. Light commercial work done pursuant to bids or purchase orders dated on or before June 29, 2006, shall be governed by the terms (other than wages/fringes) of the Light Commercial Addendum that was appended to the 1994 - 2006 SFUA.

SECTION D. This Addendum shall remain in full force and effect until June 30, 2010.

**ITEM 2. DEFINITIONS**

SECTION A. Light Commercial includes any HVAC systems or architectural sheet metal work with a contract value of two hundred thousand dollars (\$200,000.00) or less, with no height restriction, unlimited dollar amount on pre-engineered, pre-manufactured metal roofing, and siding.

SECTION B. In calculating the two hundred thousand dollar (\$200,000.00) limit on HVAC systems, the contract price shall include all costs for equipment, diffusers, controls (except propriety control systems by others), detailing, etc., as well as all duct fabrication and installation.

SECTION C. Job Notification: Employers are required to notify Employees prior to performing any work covered by this Agreement.

**ITEM 3. CLASSIFICATIONS**

SECTION A. Effective July 1, 2006, the following classifications shall be eligible to perform work under this Addendum as addressed: Building Trades/Light Commercial Journeyperson, Building Trades Apprentice, Pre-apprentice, Service Mechanic, Service Technician/Apprentice, New Residential Journeyperson, and Air Conditioning Specialist/Apprentice/Applicant.

SECTION B. New Residential Journeypersons, Air Conditioning Specialists, and Air Conditioning Specialist Apprentices/Applicants in the employ of the contractor shall be eligible to perform work in the field only.

SECTION C.

- I. The parties hereby agree to establish a voluntary 216-hour training program that will be made available to any full-step Air Conditioning Specialist who has three (3) or more years' experience. Upon successful completion of the program, including the exit exam, they shall obtain New Residential Journeyperson status.
- II. A contractor may sponsor a full-step Air Conditioning Specialist (currently in their employ for a minimum of twelve [12] months with four [4] years' or more experience), to become a New Residential Journeyperson. Such request must be in writing on company letterhead and addressed to the Local Union.

III. During periods of time when the industry is experiencing labor shortages in the residential market and Local Union No. 104 is advertising the New Residential Journeyman test for recruiting, a full-step Air Conditioning Specialist (with four [4] years' or more experience) shall be eligible to challenge the New Residential Journeyman test.

IV. A New Residential Journeyman may be dispatched at the Building Trades Journeyman Residential rate with a written request to the Union by the Employer.

**ITEM 4. AIR CONDITIONING SPECIALIST RATIO**

SECTION A. For each Building Trades Apprentice, Employers shall be entitled to only one (1) of the following: New Residential Journeyman, Air Conditioning Specialist, or Air Conditioning Specialist Apprentice/Applicant.

SECTION B. To provide the best possible continued stable employment, the Employer shall employ unemployed Sheet Metal Air Conditioning Specialists/Apprentices before new applicants will be dispatched.

SECTION C. Recognizing that Air Conditioning Specialist Apprentices require direction and assistance in the performance of the installation of materials and equipment necessary for the completion of a heating and/or air conditioning system, as well as various architectural sheet metal and sheet metal roofing; the Employer shall have such employees work in conjunction with either a New Residential Journeyman or Building Trades/Light Commercial Journeyman.

**ITEM 5. WAGES**

SECTION A. The following wage/fringe increases shall be allocated as determined by the Local Union No. 104 members working under the terms and provisions of this Agreement. Such allocations shall be made to wages or to existing fringes or to any new funds as may be mutually agreed to by the parties.

SECTION B. The current minimum Wage/Fringe Schedules for all classes of employees covered by this Addendum shall be attached and considered appendices of this Addendum.

**WAGE INCREASE PER HOUR**

	<u>7.1.06</u>	<u>1.1.07</u>	<u>7.1.07</u>	<u>7.1.08</u>	<u>7.1.09</u>
Light Commercial Journeyman	\$3.00	\$2.00	\$4.00	\$5.00	Wage reopener
Service Technician	\$1.80	\$1.20	\$2.40	\$3.00	Wage reopener
AC Specialist	\$1.75	\$1.75	\$2.00	\$2.00	Wage reopener
New Residential Journeyman		\$1.25	\$2.00	\$2.00	Wage reopener

Service Mechanic shall receive no less than fifteen percent (15%) above the Service Technician's total package.

New Residential Journeyman shall have a total package of thirty-nine dollars and seventy-five cents (\$39.75) effective July 1, 2006.

Building Trades Apprentice, Pre-apprentice, and Material Expediter – See Addendum One, Item One.

SECTION C. The Service Technician Apprentice gross taxable wage shall be based on the Service Technician gross taxable wage percentages as follows:

- 1st six (6) months – Sixty percent (60%)
- 2nd six (6) months – Seventy-five percent (75%)
- 3rd six (6) months – Eighty-five percent (85%)
- 4th six (6) months – Ninety-five percent (95%)

The contributions for Service Technician Apprentice to the Funds are made on the following percentages of the Service Technician contribution:

Northern California Pension: Forty-eight percent (48%)  
 Local Supplemental Pension: Twenty percent (20%)  
 National Pension: Seventy-nine percent (79%)  
 Health Care (Schedule II), Local Training, Scholarship Fund, NEMIC, SMOHIT, and Industry Promotion Fund shall be one hundred percent (100%).

SECTION D. The Air Conditioning Specialist Apprentice gross taxable wage shall be based on the Air Conditioning Specialist gross taxable wage percentages as follows:

1st six (6) months – Sixty percent (60%)  
 2nd six (6) months – Seventy percent (70%)  
 3rd six (6) months – Eighty percent (80%)  
 4th six (6) months – Eighty-five percent (85%)

The contributions for Air Conditioning Specialist Apprentice to the Funds are made on the following percentages of the Air Conditioning Specialist contribution:

Northern California Pension: Thirty-four percent (34%)  
 Local Supplemental Pension: Forty-four percent (44%)  
 National Pension: Seventy-four percent (74%)  
 Health Care (Schedule II), Local Training, Scholarship Fund, NEMIC, SMOHIT, and Industry Promotion Fund shall be one hundred percent (100%).

SECTION E. Any contractual wage increase allocated by Air Conditioning Specialist to the base wage shall be in addition to their current base wage for their current Employer at that time. No member shall suffer a wage reduction due to the signing of this Agreement.

SECTION F. Any current Air Conditioning Specialist placed into the Building Trades Apprenticeship program shall have their gross taxable wages frozen until such time as those wages are contractually surpassed for their current Employer.

SECTION G. Air Conditioning Specialist Applicants shall receive no less than the base wage of the first six (6) months Air Conditioning Apprentice. If still in the employ after sixty (60) days, the applicant shall receive Schedule II Health Care benefits from date of hire; and all other benefits shall begin thereafter, and such applicant will enroll and participate in the training program.

## **ITEM 6. SUPPLEMENTAL PENSION CLASSIFICATIONS**

There shall be four (4) Supplemental Pension classifications of employees covered under the Light Commercial Addendum for Air Conditioning Specialist, New Residential Journeyman, Service Mechanic, and Service Technician. Classification is based upon industry seniority under Collective Bargaining Agreements with the Union and the attainment of advanced levels of experience and status within the trade. Applicable terms and conditions of this Addendum shall be applied in accordance with attained classification. Applications for classification designations shall be submitted to the Financial Secretary of the Union and upon approval that the applicant has attained the requisite experience as outlined below, the employee, by designation of classification, authorizes the Employer to deduct Supplemental Pension amounts from his/her wages up to the amount as identified in the attached schedule listing each applicable classification.

Class I employees shall consist of all Air Conditioning Specialist Apprentices, and Service Technician Apprentices.

Class II employees shall consist of Air Conditioning Specialists, New Residential Journeymen, Service Mechanics, and Service Technicians who have successfully completed their course of training as outlined in the Agreement between the parties hereto.

Class III employees shall consist of employees who have successfully completed Air Conditioning Specialists, Service Technician training and who have completed at least one (1) year at the trade at the regular specialist level or above, under Local 104 Collective Bargaining Agreements.

Class IV employees shall consist of Air Conditioning Specialists or Service Technicians who have completed at least five (5) years at the trade after completion of initial training under Local 104 Collective Bargaining Agreements.

Each employee shall submit, by mail, to the Financial Secretary of the Local Union any classification change request postmarked no later than November 23 of each year. Upon approval by the Union, such classification shall be effective the following January 1. The Union shall notify the Employers of the approved classification of each employee on or before December 10. Any Employer not so advised shall, effective January 1 of the following year, contribute for such employees at their current classification and such classification shall continue through December 31. Classification change notifications shall be in writing on an approved form and in accordance with the rules and regulations adopted by the Union and approved by the Bay Area Association of SMACNA Chapters. Upon notification by the Union to the Employer of an approved classification change, the Employer shall pay wages and fringe contributions at the approved classification level unless and until notified by the Union of a classification change. In no event, however, shall a classification change be implemented except by proper notification from the Union, and no more than one (1) classification change may be effected during any calendar year, and shall be effective as of January 1, provided the Employer receives notice of such change on or before the immediately preceding December 10.

#### **ITEM 7. WORKWEEK AND OVERTIME**

The regular workweek shall consist of forty (40) hours, Monday through Friday, eight (8) hours per day, between the scheduled hours of 6:00 a.m. and 4:30 p.m. The first two (2) hours of overtime each day, Monday through Friday, immediately preceding or following the normal workday, shall be paid at time and one half (1½). In addition, the first eight (8) hours of the normal workday on Saturday, shall be paid at time and one half (1½). All other overtime, including Sundays and holidays, and Saturdays, in conjunction with a Monday or Friday holiday, shall be paid at double (2) time (mealtime, make-up day, lunch period, rest period, and four [4]-tens [10s], per Addendum One, Item 7).

**ITEM 8. SERVICE WORK** – Item 46 of Addendum One shall be modified as follows:

**SECTION A. DEFINITION OF SERVICE** - Service is hereby defined as the maintenance, repair, adjustment, alteration, and cleaning necessary to make operative any heating, and/or air conditioning constant volume package unit or split system with remote condenser. Included herein is the replacement of equipment and/or parts deemed necessary and proper to provide an operable system. Service Journeyman/Apprentice, Service Mechanic, Service Technician/Apprentice may perform, check, test, start, warranty, and other incidental work to provide an operable system on projects, as described in Item 2, Sections A and B of this Agreement.

**SECTION B. WORK RESTRICTIONS** - Service Mechanics and Service Technicians/Apprentices shall not be permitted to work in the shop except for the loading or stocking of materials related to service.

**SECTION C. SUPERVISION RESTRICTION** - A Sheet Metal Service Technician Apprentice, where capable, shall not be required to work under the supervision of a Journeyman.

**SECTION D.**

- I. The parties hereby agree to establish a voluntary two hundred sixteen (216)-hour training program that will be made available to any Service Technician. Upon successful completion of the program, including the exit exam, they shall obtain Service Mechanic status and shall receive no less than fifteen percent (15%) above the Service Technician total package.
- II. A contractor may sponsor a Service Technician (currently in their employ, for a minimum of six [6] months) with four (4) years' or more experience to become a Service Mechanic. Such request must be in writing on company letterhead and addressed to the Local Union.
- III. During periods of time when the industry is experiencing labor shortages in the service market and Local Union No. 104 is advertising the Service Mechanic test for recruiting, a Service Technician with four (4) years' or more experience shall be eligible to challenge the Service Mechanic test.



- IV. Any employee who obtains Service Mechanic status as stated above shall only perform work covered under this Addendum.
- V. A Service Mechanic may be dispatched at the Building Trades Journeyman Residential rate with a written request to the Union by the Employer.

#### **ITEM 9. PENALTIES**

A. The first violation of this Addendum, particularly with regard to work assignment, as determined by the grievance procedure established under Article X of the SFUA shall result in a penalty of revocation of this Addendum for a minimum of thirty (30) days and/or a ten thousand dollar (\$10,000.00) fine. The fine shall be payable to existing funds at the local Union's discretion. The above penalties shall be a minimum penalty for first time violations. A second violation may result in permanent revocation of the Light Commercial Addendum. Members in violation of this Addendum shall be subject to Article Seventeen (17) of the Sheet Metal Workers' International Association Constitution and Ritual.

#### **ITEM 10. SAN FRANCISCO FLEX RESTRICTION**

Unrestricted use of flex on light commercial projects in San Francisco. Commercial projects in San Francisco shall continue to adhere to flex restrictions addressed in San Francisco's Addendum One. The use of flex may be implemented as noted unless otherwise directed by project plans and specifications.

**WESTERN STATES COUNCIL OF  
CALIFORNIA, ARIZONA, NEVADA, AND HAWAII**

**LOCAL UNIONS' ADDRESSES AND PHONE NUMBERS**

**LOCAL UNION NO. 26, RENO, NEVADA**

P.O. Box 26, Sparks, NV 89432

1819 Hymer Avenue, Sparks, NV 89431 . . . . . 775.352.9226

JURISDICTION: Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Nye (the Northern portion of the "First Standard Parallel Line North of the 38 Latitude"), Ormsby, Pershing, Storey, and Washoe Counties

**LOCAL UNION NO. 88, LAS VEGAS, NEVADA**

2560 Marco Street, Las Vegas, NV 89115 . . . . . 702.452.4799

JURISDICTION: Clark, Esmeralda, Lincoln, Nye (the Southern portion at the "First Standard Parallel Line North of the 38 Latitude"), and White Pine Counties

**LOCAL UNION NO. 104, SAN FRANCISCO, CALIFORNIA**

1939 Market Street

San Francisco, CA 94103.1085 . . . . . 415.621.2930

JURISDICTION: San Francisco County

**LOCAL UNION NO. 104, BURLINGAME, CALIFORNIA**

959 Hinckley Road

Burlingame, CA 94010.1503 . . . . . 650.697.0664

JURISDICTION: San Mateo County

**LOCAL UNION NO. 104, SAN LEANDRO, CALIFORNIA**

1720 Marina Boulevard

San Leandro, CA 94577.4203 . . . . . 510.895.8660

JURISDICTION: Alameda and Contra Costa Counties

**LOCAL UNION NO. 104, SAN JOSE, CALIFORNIA**

2350 Lundy Place

San Jose, CA 95131.1820 . . . . . 408.263.9705

JURISDICTION: Santa Clara County

**LOCAL UNION NO. 104, CASTROVILLE, CALIFORNIA**

11060 Commercial Parkway

Castroville, CA 95012.0940 . . . . . 831.633.3585

JURISDICTION: Monterey, Santa Cruz, and San Benito Counties

**LOCAL UNION NO. 104, PETALUMA, CALIFORNIA**

610 E. Washington Street, Suite C

Petaluma, CA 94952.5916 . . . . . 707.763.6676

JURISDICTION: Marin, Sonoma, Napa, Solano, Lake, and Mendocino Counties

**LOCAL UNION NO. 104, EUREKA, CALIFORNIA**

9th & E Streets

Eureka, CA 95501.0430 . . . . . 707.443.8158

JURISDICTION: Humboldt, Trinity, and Del Norte Counties

**LOCAL UNION NO. 105, LOS ANGELES, CALIFORNIA**

2120 Auto Centre Drive

Glendora, CA 91740 . . . . . 909.305.2800

JURISDICTION: Kern, Inyo, Mono, Orange, Riverside, Los Angeles, and San Bernardino Counties

**LOCAL UNION NO. 105, BAKERSFIELD, CALIFORNIA**

601 Eureka Street

Bakersfield, CA 93305 . . . . . 661.323.4461

JURISDICTION: Bakersfield

**LOCAL UNION NO. 162, SACRAMENTO, CALIFORNIA**

2840 El Centro Road, Suite 110

Sacramento, CA 95833 ..... 916.922.1133

JURISDICTION: Amador, Butte, Colusa, El Dorado, Glenn, Kern, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yolo, and Yuba Counties

**LOCAL UNION NO. 162, STOCKTON, CALIFORNIA**

2707 East Fremont Street, #2

Stockton, CA 95202 ..... 209.939.9375

JURISDICTION: San Joaquin, Calaveras, and Alpine Counties

**LOCAL UNION NO. 162, FRESNO, CALIFORNIA**

4584 East Floradora Avenue

Fresno, CA 93703.4419 ..... 559.255.0454

JURISDICTION: Fresno, Madera, Kings, and Tulare Counties

**LOCAL UNION NO. 162, MODESTO, CALIFORNIA**

841 Lone Palm Avenue, Suite A

Modesto, CA 95351 ..... 209.523.1323

JURISDICTION: Stanislaus, Merced, Tuolumne, and Mariposa Counties

**LOCAL UNION NO. 206, SAN DIEGO, CALIFORNIA**

4594 Mission Gorge Place

San Diego, CA 92120 ..... 619.265.0501

JURISDICTION: San Diego and Imperial Counties

**LOCAL UNION NO. 273, SANTA BARBARA, CALIFORNIA**

5949 Hollister Avenue, Suite B

Goleta, CA 93117 ..... 805.681.7166

JURISDICTION: Santa Barbara (Santa Barbara, San Luis Obispo, and Ventura Counties), Channel Islands, namely San Miguel, Santa Rosa, Santa Cruz, and San Nicholas

**LOCAL UNION NO. 293, HONOLULU, HAWAII**

1405 North King Street, 4th Floor

Honolulu, HI 96817 ..... 808.841.5078

JURISDICTION: The Hawaiian Islands

**LOCAL UNION NO. 359, PHOENIX, ARIZONA**

2604 East Adams Street

Phoenix, AZ 85034 ..... 602.273.1388

JURISDICTION: Arizona State

*Notes*







BAY AREA OUTDOOR ADVERTISING AGREEMENT  
**2010-2013**

THIS AGREEMENT, made and entered into as of this 1st day of May, 2010, by and between CBS Outdoor of Northern California party of the first part, and hereinafter referred to as the "employer", and Sign, Display and Allied Crafts Local Union No.510 (the "Union") affiliated with the IUPAT and District Council 36, hereafter referred to as the Union.

**WITNESSETH:**

For and in consideration of the continuance of harmonious relations which have existed for years between the parties above referred to, and the maintenance and stability in the conditions of employment and the continuance of mutually beneficial personal relations, and for the purpose of preventing strikes and lockouts by facilitating just and peaceful adjustments of disputes and grievances that may arise from time to time, the parties hereto have agreed that the understanding hereinafter set forth shall be binding on all parties hereto individually and collectively.

**ARTICLE I. JURISDICTION.**

A. Sign, Display and Allied Crafts Local Union #510, shall have jurisdiction over all sign and/or graphic work, screen process work, show card writing, advertising displays, pattern and sketch making, scotchlite and similar reflective

materials in accordance with past practice.

B. The jurisdiction of this Local Union shall extend over territory equal to one-half the distance between this City and any other City in any direction wherein exists a regularly constituted Sign, Pictorial and Displaymen's Local Union.

## **ARTICLE II. RECOGNITION OF LOCAL**

A. The employer recognizes Sign, Display and Allied Crafts Local Union No. 510, as the sole collective bargaining agent for all its employees covered by Article I and/or Article IV.

B. The employer agrees that as a condition of employment, all persons covered by this agreement and the classifications of work set forth in Article I and Article IV of this agreement, shall become members in the union on or before the thirty-first day following the beginning of such employment or the effective date of this agreement, whichever is the later.

C. The employer shall be the sole judge of the competence of the employees covered by this agreement.

D. All present employees covered by this agreement, who are members in good standing in the union as of the effective date of this agreement, and the employees who may subsequently become members of the union, must continue as members in good standing in the union for the duration of this agreement as a condition of continued employment.



E. The employer recognizes and shall not interfere with the rights of its employees to become members of the union. There shall be no discrimination, interference, restraint or coercion by the employer or any of its agents against any member of the union because of membership therein, or in union activities.

F. The employer will not recognize or otherwise aid, promote or finance any competing labor organization, employee representation plan, or any other group which will hinder or interfere with collective bargaining between the employer and the union or make any agreement with such organization for the purpose of undermining the union.

G. In the event the union is unable to supply competent journeymen pictorial painters, painters' helpers, apprentices or other employees covered by this agreement satisfactory to the employer, the employer shall be free to employ such other help as it may require, provided that help so engaged shall become members in the union as set forth in Article VII herein, and they shall become members in the union as set forth in Article II, B, of this agreement.

### **ARTICLE III. SUB-CONTRACTING.**

A. The Employer shall not directly or indirectly, by any subterfuge, sublet or contract with persons who are normally employees, all or any part of the labor services required by any contract of such Employer. No Employer or employee or their agents shall give or accept directly or indirectly any

rebate or wages.

B. The Employer shall not contract out or subcontract any work covered by this agreement except when all employees in this bargaining unit are working full time. The Employer further agrees that there will be no reduction in work force due to, sub-contracting.

C. When it is necessary to sublet work to a contractor such work shall be done, insofar as is possible and practicable, by contractors who observe identical wages, hours and conditions of employment as are contained in this agreement. The Employer, in an effort to maintain established standards both in quality and economic basis for the contractors, shall endeavor to sublet work to contractors capable of meeting those standards.

D. Members of the Union, other than contractors, are strictly forbidden to sub-contract from any sign painting contractor, electric sign contractor, or outdoor advertising plant owner. Violation of this law is subject to charges in the District Council and Local Union.

**ARTICLE IV. CLASSIFICATIONS AND  
ASSIGNMENT OF WORK**

A. The classification of work under this agreement shall be journeymen, helpers and apprentices, and it is agreed that all persons employed by the employer in the classifications covered by this agreement shall be paid the wages for such

classifications as agreed to in this agreement and are set forth in Article VII herein.

B. A Pictorial Artist is classified as a journeyman sign painter plus a higher degree of accuracy, realism, and the ability to interpret, render, execute and reproduce the most difficult and complicated pictorial art. It is mutually agreed that the employer is the sole judge in the classifying of journeymen as Pictorial Artists; also as to the number needed by the employer.

C. Journeymen's work shall be making and servicing of painted signs, lettering, pictorial work, sketches, patterns, etc. His experience and skill permit him to do any work on signs including layouts, sketches, lettering and pictorial work.

D. The Helper's work is assisting the journeyman sign and pictorial painters, handling displays in the course of painting, coating and preparing surfaces for the sign and pictorial work, filling in, coating out, running mats, painting of advertising structures, backs, braces, mouldings and superstructures; in fact, all of the display structures with the exception of laying-out, making of pounces and other patterns, lettering and pictorial work; assisting on preparatory work around the shop, preparing backgrounds, finishing raised letters, hanging signs, varnishing window lettering, etc. In no case shall a helper be used as a substitute for a journeyman painter.

E. The work of an apprentice is such in all departments of sign and pictorial painting as best equips him with the knowledge and experience to make him a skilled and finished workman.

F. It is understood, however, that apprentices shall do any and all work which their ability and skill will permit, provided they are not substituted for a journeyman or a helper so as to give the greatest assistance in expediting the completion of work.

G. Apprentices working on signs shall be accompanied by, and be under the direction of, a journeyman, except in the last year of their apprenticeship. At no time will an apprentice be allowed to superintend work or act as a foreman over journeymen.

H. One apprentice shall be allowed each shop covered by this agreement, and one additional to each five (5) journeymen employed by the employer in each such shop.

I. No apprentice or helper shall be allowed to work overtime, Saturdays, Sundays or Holidays, in any shop or on any sign, unless a journeyman is also employed.

J. The hand-painted or screen process room shall be operated under the direction of the paint department. Journeymen shall make up all masters and copies of masters, make and cut all stencils and paint pictorial copy.

K. It is agreed that the use of roller equipment is permitted for the coating of sections both front and back, prior to the application of any sign, scene or pictorial hand work, provided that such painting is done by members of the union signatory to this agreement. It is further agreed that if the employer elects to develop and use a superior material which because of its nature cannot be properly applied by brush and roller, they may, with the consent of the union, apply this material by other means. All local fire ordinances and adequate safety measures will be observed.

#### **ARTICLE V. WORKING HOURS AND OVERTIME**

A. Forty (40) hours of straight-time shall constitute a normal weeks work by five (5) eight-and-one-half (8 ½) hour workdays, Monday – Friday beginning not sooner than 6:00 AM and ending not later than 6:00 PM. There shall be a one-half (½) hour unpaid lunch break to be taken at a mutually agreed time, but as close as possible to the mid-point in the shift. And, there shall be two (2) paid ten (10) minute breaks to be taken as mutually agreed, but as close as possible to two (2) hours after the start of the shift and again two (2) hours before the end of the shift.

B. All work over eight (8) eight-and-one-half (8 ½) hours per day, Monday – Friday, on Saturday and/or over forty (40) hours per week shall be compensated at time-and-one-half (1 ½) times the regular straight time hourly rate. Work on Sunday or paid holidays shall be compensated at double-time (2x) the regular straight-time hourly rate, which shall be in

addition to the eight (8) hours straight-time pay owed to the employee without working the holiday per Article VI herein.

C. Unless otherwise notified, employees reporting to work shall be paid at least four (4) hours time except in the cases where employees cannot work due to circumstances beyond the employer's control.

## **ARTICLE VI. HOLIDAYS**

A. The following holidays shall be recognized as paid holidays:

New Year's Day  
President's Day  
Martin Luther King Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day  
One (1) Floating Holiday

Said Floating Holiday to be taken only when mutually agreed to by employee and employer so as to disrupt the work schedule as little as possible. The Floating Holiday must be taken as time off.

B. It is agreed that if any of the above paid holidays falls on

Saturday, the Friday before said holiday shall be considered the holiday. When the holiday falls on Sunday, the Monday following it shall be considered the holiday. Paid holidays that occur during the vacation period of an employee shall be paid in addition to vacation pay. An employee laid off one (1) to ten (10) days prior to a Holiday shall be paid for said Holiday. To be eligible for Holiday pay as provided in Article VI, a new employee must have been employed by the present employer for sixty (60) calendar days prior to said Holiday.

C. If a paid holiday occurs within thirty (30) days of the last day worked by an employee due to illness, the employee shall be paid for said holiday.

D. In no case shall work be performed on Labor Day from midnight to midnight except to protect life, limb and property.

**ARTICLE VII. WAGES**

A. The minimum hourly rate of pay for those classifications covered by this agreement shall be as follows:

For employees working on Berkeley/San Francisco billboards or working in/out of the San Francisco/Berkeley shop:

**5/1/10 to 4/30/12**

**CLASSIFICATION**

Pictorial	27.53
Journeyman	26.30
Helper	24.06
Forman	28.53

**Apprentice**

1 <sup>st</sup> year	16.20
2 <sup>nd</sup> year	18.76
3 <sup>rd</sup> year	21.27
4 <sup>th</sup> year	23.79



For employees working on Stockton/Sacramento billboards  
or working in/out of the Stockton/Sacramento shop:

5/1/10 to 4/30/12

CLASSIFICATION

Pictorial	23.92
Journeyman	23.65
Helper	22.63
Foreman	24.17

Apprentice

1 <sup>st</sup> year	13.65
2 <sup>nd</sup> year	15.15
3 <sup>rd</sup> year	17.75
4 <sup>th</sup> year	20.15

For Berkeley and Stockton employees effective 5/1/12 the company will pay an additional \$1.00 per hour which shall at the time be allocated at the direction of the Union between wages and fringes.

Notwithstanding the hourly rates effective in Stockton/Sacramento, if a Berkeley/San Francisco employee is temporarily assigned to Stockton/Sacramento, he/she will receive his/her regular Berkeley/San Francisco rate while so temporarily assigned. No employee on company payroll 5/1/05 will suffer a reduction in hourly rate because of the rates specified above.

B. ADMINISTRATIVE DUES. The Employer agrees that as and for dues, it shall, pursuant to certification by the Union (as provided below) deduct and transmit to a bank or a similar financial institution thereto (the "Bank") the following sums for all hours paid or owed by members of the Union:

2% of gross wages for dues plus 5¢/hr for the Promotion Fund

The Union shall certify to the Employer a list of employees that have signed a voluntary dues deduction authorization and shall further certify that copies of those authorizations have been filed with the Bank. The Union shall also send all employers signatory to this Agreement a list of employees who have not signed such an authorization. Upon request of any Employer the Union will provide copies of all authorization. The Union agrees to hold the Employers harmless for any liability they may incur to employees by virtue of dues which have been checked off or omitted from check off in reliance upon any of the aforesaid certifications by the Union. Remittances shall be due on the same day and same basis as medical insurance and pension contributions are due.

#### **ARTICLE VIII. OVERNIGHT ROAD ALLOWANCE**

A. Employees on road trips keeping them away from their

base overnight shall be reimbursed all reasonable expenses from meals and lodging from the date of leaving until return to their home base, in an amount not to exceed that paid members of different outdoor bargaining units. It shall be the duty of the employee to keep travel expenses within reason. The Employer may require receipts for travel expenses. Employer may provide meals and/or lodging through trade or direct accounts.

B. When an employee is required to travel, the Employer shall either supply safe and adequate transportation or shall reimburse the employee for travel expenses at the rate then effective for CBS Outdoor management employees in Northern California, currently thirty-seven and one-half ( \$.375) cents per mile plus all parking costs.

#### **ARTICLE IX. VACATIONS**

A. After one (1) years' employment with same employer, two (2) weeks vacation at four (4%) percent of straight time earnings.

B. After ten (10) years' employment with same employer, three (3) weeks vacation at six (6%) percent of straight time earnings.

C. After twenty (20) years' employment with same employer, one (1) addition day per year, not to exceed four (4) weeks vacation.

D. No employee covered by this agreement shall take more than two (2) weeks vacation at one time unless mutually agreed upon. Employees must give employer thirty (30) days prior notice.

E. Annual vacation may be taken any time during the 12-month period following the employment anniversary date.

F. Annual vacation cannot be accumulated, unless mutually agreed upon between employee and employer.

G. No two (2) annual vacations can be taken during any one calendar year, unless mutually agreed upon between employee and employer.

H. An annual vacation may be split with one week taken at a time.

I. Vacation payment shall be made prior to the beginning of the vacation period in each case.

J. Any employee who is terminated or terminates his services with the employer subsequent to his employment anniversary date, and who has not taken his annual vacation, shall receive his full vacation for that year, plus 2% of his straight time earnings for each week due (as in A, B, and C of this Article).

## **ARTICLE X. LEAVE OF ABSENCE**

A. **BEREAVEMENT**. Three (3) days bereavement pay will be paid upon the death of the employee's mother, father, spouse, son, daughter, sister, brother, grandparent and/or significant other. The significant other must have cohabited with the employee for at least one (1) year at the time of death.

B. **DISCRETIONARY**. Employer may grant discretionary leaves of absence, to any employee requesting such a leave, for a period not to exceed one year. Employer shall have sole discretion to determine whether a leave shall be granted and the length of such leave. No salary or benefits shall be paid or accrue during such a discretionary leave of absence. An employee taking such leave shall retain his/her seniority status, but is subject to layoff pursuant to the seniority rule, as in Article XV. A decision regarding the grant or denial of a discretionary leave of absence and/or the length of such leave of absence shall not be subject to grievance. No employee may take a leave of absence, or use the time off during a leave of absence, to work for a competitor or another sign contractor.

C. **FLMA**. All applicable provisions of the Family and Medical Leave Act ("FLMA") shall be effective as of the date of this agreement.

## **ARTICLE XI. SICK LEAVE**

A. Any employee who has been employed by the employer for a period of one (1) year or more shall be entitled to five (5) days (forty straight time hours) sick leave with pay per year, in accordance with the following schedule:

B. Each employee entitled to sick leave shall receive full pay, at the rate of eight (8) hours straight time pay per day until sick leave is used up.

C. Each employee who, on the anniversary date of his employment, has not used his five (5) days sick leave will receive the unused balance in cash or time off with pay. Each employee who is drafted or enlists in the Armed Forces, or terminates his employment, or is discharged for any reason after having been employed by the employer for one (1) year or more, shall be entitled to such pro rata sick leave pay as has accrued at the time of terminating his employment.

D. It is understood that sick leave may be taken a day at a time or the entire five (5) days may be used up on a single illness.

E. In industrial injury cases, Worker's Compensation and sick benefit allowance shall be paid separately. Any unused sick leave shall remain to the employee's credit for any other illness or accident in the same year.

F. Sick benefits shall apply only to bona fide illness or accident which the employee must substantiate. A doctor's certificate or other reasonable proof of illness may be required by the employer.

G. Two (2%) percent shall be paid when employee is terminated.

### **ARTICLE XII. MEDICAL PROGRAM**

A. Each employer signatory to this agreement shall pay the sum of Six Dollars and seventy cents (\$6.70) per hour for each of the first forty (40) hours worked by an employee in a week by each employee covered by this Agreement, into the Sign, Pictorial and Display Industry Welfare Fund, which shall be used for health, welfare and dental benefits. Effective 5/1/11 the hourly contribution rate will increase to \$7.70 with the same forty (40) per hour week cap.

B. Payments are due and payable into the Medical Plan between the First and Fifteenth day of each month.

### **ARTICLE XIII. PENSION PROGRAM**

A. Each employer signatory to this agreement shall pay the sum of Two Dollars (\$2.00) per hour, for each of the first forty (40) hours worked by an employee in a week by employees covered by this agreement, into the Sign, Scene and Pictorial Pension Plan.

B. Payments are due and payable into the Pension Plan between the First and Fifteenth day of each month.

**ARTICLE XIV. DELINQUENT PAYMENTS OF FRINGE BENEFITS**

A. If any individual employer defaults in payment of any payments due the herein above welfare and pension funds, in addition to the amount due and the liquidated damages provided in the trust agreement, there shall be added to the obligations of the defaulter all reasonable expenses incurred by such Fund in the collection of the same, including but not limited to reasonable attorney's and accountant's fees, cost of attachments, bond and court costs.

B. Any employer failing to pay the stipulated cents per hour into the funds for the benefits within the specified time shall, in addition to other remedies, be responsible to the employees herein covered for the benefits which have been provided by such coverage, and shall be subject to these grievance procedures.

C. In addition it shall not be a violation of any collective bargaining agreement for the union to withdraw all journeymen, helpers and apprentice sign painters, from the job or jobs of a delinquent employer. The employees so withdrawn shall continue to receive full pay, including the fringe benefit payments, up to a maximum of two (2) weeks for said delinquent employer.



D. It is also understood that the employer shall be entitled to seventy-two (72) hours notice before the above withdrawal can take place. The union will send notice to the employer.

E. No employees will be required to work for any employer delinquent in payment for 30 days. Any employee required to leave the job site because of such action will not have discipline of any kind imposed on him by the employer.

This shall not be a violation of this agreement, specifically Article XXI, Legal Compliance, B, C, D, & E.

F. Employees shall be paid on a weekly basis every seven (7) days. If the employee is not paid within three (3) days, there shall be a \$25.00 penalty each day, not to exceed \$150.00. No employee will be required to work for any employer who is three (3) days delinquent. This shall not be a violation of this agreement, specifically Article XXI, Legal Compliance, B, C, D, & E.

#### **ARTICLE XV. SENIORITY RIGHT**

A. The Seniority Rule shall have full consideration.

B. Seniority is defined as the principle that if, due to slackness of work, skill and workmanship of the employees being equal, the employer deems it advisable to reduce forces, the last man hired shall be the first man laid off, and

in rehiring, the last man laid off shall be the first man rehired until the list of former employees is exhausted.

C. Any applicable Federal or State Laws having to do with the reinstatement of employees drafted into the Armed Forces shall be considered part and parcel of this agreement.

#### **ARTICLE XVI. UNION LABEL STAMP**

A. It is agreed that the Union Label shall be placed on all work.

#### **ARTICLE XVII. GRIEVANCE PROCEDURE**

A. Any unresolved controversy between the company and the union pertaining to an alleged violation of a provision of this agreement (“grievance”) shall be processed as follows:

Step one: Within five (5) working days of the incident giving rise to the grievance, the union Shop Steward or union representative and the company’s local Operations Manager shall meet to adjust or resolve the issue.

Step two: If the grievance is not satisfactorily settled in Step One proceedings, it shall be put in writing within ten (10) days thereafter and presented to the company’s National Director of Operations or his/her designee and a copy to the company’s General Manager. The parties shall then have ten (10)

additional working days to resolve the matter.

Step three: If, within the twenty-five (25) days provided above for Steps one and Two, the grievance has not been satisfactorily settled, the union and/or the company may, within twenty (20) working days thereafter, submit the grievance to arbitration before a single arbitrator, who shall be appointed in accordance with, and the arbitration shall be held pursuant to the American Arbitration Association's (AAA) Voluntary Labor Arbitration Rules. A demand for arbitration may be made only by the company or the union; it shall be in writing and shall set forth the provisions of the agreement alleged to have been violated. Any grievance concerning the discharge of a full-time employee which cannot be resolved at Step One of the above procedure may, within five (5) days of the meeting required by Step One, be submitted in writing to the AAA for expedited arbitration according to AAA's rules for expedited arbitration.

B. Failure to comply with any one of the time limits established herein for the expeditious resolution of grievances shall be conclusive that the grievance is waived.

C. All administrative charges of the AAA and the fee or other expense incurred by the arbitrator shall be shared equally by the company and the union. All arbitrations shall be held in the City of San Francisco, unless it is otherwise

mutually agreed by the union and the company. The decision of an arbitrator shall be final and binding upon the company and the union, and judgment upon the arbitrator's award may be entered by either party in the highest court in any form (State or Federal having jurisdiction).

**ARTICLE XVIII.CHANGE OF OWNERSHIP.**

A. This agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "agreement" shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

B. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this agreement, the Employer (including partners thereof), shall be liable to the Union, and to the employees covered, for the term of this agreement, for all damages sustained as a result of such failure to require assumption of the terms of this agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this agreement. The word "damages" in this paragraph means any loss of wages or fringe benefits sustained by an employee or the Union due to the Employer's failure to abide by the provisions of this paragraph.

**ARTICLE XIX.EQUALIZING CONDITIONS.**

A. If any time during the life of this agreement, the Union or any individual members of the Union, grants or permits to

any other Employer within the jurisdiction of the Union, any terms affecting wages, hours or working conditions more favorable than those provided in this agreement, or any concessions, then the Employer shall have the privileges hereinafter stated.

B. In such event, the Employer shall have the privilege of calling to the attention of the Business Representative of the Union the fact that such conditions exist. In such event, if the Business Representative shall be unable to prove, within a period of thirty (30) days thereafter, that the more favorable terms or concessions have not been granted or permitted, the Employer shall have the privilege of enjoying the same terms and concessions as are permitted the other Employer in that branch or branches of the Employer where such other Employer is enjoying the more favorable terms or concessions so long as such conditions remain in effect.

## **ARTICLE XX. MANAGEMENT PREROGATIVES**

Except as specifically granted, delegated or agreed to in other Articles of this agreement, the following provisions remain the sole and exclusive rights of the management of the employer.

A. It will be the function of the management to specify the methods of operation types of equipment used, size of its working force and its production rate.

B. The employer retains the sole right to determine the

extent to which its plant or any part thereof, shall be operated or shut down, or production reduced or increased, including the right to hire, promote, transfer (with the consent of the employee), suspend or discharge for just cause, its employees.

C. The right to establish painting standards, the scheduling of its operations and a the choice of equipment for various jobs shall be vested exclusively with the employer.

D. It is agreed that the management prerogatives as stated above will be operative to the extent that they do not conflict with other provisions of this agreement.

#### **ARTICLE XXI. LEGAL COMPLIANCE**

A. Should any part hereof or any provisions contained herein be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof, provided however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

B. During the life of this agreement, there will be no lock out by the employer of any employee covered by this agreement.

C. There will be no strike, boycott, picketing, work stoppage, slowdown or any other type of interference with the employer's business by the union, any officer, agent or representative of the union, or any employee covered by this agreement.

D. All controversies between the employer and the union or an employee or employees covered by this agreement set forth in Article VII shall be disposed of in accordance with Article XVII.

E. No employee shall be obliged because of his coverage by this agreement to work behind any primary AFL-CIO picket line authorized by the Central Labor Council of the area where such picket line exists.

## **ARTICLE XXII. SAFETY**

A. Safety requirements and equipment are furnished by the employer and must be used and adhered to. For minor violations the following reprimand steps will apply:

One Time -	Verbal warning
1 <sup>st</sup> Offense -	Written warning
2 <sup>nd</sup> Offense -	Three (3) day suspension without pay

- 3<sup>rd</sup> Offense - Five (5) day suspension without pay
- 4<sup>th</sup> Offense - Discharge for cause

B. However, violation of the Company's Personal Protection Equipment and Fall Protection Policy, which the employees have been fully trained and signed off on, will result in the following two-step progressive procedure:

- 1<sup>st</sup> Offense - Five (5) day suspension without pay
- 2<sup>nd</sup> Offense - Termination

The company will not change the current Personal Protective Equipment and Fall Protection Policy without first notifying and giving the union the opportunity to bargain over any changes.

#### C. DRUGS AND ALCOHOL SPECIFIC COMPANY POLICY

The union acknowledges receipt by it and by its members who are covered by this agreement of the CBS Substance and Alcohol Abuse Policy Statement dated January 1, 2008. While not part of the collective bargaining agreement, the union and the employees fully endorse the said policy and agree that it applies to members covered hereunder.

The company will not change the current Substance and Alcohol Abuse Policy without first notifying and giving the union the opportunity to bargain over any changes



### **ARTICLE XXIII. LEGAL OBLIGATIONS**

Neither the union nor the company will discriminate against any employee or applicant for employment or union membership because of race, creed, color, age, marital status, sexual orientation, gender, place of national origin, veteran status or disability (provided the disability does not prevent the employee or applicant from being able to perform the essential functions of his/her position).

### **ARTICLE XXIV. TERMS OF AGREEMENT**

A. This agreement shall remain in full force and effect from May 1, 2010 to and including April 30, 2013 and shall continue in full force and effect from year-to-year thereafter unless written notice is given by either party to the other of the desire to terminate or change the agreement. Such notice to be given between the 90<sup>th</sup> and 60<sup>th</sup> day prior to May 1, 2013 or between the 90<sup>th</sup> and 60<sup>th</sup> day prior to May 1<sup>st</sup> of any subsequent year.

B. The union, at its option may, upon not less than thirty (30) days written notice to the employer, allocate part of wages to fringe benefits. If the union makes such an allocation to fringe benefits, the wages provided for herein will be deemed modified accordingly.

C. All outside stage jobs using one (1) or more stages, must have a minimum of two (2) men per job at all times.

D. Shop Stewards to be in all shops with five (5) or more union members. The employer shall not dismiss or otherwise discipline any steward for properly performing his duties.

E. All shops with five (5) or more union members may have a Foreman.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate.

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

SIGN, DISPLAY & ALLIED CRAFTS UNION  
LOCAL 510

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_





## **CONVENTION SERVICES AGREEMENT (SHOP)**

This Agreement is made and entered in this April 1, 2010, by and between Conventions Services Employer, hereinafter to as "EMPLOYER" and PAINTERS and ALLIED TRADES DISTRICT COUNCIL 36, on behalf of SIGN DISPLAY AND ALLIED CRAFTS LOCAL UNION 510, hereinafter to as "UNION".

### **WITNESSETH**

For and in consideration of harmonious relations and the maintenance of settled conditions in the Exhibit, Display and Convention Industry; for the stabilizing of the standards thereof; for the peaceful adjustment of any disputes or grievances that may arise from time to time, and other mutually beneficial relations, the parties hereto have agreed individually and collectively.

### **ARTICLE 1. JURISDICTION.**

A. Sign, Display and Allied Crafts Union No. 510 shall have sole jurisdiction over the following work done by Employers: (1) the construction, preparation, erection, and maintenance of all swing stage sign work, and all other signs, including installation of all electronic and digital sign and displays, lettering, pictorial work, screen process work, show card writing, commercial exhibits and advertising displays, including, but not limited to: graphics production (where and as currently performed), operation of CNC routing equipment and operation of production output controllers (e.g. computers); (2) pattern and sketch making, scale model making, the preparation of training aids and mockups, and the fabrication and application of plastic, scotchlite, and similar reflective materials; (3) the installation (floor-to-ceiling) and removal of all exhibits and related materials in connection with trade shows and conventions, including, but not limited to: (a) trade show and convention booth assembly and disassembly; (b) installation and removal of interior and exterior decorations, flags, drapes, and other display materials; (c) uncrating, assembly, installation, removal, disassembly, and re-crating of all commercial exhibits; installation and dismantling of furniture owned by the Employer, installation and removal of floor coverings, and special event displays; and (4) driving of trucks of a maximum capacity of one and one-half tons in the delivery and/or installation removal of the above work and warehouse work, including forklift operation where currently performed. All such work shall be done by workers governed by this Agreement, in conformity with past practice. Nothing in this Agreement shall be construed to restrict workers to duties within their classifications. Any worker within any of the classifications governed by this Agreement or by the Trade Show and Convention Decorator Agreement may perform any work within the jurisdiction conferred by this Agreement (e.g., shop persons may perform installation work and vice versa).

B. The jurisdiction of the Union shall cover the following California counties so long as the Union can provide sufficient qualified workers: Alameda, Alpine, Calaveras, Contra Costa, Fresno, Lake, Madera, Marin, Mariposa, Mendocino, Merced, Mono, Monterey, Napa, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus and Tuolumne.

C. In consideration of the grant of jurisdiction made by the Employers to the Union in this contract, the Union shall cooperate with the employers to avoid any encroachment by other labor organizations or crafts over the jurisdiction of the work described in Article I.

D. Any installation of exhibits or displays including any setup materials or uncrating "with the exception of exhibitor product as described herein below" which requires the use of hand tools, or more than one person or longer than 30 minutes (including crating or uncrating) to install, or structure exceeds ten feet in any direction, shall be performed by installers or builders governed by this Agreement or by the Trade Show and Convention Decorator Agreement. Installation of product that is used as an exhibit shall be considered as such. It is the intent when an exhibitor uses the product in its designed form and is not attached to or part of another item (i.e., pegboard, framework), then it will be permitted. The Employers further agree by entering this Agreement to be bound and abide by all terms and conditions for installers as agreed between the Union and the Trade Show and Convention Decorator Employers.

E. When a member leaves the geographic area governed by this agreement, he/she shall be covered by the terms and conditions set forth in this agreement. An out-of-area member of a Union with a reciprocal agreement shall work under the terms and conditions of this collective bargaining agreement while working in this area.

## **ARTICLE II. UNION SHOP MEMBERSHIP.**

A. All employees in classifications governed by this Agreement who are members of the Union on the effective date of this Agreement shall be required as a condition of employment to maintain their membership in good standing in the Union during the term of this Agreement.

B. Employees in classifications governed by this Agreement who are not members of the Union on the effective date of this Agreement, and all new employees hired thereafter, shall be required as a condition of employment to become and remain members of the Union in good standing on or after the 30th day following the beginning of their employment or the effective date of the Agreement, whichever is later.

C. For the purposes of Article II, "members of the Union in good standing" means "persons who tender to the Union the periodic dues and administrative fees uniformly required as a condition of acquiring or maintaining membership".

D. Upon written notice from the Union that any employee has failed to acquire or maintain membership as above-described, the Employer agrees to discharge such employee, unless the Employer has reasonable ground for believing that such membership was not available to the employee of the same terms and conditions generally applicable to other members, or has reasonable grounds for believing membership was denied or terminated for reasons other than failure to maintain "good standing" as defined in the preceding paragraph.

### **ARTICLE III. HIRING.**

A. The Employers recognize the Union as the sole and exclusive source of labor for the classifications covered by this Agreement and accept the exclusive hiring hall procedure as the Union's procedure for dispatching installers.

B. The Union shall be the exclusive source of labor for the classification of shop person unless the Union is unable to provide a shop person who is qualified to work for that Employer.

C. The Union agrees to furnish competent workers in good standing to the best of its ability and the membership of the Union will give loyal, unprejudiced support to the requirements of the Employer.

D. The Employers shall have the right to reject any worker dispatched by the Union if the worker is deemed by an employer, in its sole discretion, not to be in a fit condition to perform the work for which the worker was dispatched.

### **ARTICLE IV. STEWARD.**

A. The steward shall be recognized as the representative of the Union whose duty shall be to see that the bargaining unit employees of the Union and the Employer observe the Agreement. Forepersons shall not be eligible to be steward. The Union will appoint a steward without regard to seniority and will post a notice of who is steward at the job site. Stewards will have access to timecards and assignments and advance notice of layoffs. All new hires shall meet with the steward for fifteen (15) minutes on the first day of work. Said steward shall receive and endeavor to adjust, at the first step, all grievances which may be submitted to him or her. A steward shall be selected at each shop from among the working members.

Stewards will promote contract compliance, and encourage harmonious relations between all workers, management and other participants at the job site. The stewards shall be permitted to devote a reasonable amount of time to these concerns. If the working steward leaves the job site and three or more members remain then the steward shall be entitled to appoint a successor from among the workers. Any issue involving the steward's job or responsibilities shall be taken directly to the Union.

The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to a steward or giving evidence with respect to an alleged violation of this Agreement.

In shops with three (3) or more employees there shall be a steward who shall be the 3rd to last laid off (for purpose of seniority).

The steward shall be notified of an accident on the job site. The Union shall be furnished a copy of the Employers accident report upon request, on any accident involving an employee covered by this Agreement.

#### **ARTICLE V. MANAGEMENT PREROGATIVES.**

The Employer shall have sole and exclusive jurisdiction of the management and operations of its business, including but not limited to; direction and size of the working force, types of equipment, establishment of production rates and standards, the extent to which the plant or any part thereof is operated or shut down, the right to maintain efficiency in all places of employment, the right to transfer (with the consent of the employee), hire promote demote discipline and discharge employees, subject to the specific provisions of this Agreement. It is agreed the foregoing rights shall not be deemed to exclude other preexisting rights of management not enumerated herein providing such preexisting rights do not conflict with any terms and conditions of this Agreement.

#### **ARTICLE VI. DISCHARGE AND DISCRIMINATION AGAINST EMPLOYEES.**

A. The Employer hereby agrees not to discharge or discriminate against any employee for engaging in lawful concerted activity which is not prohibited by this Agreement.

B. The parties signatory hereto agree that no employee will be discriminated against by reason of age, race, color, religion, sex, national origin, sexual orientation or military status, or membership or non-membership in a Union or any other Labor Organization, further, the parties shall be abide by all applicable Federal and State Laws including but not limited to the Family Medical Leave Act, membership or non-membership in the Union or any other labor organization. It shall not be a violation of this Agreement for any employee to refuse to work in connection with any display of any establishment of any



individual, firm or corporation when such individual, firm, or corporation is under lockout or is under strike recognized by the Teamsters, ILWU, AFL-CIO Labor Council and/or a Building and Construction Trades Council.

#### **ARTICLE VII. SENIORITY.**

A. Seniority shall be accrued on an Employer by Employer basis; seniority shall not be accrued on the basis of aggregate employment by Employers signatory to this Agreement. Only workers engaged in regular, full-time work for an Employer shall accrue seniority. The first seventy-five (75) days of service with an Employer will be a probationary period during which time an employee has no seniority standing; upon satisfactory completion of the probationary period, the employee will be entitled to seniority dating from the commencement of regular, full-time employment with the Employer.

B. The Employers shall not be required to recognize seniority in connection with employment decisions unless specifically required to do so by this contract.

C. A permanent employee will lose seniority in any of the following circumstances:

1. Discharge for cause;
2. Voluntary resignation;
3. Five consecutive working days of absence without notice, provided such notice due to circumstances beyond his or her control, then he or she shall not lose his or her seniority;
4. Layoff of thirty calendar days' duration (refer to Article IX).

#### **ARTICLE VIII. DISMISSAL.**

The Employer shall notify the Union of any termination for cause in writing within five (5) working days (Monday - Friday). Employers are at liberty to discharge for sufficient cause any employee governed by this Agreement. Sufficient cause shall include, but is not limited to, dishonesty, substance abuse, repeated violation of safety rules, and excessive absenteeism.

#### **ARTICLE IX. PERMANENT SEPARATION.**

A. An employee shall become a permanent employee after being engaged in the regular full time employment of one employer for a period of seventy-five (75) days within the prior six (6) months.

B. In selecting among permanent employees within the same classification for layoff in connection with a decrease in the work force or in the recall from layoff, where skill, efficiency, workmanship, and productivity are equal, seniority shall govern.

C. Upon permanent separation of employment, the employee shall be paid all accrued wages, vacation pay and any other accrued benefits due under the Agreement. The employee shall further receive severance allowance of one eight hour day for each year of regular full time employment from commencement of employment to date of permanent separation, up to a maximum of ten eight hour days, for any of the following reasons:

1. Permanent Layoff or discharge for other than just cause.\*
2. Voluntary resignation.\*\*
3. Termination of employment due to death, disability, illness or any reason beyond the control of the employee.
4. Retirement.

\*Upon sixty consecutive calendar days of temporary layoff due to reduction-in-force such layoff shall be deemed a permanent layoff and severance allowance shall be paid unless the parties agree to extend the temporary layoff.

\*\* Employees that voluntarily transfer from this Agreement to the Installers Agreement and continue to work as a regular employee for the same Employer shall not be entitled to severance allowance.

D. By mutual agreement of the Employer and the Union this article may be modified during the term of this Agreement.

#### **ARTICLE X. GRIEVANCE PROCEDURE.**

A. Any dispute that may arise as to the interpretation of this Agreement shall be brought to the attention of the other party of this Agreement. Any dispute must be taken up with the Employer within thirty (30) business days of the date the Union has knowledge thereof.

B. Any dispute as to the interpretation of this Agreement which cannot be adjusted amicably between the Union and the Employer within fourteen (14) days may be referred to a Board of Adjustment upon written request of either party. The Board shall consist of two (2) selected by the Union and two (2) selected by the Employer. The findings of this Board shall be binding upon both the Union and the Employer, provided that the Board shall not have authority to change, alter or modify any of terms or provisions of this Agreement. The decision of the Board shall be by a majority and shall be reached within seven (7) days from the date the controversy is presented for adjustment. This process may be waived by either party (Union or Employer) and shall proceed directly to Step C. By mutual agreement of the Employer and the Union this section may

be modified during the term of this Agreement.

C. In the event that any dispute submitted to this Board of Adjustment cannot be settled within the period of time provided for in Section B. above, the issue in dispute may be submitted for disposition to an impartial arbitrator. The party presenting the dispute shall request arbitration in writing not more than ten (10) days following a deadlock in Board of Adjustment, or the dispute will be considered to have been withdrawn and waived. If no response is made to the request for arbitration within fifteen (15) days, the allegations shall be deemed to have been submitted and proved. Such impartial arbitrator shall be selected by alternate striking from a panel of seven arbitrators to be obtained from the Federal Mediation and Conciliation Service; the Union and the Employer shall be entitled to strike one entire panel in connection with any grievance. The arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not have authority to change, alter, add to, delete, amend or modify it. His/her decision on any matter submitted to him/her shall be final and binding on both parties to this Agreement.

#### **ARTICLE XI. LABOR CONTROVERSY.**

If members who are subject to this Agreement are withdrawn upon the order of the International Officers, or of a Labor Organization with which they are affiliated, because of a labor controversy upon the building or site in which members are, or about, to perform any display installation, it shall not be a violation of this Agreement.

#### **ARTICLE XII. CLASSIFICATIONS.**

A. Among shop persons there shall be two separate journeyman classifications: (1) display (2) graphics production; A worker shall be recognized and treated as a journeyman in one of these classifications if he or she is capable of performing more than half of the tasks outlined below in connection with the classification in question without any direction or advice from a more skilled or experienced worker.

The tasks identified in (1) and (2) below in this Section A, are representative of those types of tasks that an employee might perform at the discretion of and assignment by the Employer. This provision and identification of tasks does not confer jurisdiction to the Union of such tasks. Jurisdiction of the work is defined solely by the provisions of Article I of this Agreement and as implemented and practiced at each individual Employer signatory to this Agreement.

1. Display: Building, crating, finishing, painting, inventorying, material handling, warehousing where currently performed, and installing exhibits or displays; pattern, sketch making, scale model making, preparation of training aids and mockups; fabrication and application of plastics, vinyl and similar materials; CNC routing, equipment operation and processing.

2. Graphics Production: Graphic creation, alteration and processing by any means; physical layout, hand lettering, weeding, direct application of vinyl decals and similar materials including operation of Gerber, digital printers, computers for all signs, computer assisted design and layout of graphics; digitization of logos, manipulation of digital files for output; design of show graphics presentation and collateral materials, photographic equipment, banners, posters show cards and other graphic production; operation of the principle pieces of equipment used in connection with silk screen process and mixing colors.

B. Apprentice are hereby defined as assistants to journeypersons in any of the shop person classifications and shall work at the craft at least seventy-five percent of their monthly working time. There shall be a mentor relationship between the journeyperson and trainees or helper working with them.

C. Shop Helpers work shall include assisting the journeyperson display and graphics production person and the handling of display including shipping and warehousing (where and as currently performed). Shop Helpers will not be used as Leadpersons.

D. Any display work that is done under the terms of this collective bargaining Agreement shall be in charge of a display journeyperson.

E. Also add from show half of Agreement Article X, Classifications, A 1, a,b,c,d, to this Article regarding proficiency.

**ARTICLE XIII. WAGES SHOP PERSONS.**

A. The minimum hourly wage rates for the employees in classifications governed by this Agreement shall be as follows: The following rates for each hour worked, paid or owed

1. Journeyperson (Builder)	39.51
Time and One-Half	59.27
Double Time	79.02
Foreperson + 11%	43.86
Time and One-Half	65.79
Double Time	87.72
Leadperson + 10%	43.46
Time and One-Half	65.19
Double Time	86.92
Shop Helper-1st year 75%	29.63
Shop Helper-2nd year 80%	31.61
Master Craftsman + 4%	41.09

2. Apprentice: Refer to Article XII Wage Show Section

Apprentice progression to Journeyperson is contingent on skill, ability, and productivity. Refer to Apprentice wages in Article XII (A) of Show Agreement.

3. Carpet Cleaners;

Base rate - Straight Time	25.67
Overtime Rate	38.51
Double Time Rate	51.34

\$ .05 for promotional fund plus 2% administrative dues to be deducted from check for each hour paid or owed for all employees covered by this agreement.

B. INSTALLERS: Installer wages and conditions shall be governed as per Article I, Paragraph D.

C. MINIMUM TIME: A minimum of four (4) hours' pay at the rate in effect at the time an employee reports to work shall be paid as a mini-call (i.e., if a person reports to work at 4:00 p.m., Monday and works two (2) hours, he or she would receive one (1) hour straight time and three (3) hours at time and one-half). No employee may report to work who is not capable or willing to work four (4) hours.

D. HIGH TIME: Ten percent (10%) additional shall be paid for work performed over two (2) stories or thirty (30) feet, whichever is higher, or for work performed on any mechanical lift device, such as cherry picker, or scissor lift four (4) hours minimum.

E. FOREPERSON: There shall be one (1) foreperson in each shop which employs builders, helpers, or trainees. Said foreperson shall receive an eleven percent (11%) premium. In the event a foreperson must leave the job site for four (4) or more hours, he/she shall be replaced by a leadperson selected by management. Each Employer signatory to this Agreement shall have a Foreperson who shall be a member of the Union. The Foreperson shall be the first person hired and the last person laid off. The Employer retains the right to designate and demote the Foreperson. No person may be a foreperson for more than one company (simultaneously).

LEADPERSON: There shall be one (1) Leadperson whenever an employee is coordinating the work flow for a group of six (6) or more journeypersons, helpers or trainees. The Leadperson shall not lay off other employees. Said Leadperson shall receive a ten percent (10%) premium. The Employer retains the right to designate and demote the Leadperson, who shall be a journeyperson.

F. All pictorial, scenic artist work, faux painting, and similar decorating work, etc. shall be paid at a five percent (5%) premium of Journeyperson Builder. Clearance, if needed, shall be through the Union office and shop steward.

G. The level of wages and benefit contributions (excluding administrative dues which may be reduced with 30 days notice to the employer) identified in this Agreement will remain as identified for the life of this Agreement.

H. PAYDAY. Employees shall be paid on a weekly basis on the same day each week. Payday may change with two (2) weeks notice to the Union. If an employee is not paid his wages within three (3) days of the regular pay day, then in addition to all other available legal remedies, the employee shall receive from the Employer \$25 per day for each day until all wages are paid, up to a maximum of \$150. It shall not be a violation of this Agreement for any employee to refuse to work for any Employer who has not paid all wages due within three (3) days of the regular pay day.

During the term of this Agreement each Employer shall make available to eligible employees covered by this Agreement, the option to directly deposit their paychecks into their designated account in a participating financial institution in accordance with the terms of the Employer's direct deposit option. Each employee shall be responsible for properly completing the enrollment form supplied by the Employer, with required attachments thereto, and presenting such form to the Employer during the enrollment period. In the event the direct deposit option is selected it is understood that funds may not be available to the employee until the business day following the designated payday.

In the event an employee closes a bank account without required notice to the Employer a manual paycheck will be issued on the next payday after notice of deposit rejection from the financial institution.

When a paycheck or direct deposit receipt sent to the employees last known address is returned to the Employer unclaimed, such item shall be submitted to the Union for disposition.

Casual Workers-Status and Payment of Wages – Due to the nature of the industry, Casual Workers have always been , and will continue to be, assigned to projects of relatively short duration. Upon completion of such projects, Casual Workers are not (and never have been) considered discharged under the Collective Bargaining Agreement. Instead, they remain covered by the Collective Bargaining Agreement and eligible for continued assignments. In addition, Casual Employees have always been covered by and paid in accordance with the Collective Bargaining Agreement upon completion of their assignments. The parties recognize that the facilities at which employees covered by the Collective Bargaining Agreement work (including without limitation) are venues that host live theatrical or concert events as defined by Labor Code Section 201.9 and employees working at such venues are employed pursuant to Labor Code Section 201.9

I. Each Employer shall pay five cents (\$.05) per hour for each hour paid or owed to a Promotion Fund for Local 510.

J. Each Employer shall post a \$40,000 Surety Bond to be initially eligible to sign this Agreement. Existing \$25,000 bonds shall be raised to \$40,000 by January 1, 2011. Employers initially signatory prior to April 1, 2004 may drop their surety bond with approval of the Trust Fund Trustees. The bond

shall be reinstated if three delinquencies occur within a one year period. Once reinstated the bond shall not be dropped. Surety bonds of Employers initially signatory on or after April 1, 2004 shall remain in effect and shall not be dropped.

#### **ARTICLE XIV. TRAVEL EXPENSE.**

A. Employees on road trips outside the jurisdictional area of this Agreement shall be reimbursed for reasonable expenses incurred from the date of departure until their return to home base. Such expenses shall be reimbursed in accordance with Employer policy for all employees of that Employer, provided however, meal expense will be reimbursed at a minimum of IRS allowance per day and personal automobile mileage expense allowed shall be the IRS allowance. Shop Installer travel shall be covered by Article XIII of the Tradeshow and Convention Decorator (Show) Agreement.

It shall be the responsibility of the Employees to keep travel expenses reasonable. The Employer may demand receipts for travel expenses.

B. Employees required to report to locations other than home base will be paid travel time for the time it takes to go back and forth from the shop to the other location.

C. A premium shall be paid to Shop Persons who report to work at a location other than their shop; of Eight dollars (\$8.00).

D. When the job site is more than twenty-five (25) miles from Employer's place of business, the Employer shall either supply safe and adequate transportation or shall reimburse the employee for travel expenses at the IRS allowance per mile plus all parking costs.

E. Parking expenses at the second and subsequent job sites on one day, shall be reimbursed.

F. Traveling time (in accordance with past practice) shall be considered working time at the rate specified in this Agreement. All employees shall receive the Foreperson premium for all Travel time hours' worked on road trips while acting as Foreperson (Leadperson or Supervisor). All travel time in transit will be at the straight time rate when company vehicles are not used.

G. Employees required to work outside the jurisdiction of the Agreement will be covered by all terms and conditions of this Agreement.



## **ARTICLE XV. VACATIONS.**

A. After cumulative shop time worked in the Industry under the jurisdiction of the Union as outlined in Article I of the first half of this agreement (Convention Services) and verified by pension credits of a minimum of 500 hours per year. If one consecutive year has been worked at the same firm, the following shall apply: Two (2) weeks vacation with pay.

B. Five years' cumulative time, and each year thereafter, shall receive three (3) weeks vacation pay.

C. Twelve years' cumulative time, four (4) weeks' vacation with pay.

D. Should any employee through a sickness, unemployment, termination or resignation, be unable to work the required number of months or time prescribed, he or she shall be granted pro rata vacation pay to be computed by multiplying the fraction of the qualifying year which the employee worked times his or her straight rate of pay for number of weeks to which the employee would have been entitled had he or she completed the entire qualifying year.

E. Vacation time shall be computed from the date of employment to establish a yearly or pro rata basis. Vacation time shall be computed from cumulative time as in (A). The administrator of the Pension Plan shall verify past years.

F. Vacations are not cumulative but must be taken each year, except up to five (5) days vacation may be accumulated for one year's time to be used the year following the year earned, requires three (3) months written notice and management approval.

## **ARTICLE XVI. HOLIDAYS.**

A. The following shall be recognized as paid holidays, although not worked, and shall be paid at the eight (8) hour straight time rate of pay.  
New Years Day - Presidents' Day – Memorial Day –  
Fourth of July - Labor Day - Thanksgiving Day -  
Christmas Day - Dr. Martin Luther King Day -  
Cesar Chavez Day.

B. If a holiday falls on Saturday the preceding Friday will be considered the holiday. If the holiday falls on Sunday the Monday following will be considered the holiday.

C. If any of the above holidays are worked, the employee shall receive double time plus holiday pay.

D. Paid holidays that occur during the vacation period of an employee

shall be paid for in addition to vacation pay.

E. Shop persons laid off within fifteen (15) working days before a paid holiday shall be paid for said holiday.

F. Employees must have worked at least 75 days within the preceding 6 months to be eligible for Holiday pay for that particular Employer.

#### **ARTICLE XVII. HOURS AND OVERTIME.**

A. Eight hours shall constitute a day's work, Monday to Friday inclusive. Starting times may be scheduled between the hours of 6:00 a.m. and 8:00 a.m. (or 8:00 a.m. to 10:00 a.m. with the mutual agreement of the Union). A one hour meal period shall commence after four hours of work on a shift. The meal period may be shortened to 1/2 hour on a given day, or on a regular basis, if a majority of workers at the site agree.

Subject to the mutual agreement of the Union the Employer may schedule and implement a second shift in a shop or department under the following terms and conditions:

1. The second shift shall not commence before 10:00 a.m. or after 5:00 p.m.
2. The work shall consist of seven straight time hours of work for which eight hours of wages and benefits will be paid.
3. When a second shift is implemented, current employees maintaining seniority status shall be offered the opportunity, subject to operational requirements, to volunteer for shift work prior to assigning new hire employees to such work. Seniority status will not be affected by shift assignment.

B. Forty (40) hours shall constitute a work week for all employees, and said forty (40) hour week shall consist of five (5) eight (8) hour days, Monday through Friday inclusive.

C. Overtime shall be rotated on a reasonable basis. Employees must work a reasonable amount of overtime if requested to do so and the working of such overtime does not cause an undue hardship for the employee.

D. All employees required to work overtime on a week day shall receive four (4) hours' notice. All employees required to work on Saturday, Sunday or a holiday, shall receive one (1) days' notice to the best of the Employer's ability, emergencies excepted.

E. All work performed in excess of eight hours on any shift starting between 6:00 a.m. and 10:00 a.m. or, seven hours on any second shift starting after 10:00 a.m. and by 5:00 p.m., shall be paid at time and one half for the first four hours and double time for all work performed thereafter. All overtime work

performed between 5:00 a.m. and 6:00 a.m. shall be paid at the time and one half rate. Any Continuing shift starting prior to 5:00 a.m. shall continue past 5:00 a.m. at the time and one half rate for up to twelve hours. After twelve hours of work is completed any additional hours worked shall be at the double time rate. Except when working the first eight hours of a shift (seven hours on the second shift) in accordance with the above, an employee shall receive time and one half for hours worked between 5:00 p.m. and 10:00 p.m. and double for time for hours worked between 10:00 p.m. and 5:00 a.m.

F. When a worker leaves a double time shift, he or she must have an eight (8) hour break between shifts or return to work at the double time rate of pay when working for the same Employer.

G. The first four hours worked Saturday morning between the hours of five o'clock (5:00) a.m. and twelve o'clock (12:00) noon shall be paid at the rate of time and one-half, unless on a continuing double time shift having worked twelve (12) hours. Thereafter, Saturday until Monday at five (5:00) a.m., the rate of pay shall be double time.

H. No shift shall be required to work in an overtime period for over four (4) hours without a "food break" of at least one-half (1/2) hour. A fifteen (15) minute "coffee break" shall be taken approximately half-way through each four (4) hour work period throughout the twenty-four (24) hour day.

I. When employees are requested to take a meal break of more than one (1) hour's duration, then a four (4) hour minimum shall be effective upon resumption work.

J. Builders employed at an Employer's show site as Installers, when such Employer is signatory to the Installers Agreement, shall be subject to Article XIV, Hours and Overtime of such Agreement while in such capacity. The procedure for registration as an Installer is in the employment office procedures at the back of this contract, Sec. D. 6.

#### **ARTICLE XVIII. MEDICAL PROGRAM.**

A. The medical program is composed of a Medical, Vision, Prescription, Dental, and Life Insurance Program.

1. Each Employer signatory to this Agreement shall pay into the Sign, Pictorial & Display Industry Medical Program for each hour paid or owed for employees covered by this Agreement \$8.20 effective April 1, 2011 \$8.65. The Union may defer wages to the Medical plan during the term of this Agreement.

B. Payments are due and payable into the Medical Program between the first and fifteenth day of each month, provided that the Employers receive the necessary forms and data by the first of the month.

C. Said Medical Program shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto.

D. Each Employer signatory to this Agreement agrees to be bound by all of the terms and conditions of said Trust Agreement and any amendments thereto now in force or hereafter adopted.

#### **ARTICLE XIX. PENSION PROGRAM.**

A. Each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Pension Program for each hour paid or owed for employees covered by this Agreement, \$4.50. The Union may defer wages to the Pension plan during the term of this Agreement.

B. Payments are due and payable into the Pension Program between the first and fifteenth day of each month, provided that the Employers receive the necessary forms and data by the first of the month.

C. The Sign, Pictorial and Display Pension Program shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto, and each Employer signatory to this Agreement agrees to be bound by all of the terms and conditions of said Trust Agreement and any amendments thereto now in force or hereafter adopted.

#### **ARTICLE XX. PAYMENT OF FRINGE BENEFITS.**

A. DUE DATES. Each Employer shall submit to the Trust Fund Administration Office payment contributions along with a monthly fringe benefit remittance form, showing the hours worked by its employees during the preceding month or stating that it had no employees. Each Employer shall simultaneously submit a copy of its monthly fringe benefit remittance form to the Union. In order to be timely, fringe benefit contributions must be received by the Administration Office on or before the fifteenth (15<sup>th</sup>) day of the month following the month when the work was performed by employees of Employers whose principal place of business is located within the State of California and on or before the twentieth (20<sup>th</sup>) day of the month following the month when the work was performed by employees of Employers whose principal place of business is located outside the State of California.

B. DELINQUENT PAYMENTS. In respect to all fringe benefit payments, time is of the essence. The parties hereto recognize and acknowledge that the regular and prompt payment of fringe benefit contributions by each Employer to the Trust Funds is essential to the maintenance in effect of the various Funds and Plans involved, and that it would be extremely difficult, if not impossible, to

fix the actual expense and damage to the parties hereto and to the Funds and Plans which would result from the failure of an Employer to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damage to each said Fund and to the parties hereto resulting from any such failure shall be, by way of liquidated damages and not as a penalty, the greater of \$200 or ten percent (10%) of the amount due and unpaid, or as otherwise determined by the Trust Funds. Such liquidated damages shall become due and payable to the Trust Funds on the day immediately following the day on which the Employer become delinquent. In addition, all delinquent contributions and liquidated damages shall bear interest at the rate of ten percent (10%) per annum, from the date each was due, until paid. If any Employer defaults in the payment of any contributions due to the Trust Funds, then in addition to the fringe benefit contributions, liquidated damages and interest provided herein, said Employer shall pay all reasonable collection expenses incurred by the Trust Funds, including but not limited to arbitration fees, costs of fees of collection agents, auditing fees, accountants' fees, costs of attachment bonds, all legal expenses and costs, attorneys' fees, court costs, and reasonable compensation for employees or agents of the Trust Funds incurred in connection therewith.

C. EMPLOYER RESPONSIBILITY. In addition to all other remedies, if an Employer is delinquent in the payment of fringe benefit contributions and, consequently, an employee is denied benefits, said Employer shall pay for the health benefits which would have been provided for its employees but for said delinquency.

D. WITHDRAWAL OF EMPLOYEES. It shall not be a violation of this Agreement for the Union, after receiving notice from the Administration Office that an Employer is delinquent in the payment of fringe benefit contributions, to withdraw employees working under this Agreement from the job or jobs of said delinquent employer or to refuse to furnish employees to said delinquent Employer until full payment has been made. Before withdrawing employees pursuant to this paragraph, the Union must give said Employer seventy-two (72) hours notice by certified mail. Each employee so withdrawn shall continue to receive from said delinquent Employer full wages and fringe benefits up to a maximum of three (3) days, in addition to all wages and fringe benefits due for time actually worked prior to the withdrawal from the job. No employee will be disciplined as the result of leaving the jobsite of a delinquent Employer.

E. RIGHT TO AUDIT. Upon notice in writing from the Trust Funds or an authorized agent thereof, each Employer shall permit any accountant appointed by the Trust Funds to enter upon its premises during business hours, at all reasonable times, and to examine and copy such books, records, and documents of such Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by this Agreement.

F. DOCUMENTS FOR AUDIT. The Employer understands that the purpose of the audit is to determine how much money, if any, is owed under the terms of this Agreement. The Employer further understands that the purpose of the audit would be defeated if it were able to limit the audit in any way, including limiting the audit to the employees whom the Employer defines as covered employees. Therefore, the Employer shall not limit the scope of the audit in any fashion, but must make available to the Trust Funds, upon request, all of the following books and records maintained by the Employer. The parties agree that the following documents are necessary for the completion of an audit pursuant to this Agreement: the Employer's quarterly tax returns to the state and federal government including California Forms DE-6 and IRS Forms 941; payroll journals, individual earnings records and time cards for all employees; general check registers; reports of employee hours to all trade unions and to all employee benefit plans; and workers compensation insurance reports for all employees. Upon the accountant's certification that further documents are necessary to complete an audit, the Employer shall be required to produce any of the following documents as specified by the accountant and approved by the Trust Funds: general ledgers; bank statements; canceled checks; IRS Forms W-2, W-4, 1096 and 1099; cash receipts journals; financial statements; invoices; contracts; federal and state income tax returns; and any other records which the accountant deems necessary or relevant to complete the audit.

G. COST OF AUDIT. The entire cost of the audit shall be borne by the Employer if the audit reveals that the Employer paid fringe benefit contributions which were less than the amount due, by at least ten percent (10%) of all contributions due for the period covered by the audit. Any Employer who cancels an audit without at least two (2) working days notice, or who fails to provide the required documents, shall be liable for the costs caused by that delay or that failure whether or not the audit reveals any contributions due. If an employer refuses the accountant entry for purposes of an audit, the Trust Funds may take legal action to compel entry, without regard to any grievance or arbitration procedure in this Agreement; and the Employer shall pay all reasonable costs and legal fees incurred by the Trust Funds in compelling or obtaining such an audit. In the event that an audit is performed outside the State of California, the Employer shall pay all costs incurred by the Trust Fund's accountant for transportation, meals and lodging in connection with the audit.

H. TERMINATION NOTICE. In addition to giving written notice of termination or modification as set out in Article XXX herein, an Employer desiring to terminate the Collective Bargaining Agreement shall also give notice of termination to the Fringe Benefit Trust Fund Administrator, at least sixty (60) days prior to the last effective date set out in this Agreement, or the last day of January of any succeeding year, (60 days notice) of the desire to terminate or modify this Agreement in order that the Fringe Benefit Trust Funds may have

knowledge of such notice of the Employer.

I. ACKNOWLEDGEMENT OF RECEIPT. The parties hereby acknowledge that the Employer has received copies of, and agrees to be bound, by all Declarations of Trust, as amended, establishing each of the several Fringe Benefit Trust Funds set out in this Agreement.

#### **ARTICLE XXI. SICK LEAVE/BEREAVEMENT/JURY DUTY**

A. Permanent employees will be eligible after one (1) years employment with the same employer for five days sick leave/personal time per year. All sick leave/personal time must be used in the year eligible, it may not be carried over. Employees must schedule the use of sick leave/personal time as far in advance as possible.

B. Three (3) days leave of absence for death in the immediate family, without loss of pay, will be granted all permanent employees. The immediate family shall consist of spouse, parents and children.

C. JURY DUTY - Permanent employees who have worked seventy-five (75) days or more for the same Employer shall receive their straight-time pay while performing jury duty. Any monies paid by the Courts to an employee are to be retained by the employee. It is understood that an employee is to report to work for any part of his/her straight-time work day when he/she is not actually required to be present for said jury duty. It is further understood that the combined time spent on jury duty and in work for the Employer in any one day shall not exceed eight (8) hours (Excluding overtime). Employees on layoff are not eligible for Jury Duty. Proof/verification shall be required of the Employee.

#### **ARTICLE XXII. RATIO OF TRAINEES AND HELPERS TO JOURNEYPERSONS.**

Up to 2 journeypersons - 1 trainee or helper  
3 to 5 journeypersons - 1 trainees and 1 helper, or 2 trainee

Thereafter, for each two (2) additional journeypersons employed, one (1) more trainee or helper.

No shop shall be allowed to employ any trainee or helper which does not employ at least one journeyperson.

At trade show, convention, or other event sites, the ratio of first-year trainees or first-year helpers to journeypersons shall not exceed one (1) first-year trainee or one (1) first-year helper to one (1) journeyperson. Employers are not required to assign any first-year trainees or first-year helpers to such event sites; there shall be no ratio restriction at event sites as to trainees or helpers with more than one (1) year's experience.

## **ARTICLE XXIII. JOINT ACTION TRAINING COMMITTEE.**

A. The Employer agrees to contribute forty-one cents (41¢) per hour , effective April 1, 2011 fifty-six cents (56¢) to a Trust Fund for a Training Program for all employees covered by this agreement. The JATC shall select and employ a Training Coordinator as required. Such individual shall take direction from and be responsible to the JATC.

1. All newly hired trainees and helpers shall be required to complete the Training Program established by the JATC within the first year of employment.

2. The JATC shall maintain a current list of an adequate number of trained and accredited riggers. Such list shall be distributed to the designated operations manager of each Employer. The Employer shall only use JATC trained and accredited riggers when performing a rigging function with employees covered by this Agreement.

3. Any dispute the Trustees are unable to resolve will be submitted to an independent arbitrator for final and binding arbitration. The arbitrator will be selected by the Safety Committee trustees and the costs of the arbitration will be paid by the JATC fund. The Fund will not pay any attorney fees, and attorneys will not be employed to argue the dispute.

B. The JATC and the Health & Safety Committee shall consist of Four Employer appointed Trustees, who each shall maintain an employment relationship with an Employer signatory to this two part Agreement; and four Union appointed Trustees, three of whom shall be Business Representatives of Local 510 and one of whom, shall be a rank and file member of Local 510.

1. Each Employer shall verify with the steward that all new hires are capable of safely operating all power tools and are familiar with all safety regulations.

2. The Committee shall hold regular meetings quarterly and may meet in executive session as they deem necessary;

3. Prepares and makes available to the affected employees, written records of the safety and health issues discussed at the committee meetings and, maintained for review by CAL OSHA upon request;

4. Reviews results of the periodic, scheduled worksite inspections;

5. Reviews investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submits suggestions to management for the prevention of future incidents;



6. Reviews investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own inspection and investigation to assist in remedial solutions;

7. Submits recommendations to assist in the evaluation of employee safety suggestions.

8. Upon request from CAL OSHA, verifies abatement action taken by the employer to abate citations issued by CAL OSHA.

9. Disputes will be settled through the Grievance Procedure, Article VIII. The Employer will be responsible for implementing and enforcing safety rules.

10. Health and Safety policies will be established by this Committee for the Industry.

C. During the term of this Agreement the JATC will coordinate with DC 36 to establish a Certified Journeyman Program to be implemented no later than during the term of the successor Agreement. Any changes in wage rates for the certified journeymen classification are to be determined by negotiation between the parties, either by addendum to this Agreement or included in the successor Agreement.

D. In the event either party is not satisfied with a decision of the JATC, the matter may be appealed through the Grievance and Arbitration Procedure.

E. At the discretion of the JATC Trustees a portion of hourly contributions may be diverted to the IUPAT Labor Management Fund and/or the National Apprentice Fund.

F. The Drug-Free Workplace Policy set forth in Appendix A is incorporated by reference herein.

G. The parties recognize the need to establish a Joint Apprenticeship Program. This program shall be contained in Appendix "B" of this Agreement and shall be under direction and administration of the JATC. The program shall be in compliance with the State of California regulations for the operation and state assisted funding of such a program. It is the intention of the parties to establish this program during the first year of this Agreement and to implement the program effective April 1, 2011. The current "B" and "C" classifications may be phased out during the establishment of the Apprenticeship program as determined by the JATC.

#### **ARTICLE XXIV. DRESS AND HYGIENE STANDARDS**

The Employer and the Union recognize the necessity of maintaining a dress code and minimal personal hygiene standards for the purpose of safety, insurance and customer service. In furtherance of this goal, the Employer and the Union agree to the following:

1. All employees are required to wear closed-toed work shoes, leather shoes or tennis shoes while on duty. Sandals and clogs are prohibited.
2. All clothing at the start of the shift should be clean. All employees must wear shirts or T-Shirts with hemmed collars, bottoms and sleeves. All tank tops, open midriff tops and/or shirts with lewd or pornographic content or vulgar expletives are prohibited. Shirts with the name or logos of another Employer, other than the Employer for whom they are working on that day, are prohibited.
3. Safety equipment must be used or worn by the employee.
4. Personal hygiene must be maintained.
5. There shall be no smoking in prohibited areas.
6. Employees who do not comply with the above provisions are subject to discipline. Employees who are sent home under this provision shall not be entitled to minimum pay but will be entitled to pay for the hours actually worked.

#### **ARTICLE XXV. TOOL & EQUIPMENT MAINTENANCE.**

All power tools and equipment shall be properly maintained and all saws sharpened by the Employer. Also, all employee owned handsaws, files, and drill bits used in the shop shall be sharpened by the Employer.

The Employer is also responsible for the replacement of all batteries used in cordless drills, (i.e., Makita) when expended during shop use.

The employer shall supply sufficient power tools for the employees.

#### **ARTICLE XXVI. VISITS TO ESTABLISHMENTS.**

It is agreed by the parties hereto, that for the purpose of the carrying out and enforcing the terms of this Agreement, the Business Representatives of the Union, or a properly accredited representative of the International Brotherhood or Local Union, shall have the right of visiting and entering the establishment of the Employer to interview workers. The Union representative shall enter the Employer's premises by the front door and shall notify the owner or manager (or if neither is available some other non-bargaining unit employee) prior to proceeding to the work area.

**ARTICLE XXVII. CHANGE OF OWNERSHIP.**

A. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

B. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for the terms of this Agreement for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this Agreement. The word "damages" in this paragraph means any loss of wages or fringes sustained by an employee or the Union due to the Employer's failure to abide by the provisions of this paragraph.

**ARTICLE XXVIII. CONTRACT ENFORCEMENT.**

A. The Union agrees to immediately take all steps to enforce the terms and conditions of this Agreement upon all shops and/or Employers engaged in any of the classifications of work covered by this Agreement.

B. The Union further agrees to immediately take all steps to prevent the installation of displays and/or exhibits in any shows or conventions located within the jurisdiction of the Union, by other than employees of the Employers signatory to this Agreement.

C. There shall be no strike or lockout during the term of this Agreement.

**ARTICLE XXIX. LABELS.**

The label of Local Union No 510 shall be placed on each finished piece of display work in such a position as may be mutually agreed upon by the Employer and the Union.

**ARTICLE XXX. NOTIFICATIONS.**

A. Each Employer signatory to this Agreement agrees to notify the Union of any new hires the next business day.

B. The Union agrees and it shall, upon the execution of this Agreement, notify its members of the provisions thereof, and shall thereafter discipline any of its members found guilty of the violation of the goodwill and cooperation of this collective bargaining agreement.

C. Each Employer signatory to this Agreement shall notify the Union of all bookings or scheduling of shows thirty (30) days prior to said show. All shows with one thousand (1000) or more booths shall have a pre-job conference. When a thirty (30) day notice is not possible the Employer, in any event, shall notify the Union of all shows in Local 510 jurisdiction.

D. The Employer will notify the Union Designated representative in writing of any changes in an employee 's status.

#### **ARTICLE XXXI. SAN FRANCISCO SICK LEAVE ORDINANCE**

To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this agreement.

#### **ARTICLE XXXII. TERMINATION OF CONTRACT**

A. This understanding shall be the basis of the working agreement between the two principals above mentioned for a period beginning April 1st, 2010 to March 31st, 2012, and shall continue in full force and effect from year to year, except as hereinafter specified, unless terminated, amended, rewritten or cancelled by either party serving notice in writing sixty (60) days previous to the expiration day, at which time the principals hereto shall notify each other, of any changes requested.

B. In the event that negotiations extend beyond the date of expiration of this Agreement, the terms of the present agreement shall remain in effect until a new agreement is signed and any alterations in wages, hours and working conditions shall be retroactive to the date of expiration.

**ARTICLE XXXIII. SEPARABILITY CLAUSE.**

In the event that any of the provisions of this Agreement shall be said to be in violation of any state or federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement.

**FOR THE UNION**

SIGN, DISPLAY AND ALLIED CRAFTS LOCAL UNION NO. 510

SIGNATURE: \_\_\_\_\_ DATED: April 1, 2010

Michael E. Hardeman

**FOR THE EMPLOYER**

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATED: \_\_\_\_\_

Print Name: \_\_\_\_\_

MEH/jlw-opeiu-3-afl-cio(147)









## **TRADE SHOW AND CONVENTION DECORATOR AGREEMENT (SHOW)**

THIS AGREEMENT is made and entered in this April 1, 2010, by and between Convention Services Employer, hereinafter referred to as "EMPLOYER" and PAINTERS and ALLIED TRADES DISTRICT COUNCIL 36, on behalf of SIGN DISPLAY AND ALLIED CRAFTS LOCAL UNION 510, hereinafter to as "UNION".

### **WITNESSETH**

For and in consideration of harmonious relations and the maintenance of settled conditions in the Trade Show and Convention Industry; for the stabilizing of the standards thereof; for the peaceful adjustment of any disputes or grievances that may arise from time to time, and other mutually beneficial relations, the parties hereto have agreed individually and collectively.

### **ARTICLE I. JURISDICTION.**

A. Sign, Display and Allied Crafts Union No. 510 shall have sole jurisdiction over the following work done by the Employer: (1) the installation and removal of all exhibits (floor-to-ceiling) and related materials in connection with trade shows and conventions, including, but not limited to: (a) trade show and convention booth assembly and disassembly; (b) installation and removal of interior and exterior decorations, flags, drapes, and other display materials, specialty furniture, theme areas, modular systems and other display materials; and when assigned to employees covered by this Agreement, operation of mechanical lifts, installation and operation of chain motors and trusses for sign and display material, shall be performed by Installers JATC trained and accredited as riggers; (c) uncrating, assembly, installation, removal, disassembly, and re-crating of all commercial exhibits; installation, dismantling of furniture owned by the Employer, installation and removal of floor coverings and special event displays; and (2) driving of trucks of a maximum capacity of one and one-half tons in the delivery and/or installation and/or removal of the above work and warehouse work, including forklift operation where currently performed.

B. 1. The Union shall also have sole jurisdiction over the following work done by the Employer: (1) the construction, preparation, erection, and maintenance of all swing stage sign work, and all other signs, including installation of all electronic digital signs and displays, lettering, pictorial work, screen process work, show card writing, commercial exhibits and fabrication of advertising displays and (2) pattern and sketch making, scale model making, the preparation of training aids and mockups and application of plastic, vinyl, and similar materials.

2. The Employer agrees that, by entering this Agreement, it will be bound by and abide by the terms and conditions of employment for employees in the classifications set forth in the agreement between the Union and the Convention Services. All members of Union Local 510 shall have complete protection of the provisions of this Agreement including access to the Grievance Procedure, Article VIII.

C. The Employer recognizes the Union as the sole and exclusive source of labor for classifications covered by the Agreement. All work within the jurisdiction of this Agreement shall be done by workers governed by this Agreement in conformity with past practice. Nothing contained in this Agreement shall be construed to restrict workers to the performance of work within his or her classification. Any worker may perform any work within the jurisdiction conferred by this Agreement which he or she may be qualified to do, in conformity with past practice.

D. The only exception to sole jurisdiction (exclusive recognition) is the labor agreements G.E.S. Exposition Services, Inc. has with the Carpenters and Upholsterers Unions. The total number of those employees is not to exceed seven (7). These employees shall be subtracted from G.E.S. thirty-six (36) call by name. (As per N.L.R.B. ruling).

The Union recognizes that for purposes of dispatching labor in accordance with the terms and conditions of Article III paragraph B of the Agreement, the GES Exposition Services San Jose operation shall constitute a separate and distinct location. The GES San Jose operation shall therefore be entitled to its own labor call, including the right to designate thirty (30) journeyman installers selected by name, which shall be separate and distinct from any labor call made by the GES San Francisco operation.

When GES exercises its rights for the San Jose operation under Article III paragraph B, it is understood and agreed that all workers dispatched may only be utilized for work in Santa Clara/Santa Cruz Counties and points south. Neither crew may be rolled North/South or South/ North.

E. The jurisdiction of the Union shall cover the following California counties so long as the Union can provide sufficient qualified workers: Alameda, Alpine, Calaveras, Contra Costa, Fresno, Lake, Madera, Marin, Mariposa, Mendocino, Merced, Mono, Monterey, Napa, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus and Tuolumme. The Union shall use its best effort to equitably enforce this provision at all locations where its jurisdiction is established and maintained.

F. In consideration of the grant of jurisdiction made by the Employer to the Union in this contract, the Union shall cooperate with the Employers to avoid any encroachment by other labor organizations or crafts over the jurisdiction of the work described in this Article I.

G. Any installation of exhibits or displays including any setup materials or uncrating "with the exception of exhibitor product as described herein below" which requires the use of hand tools, or more than one person, or longer than 30 minutes (including crating or uncrating) to install, or structure exceeds ten feet in any direction, shall be installed by employees covered by this Agreement. Installation of product that is used as an exhibit shall be considered as such. It is the intent when an exhibitor uses the product in its designed form and it is not attached to or part of another item (i.e., pegboard, framework) then it will be permitted. An exhibitor's product shall be considered exempt from any jurisdictional claim with the following exceptions: Any display consisting of back wall panels, headers, light boxes, partitions, or graphic panels, shall fall within the jurisdiction of the Union even if that display is the product sold by the exhibiting company.

## **ARTICLE II. UNION SHOP MEMBERSHIP.**

A. All employees in classifications governed by this Agreement who are members of the Union on the effective date of this Agreement shall be required as a condition of employment to maintain their membership in good standing in the Union during the term of this Agreement.

B. Employees in classifications governed by this Agreement who are not members of this Union on the effective date of this Agreement, and all new employees in classifications governed by this Agreement hired thereafter, shall be required as a condition of employment to become and remain members of the Union in good standing on or after the 30th day following the beginning of their employment or the effective date of the Agreement, whichever is later.

C. For the purposes of Article II, "members of the Union in good standing" means "persons who tender to the Union the periodic dues and administrative fees uniformly required as a condition of acquiring or maintaining membership".

## **ARTICLE III. HIRING AND DISPATCHING**

A. The Employer recognizes the Union as the sole and exclusive source of labor for installers and accepts the exclusive hiring hall procedure (attached herewith) as the Union's procedure for dispatching installers. The Employer shall be entitled to complete a crew with workers from any source when the Union is unable to provide sufficient qualified workers.

B. The Union upon request of the Employer shall dispatch up to 33 journeyman Installers by name effective February 1, 2010 through January 31, 2011. Effective February 1, 2011 this number shall thereafter be increased to 36 journeyman Installers.

The Employer shall notify the Union of their call by name list for the next calendar week by 2:00 PM each Monday (except holidays). There will be no modifications to the list during that calendar week except by mutual agreement on special occasions as required for security reasons or client demands. If the Union does not receive a list by 2:00 PM each Monday the latest current list will remain in effect. All communications in regard to dispatch and call by name shall be by fax or email. Telephone communications shall be confirmed by fax or email.

C. The Union agrees to furnish competent workers in good standing to the best of its ability, and the membership of the Union will give loyal, unprejudiced support to the requirements of the Employer.

D. The Employer shall have the right to reject any worker dispatched by the Union if the worker is deemed by the Employer, in its sole discretion, not to be in a fit condition to perform the work for which the worker is dispatched. Workers sent home for just cause (excluding minor offenses such as tardiness and the like), shall not be again dispatched to the Employer for the remainder of the show with notification to the Union.

E. When members of the bargaining unit are required to fulfill the needs of any Employer, the final update for the following days dispatch shall be sent to the Union before 2:00 PM by the Employer or such late dispatch shall be subject to low priority. The initial dispatch requirement for Saturday, Sunday or Monday morning shall be sent to the Union by 2:00 PM Friday. "All initial requests for labor shall be submitted in writing, via Facsimile (or Electronic Mail, if timely). This notification will satisfy the approximate number of members of the bargaining unit needed to fulfill the Employers need; other dispatch, layoff and rollover information shall be sent by FAX (or E mail, if timely). Dispatching of workers shall be accomplished by telephone or other electronic methods.

F. On reporting for the installation an employee shall notify the Employer if they will not be available for the dismantle. No later than completion of the installation the Employer shall notify those employees available for the dismantle when to return. Employees so notified shall return as scheduled, except for reason of undue hardship. Employers may reassign journeyman Installers from one job or jobsite to another so long as no layoff of more than 48 (excluding holidays) hours occurs and shall give priority callback subject to reasonable operational requirements. Rollover from Friday to Monday is allowed as the sole exception to this provision. Employers may not reassign B or C list Installers from one jobsite to another.

G. The normal order of layoff shall be: first "C" list, second "B" list and last "A" list, unless operational inefficiencies on a given day would result from layoff in that order. The workday shall end at midnight (unless completing a minimum guarantee). Employees who will not be scheduled by the Employer to work on the subsequent day of installation shall be notified by 3:00 PM whenever practicable and no later than the end of their shift on the day of layoff. An employee placed on such layoff may decline recall to that show providing the Employer is so advised at the time of layoff.

H. The Employer shall select and designate an initial foreperson on the call, such foreperson shall be excluded from the number of employees dispatched by name in paragraph B and shall be paid 11% above journeyman rate of pay. Such foreperson shall remain accessible until work at all locations is completed and shall be available to properly supervise the work and perform other forepersons duties and responsibilities under the direction of the Employer. Whenever three or more A Installers are employed one shall be a foreperson. The right to promote or demote forepersons shall remain at the sole discretion of the Employer.

I. Should a court of competent jurisdiction or the National Labor Relations Board determine that seniority provisions such as those contained in the Procedures for Installers are unlawful, those provisions shall become inoperative, and the parties shall meet as soon as possible to agree upon provisions as similar to the present ones as possible.

J. Other details of the dispatch procedure shall be conducted in accordance with the Procedures for Installers attached hereto.

K. The Union shall furnish each employee with an appropriate photo identification badge to be properly displayed above the waist while working. Each Employer shall furnish a Company identification sticker to be properly affixed to the designated position on such badge while working for that Employer.

The Employer may require employees working as forepersons or leadpersons to wear Company furnished work clothing. All other employees shall not be required to wear Company furnished work clothing unless a specific requirement for a particular show or exhibit. In all circumstances work clothing shall be safe and appropriate for the job.

#### **ARTICLE IV. STEWARD.**

A. On major shows of 200,000 or more square feet, or as determined by the parties in advance, the Union shall assign and schedule a Show Steward to the event. Such Show Steward shall be properly trained and qualified to be in charge of all steward responsibilities and the supervision of working stewards in the employ of any and all signatory employers at the showsite or showsites, as determined by the Union. The Show Steward shall be compensated at the Leadperson rate of pay, including fringes, by the general contractor of the show but not included in such contractor's production workforce. The Show Steward shall directly report to the Business Agent designated by the Union, shall act as the Business Agent's representative and is subject to assignment or reassignment by the Union. The hours of work of the Show Steward shall be determined by the Union and a reasonable cost estimate submitted to the general contractor in advance of the show

In addition to the foregoing and the duties of the working steward, the Show Steward's duties and responsibilities include, but are not limited to, monitoring and enforcing the provisions of the Agreement without unnecessary loss of employee and/or working steward productive time, coordinate with all appropriate employer representatives (foremen and management) in the implementation of the Agreement, work with the safety and loss prevention representatives of the Employer, courteous and appropriate interaction with facility management, show management, exhibitors and representatives of other Unions working on the premises.

It is the intention of the parties that Show Stewards will properly represent the interests of the Union and employees at showsite, therefore eliminating floor disputes, increasing efficiency and promoting improved industry and customer relations. Forepersons shall not be stewards.

B. The Union may appoint working stewards as a representative of the Union in sufficient numbers to assist the Business Representative and/or Show Steward to protect the jurisdiction of the Union under the Agreement. More than one working steward may be appointed to an event or Employer by mutual agreement of the parties, one such working steward shall be designated the primary working steward. Further, by mutual agreement a working steward may assist the Business Representative or Show Steward in a subsequent dispatch.

Working stewards will promote safe work practices and encourage harmonious relations on the job site. They will be permitted to devote a reasonable amount of time to these concerns. If a working steward leaves a job site and three or more Installers remain the working steward (or Show Steward) may appoint a successor from the remaining Installers. Working stewards and employees shall not be disciplined, coerced or discriminated against for engaging in lawful activity under the Agreement.

Whenever practicable working stewards shall not directly contact exhibitors or show management concerning jurisdictional or other matters under the Agreement without first contacting the Employer. In any event such contact shall be made in a courteous and professional manner. Working stewards shall be the 3<sup>rd</sup> from last person laid off each day. If the entire call-by-name crew is rolled over the stewards shall be rolled over, but not necessarily as the stewards.

The Show Steward or a working steward will be present when out-of-area workers sign in and out and the Employer shall make every reasonable effort not to assign working stewards to installing and dismantling displays whenever practicable.

C. The Show Steward or working steward shall be notified of an accident on the jobsite. The Union shall receive a copy of the Employers accident report involving any employees under this Agreement upon request.

D. The Employer shall maintain a daily sign in sheet that includes the name and classification of each employee. The Employer shall provide a copy to the Union in a timely manner. Upon request the Union may review employee timecards and obtain copies of sign in sheets.

E. For each work location, the Employer shall make available to the Show Steward or working steward, by 9:00 am, an agreed upon form, or its equivalent, containing a list of employees laid off on the previous day.

F. The Union is responsible for notifying the Employer and employees at the job site of the Show Steward and working stewards. All such stewards shall be previously trained in or familiar with their appropriate duties and responsibilities.

#### **ARTICLE V. MANAGEMENT PREROGATIVES.**

The Employer shall have sole and exclusive jurisdiction of the management and operation of its business, including but not limited to; direction and size of the working force, types of equipment, establishment of production rates and standards, the extent to which the plant or any part thereof is operated or shut down, the right to maintain efficiency in all places of employment, the right to transfer (with the consent of the employee), hire, promote, demote, discipline and/or discharge employees, subject to the specific provisions of this Agreement. It is agreed the foregoing rights shall not be deemed to exclude other preexisting rights of management not enumerated herein providing such preexisting rights do not conflict with any terms and conditions of this Agreement.

**ARTICLE VI. DISCHARGE AND DISCRIMINATION AGAINST EMPLOYEES.**

A. The Employer agrees not to discharge or discipline any employee for engaging in any lawful protected activity which is not in violation of this Agreement.

B. The parties signatory hereto agree that no employee will be discriminated against by reason of age, race, color, religion, disability, sexual orientation, national origin or military status, further the parties shall abide by all applicable Federal and State Laws including but not limited to the Family Medical Leave Act, membership or non-membership in the Union or any other labor organization. It shall not be a violation of this Agreement for any employee to refuse to work in connection with any display of any establishment of any individual, firm or corporation, when such individual, firm or corporation is under lockout or is under strike recognized by the Teamsters, ILWU, AFL/CIO Labor Council and/or a Building & Construction Trades Council.

**ARTICLE VII. DISMISSAL.**

The Employer is at liberty to discharge for sufficient cause any employee. Sufficient cause shall include, but is not limited to, dishonesty, substance abuse, repeated violation of the safety rules and failure to report to work without just cause. The Employer shall notify the Union of any termination for cause in writing within five (5) working days (Monday - Friday).

**ARTICLE VIII. GRIEVANCE PROCEDURE.**

A. Any dispute that may arise as to the interpretation of this Agreement shall be brought to the attention of the other party of this Agreement. Any dispute must be taken up with the Employer within thirty (30) days of the date the Union has knowledge thereof.

B. Any dispute as to the interpretation of this Agreement which cannot be adjusted amicably between the Union and the Employer within fourteen (14) days may be referred to a Board of Adjustment upon written request of either party. The Board shall consist of two (2) selected by the Union and two (2) selected by the Employer. The findings of this Board shall be binding upon both the Union and the Employer, provided that the Board shall not have authority to change, alter or modify any of terms or provisions of this Agreement. The decision of the Board shall be by a majority and shall be reached within seven (7) days from the date the controversy is presented for adjustment. This process may be waived by either party (Union or Employer) and shall proceed directly to Step C. By mutual agreement of the Employer and the Union this section may be modified during the term of this Agreement.



C. In the event that any dispute submitted to this Board of Adjustment cannot be settled within the period of time provided for in Section B. above, the issue in dispute may be submitted for disposition to an impartial arbitrator. The party presenting the dispute shall request arbitration in writing not more than ten (10) days following a deadlock in Board of Adjustment, or the dispute will be considered to have been withdrawn and waived. If no response is made to the request for arbitration within fifteen (15) days, the allegations shall be deemed to have been submitted and proved. Such impartial arbitrator shall be selected by alternate striking from a panel of seven arbitrators to be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not have authority to change, alter, add to, delete, amend or modify it. His/her decision on any matter submitted to him/her shall be final and binding on both parties to this Agreement.

#### **ARTICLE IX. LABOR CONTROVERSY.**

If members who are subject to this agreement are withdrawn upon the order of the International Officers, or of a Central Labor Organization with which they are affiliated, because of a labor controversy upon the building or site in which members are, or about, to perform any display installation, it shall not be a violation of this Agreement.

#### **ARTICLE X. CLASSIFICATIONS.**

A. The JATC will establish and maintain a continuing journey level education program that includes appropriate required refresher courses as determined by the JATC. Successful completion of governmental or JATC required training programs; accreditation or certification shall be considered a necessary qualification for employment. There shall be only one classification of journey person installer. A worker shall be acknowledged and treated as a journey person installer if he or she has met the requirements in that classification and can perform, without assistance, the work commonly associated with the installer classification. (1) To insure the high degree of professional work standards the parties agree that if the skill and proficiency of a journey person is questionable the following procedure may be initiated by any two of the following three: foreperson, steward, production manager. (a) The affected journey person shall be referred to a Joint Review Panel composed of one Union member and one Employer member appointed by and responsible to the JATC. (b) The Training Coordinator shall consult with and advise the Panel of his/her recommendations. (c) The Joint Review Panel shall investigate and determine the required remedial action to be taken. Such remedial action may include classroom training, on the job training or any other remedial training within the jurisdiction of the JATC. (d) The Joint Review Panel shall not have authority or responsibility to take or recommend discipline or discharge action. Determinations of the Panel shall not be subject to the grievance procedure. Either party may request a review of any Panel determination by the JATC. The

JATC shall maintain continuing educational programs and refresher courses as needed including certification classes.

B. Carpet Cleaners are persons who operate carpet cleaning equipment. When working in the shop they will clean and handle floor coverings and will maintain the floor covering storage area. They may work as installers if all A List installers are working, but in such a situation shall be paid the appropriate installer rate. Hiring of carpet cleaner shall only be through the Union. When working at a location other than the shop, carpet cleaners may only operate cleaning equipment, may roll and unroll carpet for cleaning purposes only and must be under the supervision of a 510 Foreperson.

C. Minimum tool requirements for all Installers are: claw hammer; pliers; one small and one large flat screwdriver; one medium Phillips screwdriver; 6" to 10" crescent wrench; 30 ft. or larger tape measure; Stanley or equivalent utility knife; diagonal or side cutters; work apron with pockets or tool belt with pouch; one metric and one standard Allen wrench set; cushion back carpet cutter; chalk line; small pry bar; pen or pencil; staple gun (Markwell L4, Arrow JT21 or equivalent); ratchet and appropriate sockets for modular systems. Installers shall have their tools readily available. Any Installer reporting to work without their required tools shall be subject to dismissal for that workday. The Employer shall supply staples, ladders (as needed), which shall be industrial rated and an adequate first aid kit.

Journeyman Installers shall have a hand held rechargeable battery operated drill motor as a required tool. The Employer shall have a battery charging station available at the job site.

D. **WORKING FOREPERSON.** Forepersons are defined as workers who call together a crew of installers and who direct the work of the crew. Forepersons shall be 510 "A" Installers. No person may be a foreperson for more than one company (simultaneously).

E. **LEADPERSON.** There shall be one leadperson (journeyman) whenever an employee is coordinating the work flow of six or more A, B, or C List Installers. Such leadperson shall be paid a ten percent premium. The Employer retains the right to promote and demote leadpersons and forepersons.

F: **NON JOURNEYPERSON (B&C) INSTALLERS** Workers who have not completed requirements for Journeyman Installers, but can use required tools in performing installer assignments.

G. **APPRENTICE:** Workers that have qualified for and been accepted into the Apprenticeship program established under Article XXIV and Appendix "B" of the Agreement.

## **ARTICLE XI. OUT-OF-AREA-INSTALLERS.**

1. "J" and "A" list members of IUPAT Local Union 831 of District Council 36 may work on a ratio of three (3) Local 510 members to one (1) Local 831 member within the jurisdiction of Local 510 provided Local 510 is notified by the Employer prior to them commencing work.

Members of other affiliated IUPAT Local Unions may clear in and work for the duration of the show within the jurisdiction of Local 510 in a minimum ratio of three (3) Local 510 members to one (1) member from another IUPAT Local Union. This minimum 3/1 ratio must be maintained at all times during the employment of such workers, including any standby work.

2. Members of Local Unions not affiliated with IUPAT may work in this jurisdiction by mutual agreement between the Principal Officer of Local 510 and the Employer, provided all available "A" Installers are working.

3. Anyone who does not register with the Union at least one business day before starting work in our area will not be allowed to work under this Agreement.

4. Out-of-area workers shall be included in the employer's call by name, when called by the Employer.

5. Each Employer shall check off one dollar (\$1.00) per hour worked by all out of area Installers and all B and C Installers and remit such funds to Local 510. Prior to working the Installer shall complete the appropriate authorization.

6. Whenever a Local 510 Installer accepts a temporary assignment out of the jurisdiction of this Agreement, such Installer shall continue to be covered by all the terms and conditions of this Agreement.

**ARTICLE XII. WAGES.**

A. The minimum hourly wage rates for the employees in classifications governed by this Agreement shall be as follows for each hour worked, paid or owed:

All rates listed (prior to B & C classification) five cents (5¢) promotion fund plus 2% administrative dues (on wages worked paid or owed) shall be deducted from the check.

4/1/10

**1. 'A' INSTALLERS - JOURNEYPERSONS:**

Base Rate Straight Time	36.60
vacation & holiday pay 7%	
on straight time hours only	<u>2.56</u>
	<b>39.16</b>

Time and One-Half	54.90
Double Time-	73.20

**FOREPERSON**

Base Rate Straight Time including	
vacation & holiday pay 7%	43.47
Time and One-Half	60.95
Double Time	81.26

**LEADPERSON**

Base Rate Straight Time including	
vacation & holiday pay 7%	43.08
Time and One-Half	60.39
Double Time	80.52

**APPRENTICE:**

1<sup>ST</sup> Year 70%

Base Rate Straight Time including	
Vacation & holiday pay 7%	27.41
Time and One-Half	38.43
Double Time	51.24

2<sup>nd</sup> Year 80%

Base Rate Straight Time including	
Vacation & holiday pay 7%	31.33
Time and One-Half	43.92
Double Time	58.56

3 <sup>rd</sup> Year 90%	
Base Rate Straight Time including	
Vacation & holiday pay 7%	35.25
Time and One-Half	49.41
Double Time	65.88

2. INSTALLERS 'B' LIST:	
70% of Journeyperson Rate,	25.62
Time and One-Half,	38.43
Double Time	51.24

3. INSTALLERS 'C' LIST;	
55% of Journeyperson Rate,	20.13
Time and One-Half,	30.20
Double Time	40.26

\$1.00 dues check off to be deducted from B, C and Installer trainee rates listed for each hour paid or owed

All Carpet Cleaners and Shop Installer employees benefits see Shop Agreement. Sick leave shall be computed from the first day of employment to establish a yearly (minimum of 1500 hours worked) or pro rata below 1500 hours.

4. FOREPERSON: 11% above Journeyperson's rate. Pay will be in units of 4 hours (i.e., if a person worked as a Foreperson any part of the day, he or she would receive Foreperson pay for 4 hours.)

5. LEADPERSON (OR HIGHTIME): 10% above Journeyperson's rate. Leadperson or hightime pay will be in units of 4 hours (i.e., if a person worked as a Leadperson any part of the day, he or she would receive Leadperson pay for 4 hours)

7. SHOP EMPLOYEES: Shop employee wages and conditions shall be governed as per Article I, Section B.2.

7. (a). An employee under this Agreement may be granted transfer to the Builders Agreement when working for an individual Employer under the following conditions:

Completed three years, with a minimum of five hundred hours of work each year, under the Installers Agreement and successfully completed all JATC requirements. Such Installer shall be eligible for the journeyperson builder classification and be considered a 'shop installer' for that Employer.

When working for another Employer as an Installer such employee shall be covered by the Installer Agreement.

The foregoing shall not preclude such employee from working in a shop under the Installer Agreement if mutually agreeable between the employee and

Employer.

B. MINIMUM TIME. A minimum of four (4) hours pay at the rate in effect at the time an employee reports to work shall be paid as a mini-call e.g., if a person reports to work at 4:00 P.M. Monday and worked two hours, he or she would receive one hour straight time and three hours at time one and one-half.)

C. HIGH TIME. Ten percent (10%) additional shall be paid for work performed over three stories or thirty feet, whichever is higher. And for all mechanical lift work.

D. PAYDAY. Each Employer shall designate a weekly payday of Tuesday, Wednesday or Thursday. Employees shall be paid on the same day each week. If wages due are not paid within three (3) days of the regular payday, then in addition to all other legal remedies, the employee shall be paid an additional \$25.00 per day for each day the wages remain unpaid, up to a maximum amount of \$150.00. It shall not be a violation of this Agreement for any employee to refuse to work for any Employer who has not paid all wages due within three (3) days of the regular payday. Reasonable effort shall be made to deliver paychecks to the Convention Center for employees who may be working there after 3:00 PM and prior to 5:00 PM on payday, or the employee may pick up their paycheck from an Employer maintaining a regularly staffed office or other designated facility between 3:00 PM and 4:30 PM on the regular payday. Checks not claimed by the employee on the regular payday shall be sent by mail to the employee's last known address on the first business day following the regular payday. Such payday may be changed upon two (2) weeks written notice to the Union.

During the term of this Agreement each Employer shall make available to eligible employees covered by this Agreement, the option to directly deposit their paychecks into their designated account in a participating financial institution in accordance with the terms of the Employer's direct deposit option. Each employee shall be responsible for properly completing the enrollment form supplied by the Employer, with required attachments thereto, and presenting such form to the Employer during the enrollment period. In the event the direct deposit option is selected it is understood that funds may not be available to the employee until the business day following the designated payday.

In the event an employee closes a bank account without required notice to the Employer a manual paycheck will be issued on the next payday after notice of deposit rejection from the financial institution.

When a paycheck or direct deposit receipt sent to the employees last known address is returned to the Employer unclaimed, such item shall be submitted to the Union for disposition.

Casual Workers-Status and Payment of Wages – Due to the nature of the

industry, Casual Workers have always been, and will continue to be, assigned to projects of relatively short duration. Upon completion of such projects, Casual Workers are not (and never have been) considered discharged under the Collective Bargaining Agreement. Instead, they remain covered by the Collective Bargaining Agreement and eligible for continued assignments.

In addition, Casual Employees have always been covered by and paid in accordance with the Collective Bargaining Agreement upon completion of their assignments. The parties recognize that the facilities at which employees covered by the Collective Bargaining Agreement work (including without limitation) are venues that host live theatrical or concert events as defined by Labor Code Section 201.9 and employees working at such venues are employed pursuant to Labor Code Section 201.0

F. ADMINISTRATIVE DUES. The Employer agrees that as and for dues, it shall, pursuant to certification by the Union (as provided below) deduct and transmit to a bank or a similar financial institution thereto (the "Bank") the following sums for all hours paid or owed by members of the Union:

Journeyman installers/Apprentices	
2% of wages & Promotion Fund, \$.05 per hour (deducted from gross check)	2% of wages plus 5¢/hour
Non-Journeyman installers	
B or C Lists administrative dues	\$1.00/hour
Out-of-area workers administrative dues	\$1.00/hour

G. Each Employer shall post a \$40,000 Surety Bond to be initially eligible to sign this Agreement. Existing \$25,000 bonds shall be raised to \$40,000 by January 1, 2011. Employers initially signatory prior to April 1, 2004 may drop their Surety Bond with approval of the Trust Fund Trustees. The bond shall be reinstated if three delinquencies occur within a one year period. Once reinstated the bond shall not be dropped. Surety Bonds of Employers initially signatory on or after April 1, 2004 shall remain in effect and shall not be dropped.

The Union shall certify to the Employers a list of installers that have signed a voluntary dues deduction authorization and shall further certify that copies of those authorizations have been filed with the Bank. The Union shall also send all employers signatory to this Agreement a list of installers who may be dispatched who have not signed such an authorization. Upon request of any Employer the Union will provide copies of all authorization. The Union agrees to hold the Employers harmless for any liability they may incur to employees by virtue of dues which have been checked off or omitted from check off in reliance

upon any of the aforesaid certifications by the Union. Remittances shall be due on the same day and same basis as medical insurance and pension contributions are due.

H. The level of wages and benefit contributions (excluding administrative dues which may be reduced with 30 days notice to the employer) identified in this Agreement will remain as identified for the life of this Agreement.

### **ARTICLE XIII. TRAVEL EXPENSE.**

A. Employees required to remain overnight out of jurisdiction of this Agreement shall be reimbursed for actual, reasonable expenses for meals, lodging and transportation in accordance with the Employers policy for all employees of that Employer. When a per diem policy is used for meal expense such policy shall not be less than the IRS minimums in effect at the time of the trip. Whenever an employee travels with their personal vehicle at the Employers request the reimbursable mileage shall be in accordance with the IRS allowance. Employees requesting an expense advance shall submit such request during normal business hours in accordance with the Employers Procedure.

The Employer shall not be required to provide travel or lodging expenses on initial dispatch for Employees in the jurisdictional area of this Agreement.

It shall be the responsibility of the Employees to keep travel expenses reasonable. The Employer may demand receipts for travel expenses.

Traveling time on Monday through Friday shall be at the straight time rate. Travel on Saturday or Sunday shall be at the time and a half rate. If an employee is traveling and working on a continuous shift the applicable overtime rate shall apply.

B. Any time spent in transit from one jobsite to another for the same employer shall be considered worked time. When one Employer transfers employees from one job site to another, if less than four (4) hours elapses between the sign out of the first job and sign in of the second job, time in transit shall be considered time worked.

C. Whenever there is a break of more than one hour, a four hour minimum shall be in effect.

D. Parking expenses at the second and subsequent job sites on one day, shall be reimbursed.



#### **ARTICLE XIV. HOURS AND OVERTIME.**

A. The hours of work shall be as follows: Eight (8) hours shall constitute a day's work, Monday to Friday inclusive. Said eight (8) hours to be worked between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m., with one (1) hour off for meals after four (4) hours of work. The meal period may be shortened to one-half hour in a given day if the majority of the workers at a job or project agree.

B. Forty (40) hours shall constitute a work week for all employees and said forty (40) hour week shall consist of five (5) eight (8) hour days, Monday through Friday, inclusive.

C. All employees required to work overtime on a weekday shall receive four (4) hours' notice or by 3:00 p.m. that day. All employees required to work on Saturday, Sunday, or a holiday (Thanksgiving Day, Christmas Day, New Year's Day, Fourth of July, Labor Day, Memorial Day, President's Day, Dr. Martin Luther King Day, or Cesar Chavez Day) shall receive one (1) day's notice, to the best of the Employer's ability, emergencies excepted. If any Sunday or holidays are worked, they shall be paid for at double time pay. When holiday falls on Sunday, Monday shall be considered the holiday. Saturday, the preceding Friday shall be considered the holiday.

D. All work performed in excess of eight (8) hours in any one shift shall be paid for at the rate of time and one-half, except for the double time provisions as outlined in this Article. Double time shall be paid for all time worked after twelve (12) hours, and all time worked between 10 p.m. and 5 a.m. on any day. Five (5 a.m.) until 8 a.m. shall be paid at time and one half rate Monday through Saturday. Time worked Monday - Friday 5 p.m. to 10 p.m. shall be paid at the time and one half rate, unless on a continuing double time shift, (twelve (12) hours have been worked).

E. Any continuing shift starting prior to 5:00 AM shall continue past 5:00 AM at the time and one half rate for up to twelve hours. After twelve hours is completed any additional hours worked shall be at the double time rate.

F. When an employee leaves a double time shift, he/she must have an eight (8) hour break between shifts or return to work at the double time rate of pay when working for the same Employer.

G. The first four hours worked Saturday morning between the hours of five o'clock (5:00) a.m. and twelve o'clock (12:00) noon shall be paid at the rate of time and one-half, unless on a continuing double time shift having worked twelve (12) hours. Thereafter, Saturday until Monday at 5 a.m., the rate of pay shall be double time.

H. No shift shall be required to work in an overtime period for over four (4) hours without a "food break" of at least one-half (1/2) hour. A fifteen (15) minute "coffee break" shall be taken approximately half-way through each four (4) hour work period throughout the twenty- four (24) hour day. However, "coffee breaks" may be advanced or delayed once per day, no longer than one hour in the morning, when staggered shifts are used.

I. When employees are requested to take a meal break of more than one (1) hour's duration, then a four (4) hour minimum shall be effective upon resumption of work.

J. Whenever shifts are required for the operation the Employer shall notify the Union of the shift schedule. Shifts shall be implemented by mutual agreement in accordance with operational requirements.

K. Notwithstanding any other provisions of this Agreement the Employer shall not regularly or normally work any employee more than twelve hours in any workday or be required to grant less than eight (8) hours rest to any employee between shifts.

L. Installers employed in an Employers shop or warehouse as a builder, when such Employer is signatory to the Builders Agreement, shall be subject to Article XVII, Hours and Overtime of such Agreement while employed in such capacity.

#### **ARTICLE XV. TOOL SECURITY.**

The Employer shall make best reasonable effort to provide an adequate number of locking tool cages or other reasonably secure means at the job site during the workday (and overnight storage) of employee's required personal tools. Garments and other personal belongings shall be removed by the employee daily. All tool, garment and personal belonging storage shall be at the employee's own risk.

#### **ARTICLE XVI. MEDICAL PROGRAM.**

A. The medical program for installers is composed of a Medical, Vision, Prescription, Dental and Life insurance program.

1. Each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Industry Medical Program for each hour paid or owed by installers covered by this Agreement, effective May 1, 2009 \$9.45 effective April 1, 2011 \$9.90. The Union may defer wages to the Medical Plan during the term of this Agreement.

B. Payments are due and payable into the Medical Program between the first and fifteenth day of each month, provided that the Employers receive the

necessary forms and data by the first of the month.

C. Said Medical Program shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto.

#### **ARTICLE XVII. PENSION PROGRAM.**

A. Effective April 1, 2010 each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Pension Program for each hour paid or owed for employees (excluding 'C' list installers) covered by this Agreement \$5.65. The Union can defer wages to the Pension Plan during the term of this Agreement.

B. Payments are due and payable into the Pension Program between the first and fifteenth day of each month, provided that the Employers receive the necessary forms and data by the first of the month.

C. The Sign, Pictorial and Display Pension Program shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto, and each Employer signatory to this Agreement agrees to be bound by all of the terms and conditions of said Trust Agreement and any amendments thereto now in force or hereafter adopted.

#### **ARTICLE XVIII PAYMENT OF FRINGE BENEFITS.**

A. DUE DATES. Each Employer shall submit to the Trust Fund Administration Office payment contributions along with a monthly fringe benefit remittance form, showing the hours worked by its employees during the preceding month or stating that it had no employees. Each Employer shall simultaneously submit a copy of its monthly fringe benefit remittance form to the Union. In order to be timely, fringe benefit contributions must be received by the Administration Office on or before the fifteenth (15<sup>th</sup>) day of the month following the month when the work was performed by employees of Employers whose principal place of business is located within the State of California and on or before the twentieth (20<sup>th</sup>) day of the month following the month when the work was performed by employees of Employers whose principal place of business is located outside the State of California.

B. DELINQUENT PAYMENTS In respect to all fringe benefit payments, time is of the essence. The parties hereto recognize and acknowledge that the regular and prompt payment of fringe benefit contributions by each Employer to the Trust Funds is essential to the maintenance in effect of the various Funds and Plans involved, and that it would be extremely difficult, if not impossible, to

fix the actual expense and damage to the parties hereto and to the Funds and Plans which would result from the failure of an Employer to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damage to each said Fund and to the parties hereto resulting from any such failure shall be, by way of liquidated damages and not as a penalty, the greater of \$200 or ten percent (10%) of the amount due and unpaid, or as otherwise determined by the Trust Funds. Such liquidated damages shall become due and payable to the Trust Funds on the day immediately following the day on which the Employer become delinquent. In addition, all delinquent contributions and liquidated damages shall bear interest at the rate of ten percent (10%) per annum, from the date each was due, until paid. If any Employer defaults in the payment of any contributions due to the Trust Funds, then in addition to the fringe benefit contributions, liquidated damages and interest provided herein, said Employer shall pay all reasonable collection expenses incurred by the Trust Funds, including but not limited to arbitration fees, costs of fees of collection agents, auditing fees, accountants' fees, costs of attachment bonds, all legal expenses and costs, attorneys' fees, court costs, and reasonable compensation for employees or agents of the Trust Funds incurred in connection therewith.

C. EMPLOYER RESPONSIBILITY. In addition to all other remedies, if an Employer is delinquent in the payment of fringe benefit contributions and, consequently, an employee is denied benefits, said Employer shall pay for the health benefits which would have been provided for its employees but for said delinquency.

D. WITHDRAWAL OF EMPLOYEES. It shall not be a violation of this Agreement for the Union, after receiving notice from the Administration Office that an Employer is delinquent in the payment of fringe benefit contributions, to withdraw employees working under this Agreement from the job or jobs of said delinquent employer or to refuse to furnish employees to said delinquent Employer until full payment has been made. Before withdrawing employees pursuant to this paragraph, the Union must give said Employer seventy-two (72) hours notice by certified mail. Each employee so withdrawn shall continue to receive from said delinquent Employer full wages and fringe benefits up to a maximum of three (3) days, in addition to all wages and fringe benefits due for time actually worked prior to the withdrawal from the job. No employee will be disciplined as the result of leaving the jobsite of a delinquent Employer.

E. RIGHT TO AUDIT. Upon notice in writing from the Trust Funds or an authorized agent thereof, each Employer shall permit any accountant appointed by the Trust Funds to enter upon its premises during business hours, at all reasonable times, and to examine and copy such books, records, and documents of such Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by this Agreement.

F. DOCUMENTS FOR AUDIT. The Employer understands that the purpose of the audit is to determine how much money, if any, is owed under the terms of this Agreement. The Employer further understands that the purpose of the audit would be defeated if it were able to limit the audit in any way, including limiting the audit to the employees whom the Employer defines as covered employees. Therefore, the Employer shall not limit the scope of the audit in any fashion, but must make available to the Trust Funds, upon request, all of the following books and records maintained by the Employer. The parties agree that the following documents are necessary for the completion of an audit pursuant to this Agreement: the Employer's quarterly tax returns to the state and federal government including California Forms DE-6 and IRS Forms 941; payroll journals, individual earnings records and time cards for all employees; general check registers; reports of employee hours to all trade unions and to all employee benefit plans; and workers compensation insurance reports for all employees. Upon the accountant's certification that further documents are necessary to complete an audit, the Employer shall be required to produce any of the following documents as specified by the accountant and approved by the Trust Funds: general ledgers; bank statements; canceled checks; IRS Forms W-2, W-4, 1096 and 1099; cash receipts journals; financial statements; invoices; contracts; federal and state income tax returns; and any other records which the accountant deems necessary or relevant to complete the audit.

G. COST OF AUDIT. The entire cost of the audit shall be borne by the Employer if the audit reveals that the Employer paid fringe benefit contributions which were less than the amount due, by at least ten percent (10%) of all contributions due for the period covered by the audit. Any Employer who cancels an audit without at least two (2) working days notice, or who fails to provide the required documents, shall be liable for the costs caused by that delay or that failure whether or not the audit reveals any contributions due. If an employer refuses the accountant entry for purposes of an audit, the Trust Funds may take legal action to compel entry, without regard to any grievance or arbitration procedure in this Agreement; and the Employer shall pay all reasonable costs and legal fees incurred by the Trust Funds in compelling or obtaining such an audit. In the event that an audit is performed outside the State of California, the Employer shall pay all costs incurred by the Trust Funds' accountant for transportation, meals and lodging in connection with the audit.

H. TERMINATION NOTICE. In addition to giving written notice of termination or modification as set out in Article XXV herein, an Employer desiring to terminate the Collective Bargaining Agreement shall also give notice of termination to the Fringe Benefit Trust Fund Administrator, at least sixty (60) days prior to the last effective date set out in this Agreement, or the last day of January of any succeeding year, (60 days notice) of the desire to terminate or modify this Agreement in order that the Fringe Benefit Trust Funds may have knowledge of such notice on the part of the Employer.

I. ACKNOWLEDGEMENT OF RECEIPT. The parties hereby

acknowledge that the Employer has received copies of, and agrees to be bound, by all Declarations of Trust, as amended, establishing each of the several Fringe Benefit Trust Funds set out in this Agreement.

**ARTICLE XIX. VISITS TO ESTABLISHMENTS.**

It is agreed by the parties hereto, that for the purpose of the carrying out and enforcing the terms of this Agreement, the Business Representatives of the Union, or a properly accredited representative of the International Brotherhood or Local Union, shall have the right of visiting and entering the establishment of the Employer to interview workers. The Union representative shall enter Employer premises by the front door and shall notify the owner or manager or (if neither is available) some other non-bargaining unit employee prior to proceeding to the work area.

**ARTICLE XX. LABELS.**

The label of Local Union No. 510 shall be placed on each finished piece of display work in such a position as may be mutually agreed.

**ARTICLE XXI. CONTRACT ENFORCEMENT.**

A. The Union agrees to immediately take all steps to enforce the terms and conditions of this Agreement upon all Employers engaged in any of the classifications of work covered by this Agreement.

B. The Union further agrees to immediately take all steps to prevent the installation of displays and/or exhibits in any shows or conventions located within the jurisdiction of the Union, by other than employees of the Employers signatory to this Agreement. The Employer agrees to notify its clients of the Union's jurisdiction over the work of the classifications defined in this Agreement. A copy of such notice shall be sent to the Union.

C. There shall be no strike or lockout during the term of this Agreement.

**ARTICLE XXII. NOTIFICATIONS.**

A. Each Employer signatory to this Agreement agrees to notify the Union of any new hires within three (3) days of the payday immediately following hire.

B. The Union agrees and it shall, upon the execution of this Agreement, notify its members of the provisions thereof, and shall thereafter discipline any of its members found guilty of the violation of the goodwill and cooperation of this collective bargaining Agreement.

C. Each Employer signatory to this Agreement shall notify the Union of all bookings or scheduling of shows by the 7<sup>th</sup> of the month prior to the month for which said show is scheduled. All shows with one thousand (1000) or more booths shall have a pre-job conference.

#### **ARTICLE XXIII. CHANGE OF OWNERSHIP.**

A. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

B. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for the terms of this Agreement for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this Agreement. The word "damages" in this paragraph means any loss of wages or fringes sustained by an employee or the Union due to the Employer's failure to abide by the provisions of this paragraph.

#### **ARTICLE XXIV. JOINT ACTION TRAINING COMMITTEE.**

A. The Employer agrees to contribute forty-one cents (41¢) – effective April 1, 2011 fifty-six cents (56¢) per hour to a Trust Fund for a Training Program for all employees covered by this agreement. The JATC shall select and employ a Training Coordinator as required. Such individual shall take direction from and be responsible to the JATC.

1. All newly hired trainees and helpers shall be required to complete the Training Program established by the Training Program for Installers within the first year of employment.

2. The JATC shall maintain a current list of an adequate number of trained and accredited riggers. Such list shall be distributed to the designated operations manager of each Employer. The Employer shall only use JATC trained and accredited riggers when performing a rigging function with employees covered by this Agreement.

3. Any dispute the Trustees are unable to resolve will be submitted to an independent arbitrator for final and binding arbitration. The arbitrator will be selected by the Safety Committee trustees and the costs of the arbitration will be paid by the JATC fund. The Fund will not pay any attorney fees, and attorneys will not be employed to argue the dispute.

B. The JATC and the Health & Safety Committee shall consist of Four Employer appointed Trustees, who each shall maintain an employment

relationship with an Employer signatory to this two part Agreement; and four Union appointed Trustees, three of whom shall be Business Representatives of Local 510 and one of whom, shall be a rank and file member of Local 510.

1. Each Employer shall verify with the steward that all new hires are capable of safely operating all power tools and are familiar with all safety regulations.

2. The Committee shall hold regular meetings quarterly and may meet in executive session as they deem necessary.

3. Prepares and makes available to the affected employees, written records of the safety and health issues discussed at the committee meetings and, maintained for review by CAL OSHA upon request;

4. Reviews results of the periodic, scheduled worksite inspections;

5. Reviews investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submits suggestions to management for the prevention of future incidents;

6. Reviews investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own inspection and investigation to assist in remedial solutions;

7. Submits recommendations to assist in the evaluation of employee safety suggestions;

8. Upon request from CAL OSHA, verifies abatement action taken by the employer to abate citations issued by CAL OSHA.

9. Disputes will be settled through the Grievance Procedure, Article VIII. The Employer will be responsible for implementing and enforcing safety rules.

10. Health and Safety policies will be established by this Committee for the Industry.

C. During the term of this Agreement the JATC will coordinate with DC 36 to establish a Certified Journeyman Program to be implemented no later than during the term of the successor Agreement. Any changes in wage rates for the certified journeymen classification are to be determined by negotiation between the parties, either by addendum to this Agreement or included in the successor Agreement.

D. The parties recognize the need to establish a Joint Apprenticeship Program. This program shall be contained in Appendix "B" of this Agreement



and shall be under the direction and administration of the JATC. The program shall be in compliance with the State of California regulations for the operation and state assisted funding of such a program. It is the intention of the parties to establish this program during the first year of this Agreement and to implement the program effective April 1, 2011. The current "B" and "C" classifications may be phased out during the establishment of the Apprenticeship program as determined by the JATC.

E. At the discretion of the JATC Trustees a portion of hourly contributions may be diverted to the IUPAT Labor Management Fund and/or the National Apprentice Fund.

F. In the event either party is not satisfied with a decision of the JATC, the matter may be appealed through the Grievance and Arbitration Procedure.

G. The Drug-Free Workplace Policy set forth in Appendix A is incorporated by reference herein.

**ARTICLE XXV. DRESS AND HYGIENE STANDARDS.**

The Employer and the Union recognize the necessity of maintaining a dress code and minimal personal hygiene standards for the purposes of safety, insurance and customer service. In furtherance of this goal, the Employer and the Union agree to the following:

1. All employees are required to wear closed-toed work shoes, leather shoes, or tennis shoes while on duty. Sandals and clogs are prohibited.
2. All clothing at the start of the shift should be clean. All employees must wear shirts or T-Shirts with hemmed collars, bottoms and sleeves. All tank tops, open midriff tops and/or shirts with lewd or pornographic content or vulgar expletives are prohibited. Shirts with the name or logos of another Employer, other than the Employer for whom they are working on that day, are prohibited.
3. Safety equipment must be used or worn by the employee.
4. Personal hygiene must be maintained.
5. There shall be no smoking in prohibited areas.
6. Employees who do not comply with the above provisions are subject to discipline. Employees who are sent home under this provision shall not be entitled to minimum pay but will be entitled to pay for the hours actually worked.

**ARTICLE XXVI. SAN FRANCISCO SICK LEAVE ORDINANCE**

To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this contract.

**ARTICLE XXVII. TERMINATION OF CONTRACT**

A. The understanding shall be the basis of the working Agreement between the two principals above-mentioned for a period beginning April 1st, 2010, to March 31, 2012, and shall continue in full force and effect from year to year, except as hereinafter specified, unless terminated, amended, rewritten or cancelled, by either party serving notice in writing sixty (60) days previous to the expiration day, at which time the principals hereto shall notify each other, of any changes requested.

B. In the event that negotiations extend beyond the date of expiration of this Agreement, the terms of the present Agreement shall remain in effect until a new Agreement is signed and any alterations in wages, hours and working conditions shall be retroactive to the date of expiration.

**ARTICLE XXVIII. SEPARABILITY CLAUSE.**

In the event that any of the provisions of this Agreement shall be said to be in violation of any state or federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement.

**FOR THE UNION**

SIGN, DISPLAY AND ALLIED CRAFTS LOCAL UNION NO. 510

SIGNATURE: \_\_\_\_\_ DATED: **April 1, 2010**  
Michael E. Hardeman

**FOR THE EMPLOYER**

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATED: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MEH/eb-opeiu-3-afl-cio(147)

SIGN, DISPLAY & ALLIED CRAFTS LOCAL 510  
EMPLOYMENT OFFICE PROCEDURES FOR INSTALLERS

Location of Employment Office. Sign, Display & Allied Crafts Local 510, hereinafter called the "Union" shall maintain an employment office, presently at 250 Executive Park Boulevard, San Francisco, CA.

Purpose of Employment Office. The purpose of the employment office is to enable the Union, pursuant to its obligations under its collective bargaining Agreements, to furnish skilled and competent workers when requested to do so by an Employer.

Financing of the Employment Office. It is recognized that the operation of the employment office entails considerable expense to the Union. Members of the Union contribute to that expense through their Union dues. Since the employment office is available to members and non-members on an equal basis, justice requires that non-members contribute their fair share, estimated to be fifty dollars (\$50.00) per year, by payment of a training fee in that amount payable by March 1st of each year.

Non-Discriminatory Standards. In carrying out the registration and dispatch procedures set forth below, the Union shall not discriminate either in favor of or against any individual by reason of his or her race, sex, creed, color, age, or national origin; nor shall the registration or dispatch of any individual be based upon, or in any way be affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of Union membership, policies or requirements, except to the extent that membership in the Union, or after the thirtieth (30th) day following the beginning of employment, shall be a condition of employment.

Registration.

A. Facilities. The Union shall maintain adequate registration facilities at the employment office.

B. Seniority. The Union shall maintain the following registration lists:

1. List A (Journeypersons) - For individuals who worked a minimum of 500 hours required to make the A List for Employers signatory to collective bargaining agreements with the Union. These workers shall be listed in the order of their seniority as determined by the Union's Seniority Regulations. After March 31, 2011, the 500 hour rule shall be replaced with the Apprentice Program (Appendix B).

2. List B - For individuals who worked 72 hours or more. These workers shall be listed alphabetically and dispatched by rotation.

3. List C - For all other individuals who desire employment as installers with Employers who are signatory to collective bargaining agreements with the Union. These workers shall be listed by order of registration and shall be dispatched by rotation.

4. Qualifications for A's, B's, and C's shall be set by the Joint Action Training Committee (J.A.T.C.).

C. Initial Registration. Any person wishing to register for List A or B shall provide proof to the Union that he meets the requirements of the particular list and shall, if not a member of the Union, pay the registration fee.

D. Seniority. Seniority for journeyman installers shall be defined as preference in employment based on:

1. The first day dispatched to work in the industry as an installer for an Employer signatory to the agreement with Local 510 which covers this classification of work, and

2. Registration for work and availability for work.

3. An installer will accrue seniority from the date of the 500th hour employed as an installer prior to March 31, 2011. Following that date see Appendix B for Apprentice.

4. An Installer will lose seniority if not registered for dispatch and/or available for work in District Council No. 36.

5. Exception to the above shall be for illness, injury or service in the Armed Forces of the United States provided that the Union is given valid and adequate notification.

6. An Exhibit Display Journeyman registered with Local 510 will be placed on the bottom of the A List only after serving two (2) years as a full-time journeyman in their craft, or after working the required hours as a properly dispatched installer, or two (2) years time served as a builder, helper or trainee (upon becoming a journeyman builder.) Shop helpers are eligible for the "A" List after six (6) years of employment regardless of journeyman status.

7. Outdoor or commercial journeymen in good standing shall be eligible to go on the bottom of the installer A List, if they have worked a minimum of four years time as a journeyman registered with Local 510 immediately prior to admittance. In order to maintain a position on the A List, said worker must successfully complete the Installer Training Program within one (1) year of his or her placement on the list.

## E. Continuing Registration

1. Lists A, Apprentices and B. All persons registered for List A, Apprentice or B shall remain permanently registered provided they (1) continue to meet the qualifications for the list they are on, and (2) either (i) remain members in good standing of the Union, or (ii) make timely payment of their training fees. Any person registered for List B, who meets the requirements of List A, shall have his registration moved to List A upon providing the Union with proof of the number of hours he has worked.

Any person on Lists A or B who fails to remain a member in good standing, or who fails to make timely payment of his registration fee, shall have his registration terminated until such time as he becomes a member in good standing or pays his training fee.

2. List C. Registration fee for List C shall be valid only during the calendar year of the registration. At the end of each calendar year, all persons on List C who wish to remain registered for that list shall be required to (1) re-register for the following year and (2) either (i) be members in good standing of the Union, or (ii) make timely payment of their training fee. Past 'B' and 'C' listers must reregister (under rules established by Local 510) prior to being dispatched.

### Dispatch Procedures

A. Order-of-Dispatch. To the extent that the employer does not designate the crew by name, the employment office shall first dispatch persons whose names are on List A, **(and Apprentices)** then those on List B, then those on List C; and then from the most reasonable source of workers available. The dispatch from List A shall be by seniority (Apprentices – see Appendix B), the B list shall be upon an alphabetical rotation system. It is agreed Building Trades workers from other unions shall be paid at the 'B' rate after being properly dispatched.

Placement on List C will be in chronological order, and the dispatch from List C will be by rotation.

An employee, who accepts a dispatch and does not report for work as scheduled, shall fall to the bottom of the list for the subsequent dispatch. Except for emergencies, an employee who is unable to report for work as scheduled shall report this fact to the Employer's designated attendance call-in phone number at least two (2) hours prior to the scheduled start time. The Union dispatch office shall be furnished a list of Employer's call-in phone numbers and employees will be notified of such phone numbers by the Employer by posting or other suitable means.

**B. Refusal of Dispatch.** Any employee who refuses an offer of dispatch to a job, or is not available, must wait until his name comes up again on the list.

**Posting of Procedures.** A copy of these procedures shall be posted at the employment office.

### **ANALYSIS OF INSTALLER HOURS**

First 8 hours straight Time Rate - 8 a.m. to 5 p.m. Monday through Friday unless on a continuing shift as set forth in this agreement.

**The Time and One Half Rate** shall apply to:

1. After eight (8) Straight Time hours.
2. After eight (8) hours when starting after 5AM Monday through Friday
3. 5 p.m. to 10 p.m. and 5 a.m. to 8 a.m. Monday through Friday.
4. The first four (4) hours worked between 5 a.m. and 12 Noon on Saturdays.
5. Any shift continuing from Double Time after 5 AM unless over twelve hours worked.

**The Double Time Rate** shall apply to:

1. All hours worked from 10 p.m. to 5 a.m.
2. All hours worked on Saturdays in excess of the first four (4) hours (5 a.m. to 12 Noon).
3. All hours worked on Sundays and Holidays as set forth in this Agreement.
4. Any continuing shift in excess of twelve (12) hours for the total shift.

# APPENDIX A

## DRUG-FREE WORKPLACE POLICY

### INTRODUCTION

The Bay Area Exhibit Display, and Convention Industry Employers (the "Companies") and Sign and Display Local Union 510 (the "Union") are committed to providing a safe and productive work environment for all employees. This policy is to ensure that all employees of the Company work in an environment free of the effects of illegal drug use and the abuse or misuse of legal drugs and alcohol. The Companies and the Union recognize that such use, abuse or misuse of drugs and alcohol can lead to serious physical and mental health problems.

The Companies and the Union recognize that early recognition and treatment of substance abuse is the key to successful rehabilitation. Employees are strongly encouraged to use, on a voluntary and confidential basis, the Members Assistance Program ("MAP/EAP"). Employees who undergo counseling or treatment remain subject to the same job performance and behavior standards as all other employees, and those who fail to meet those standards are subject to appropriate disciplinary action. This policy applies equally to all bargaining unit employees.

### ADMINISTRATIVE GUIDELINES

#### 1. Prohibited Conduct

All employees are prohibited from:

- 1) Using, possessing, manufacturing, distributing or selling illegal drugs on all properties which the Company owns, leases or is under contract to use, on Company business in Company-supplied vehicles or vehicles being used for Company business or during working hours;
- 2) Being under the influence of illegal drugs or having a blood alcohol content ("BAC") of .04% or above during working hours, while on Company property, Company business, in Company-supplied vehicles or vehicles being used for Company business;
- 3) Possessing and/or storing unsealed containers of alcohol on Company property, Company-supplied vehicle or vehicle used for Company business or while on Company business;
- 4) Failing to follow all physician, manufacture or package insert directions when taking prescription or over-the-counter drugs. It is



the employee's responsibility to determine from his or her physician whether a prescribed drug may impair safe job performance. The proper use of medication prescribed by a Employee's physician is not prohibited.

- 5) Failing to notify the Company of any arrest, plea or conviction for the use of drugs or alcohol arising out of an incident 1) in the workplace 2) while conducting Company business or 3) which adversely affects the Employee's ability to perform his/her job responsibilities. This includes any arrest, plea or conviction related to an Employee's continued right to operate a motor vehicle, if the operation of a vehicle is part of the employee's job responsibilities.
- 6) Failing to pass any required drug and/or alcohol test as mandated by this policy;
- 7) Refusing to cooperate fully in any aspect of the testing process or related procedures. "Refusing to cooperate" under this provision is defined as:
  - a) Failure to provide an adequate breath, blood or urine sample for testing without a valid medical reason;
  - b) Engaging in conduct that obstructs the testing process, including but not limited to:
    - Refusal to test;
    - Failure to promptly report an accident in which they were involved;
    - Failure to sign consent and chain-of-custody forms;
    - Failure to report to the testing site within the time allocated;
    - Failure to cooperate with the testing personnel; and
    - Failure to remain readily available for a post-accident test.
    - Dilution or tampering with any sample used in the testing process
- 8) Failure to successfully complete any requirements of the evaluation and rehabilitation process required by the MAP/EAP.

## **2. Testing**

The goal of the Drug-Free Workplace Policy is to provide help for our employees who have drug and alcohol problems while ensuring that our workplace is operating safely and efficiently. Testing for drugs and/or alcohol may be

required, in certain circumstances, under this program. The methods used to determine the presence of alcohol and/or drugs shall be urine, breath and/or blood testing.

The Company may require tests for the presence of illegal drugs and/or alcohol in an employees system in the following circumstances:

- **Reasonable Suspicion Drug and/or Alcohol Testing**

The determination that reasonable suspicion exists must be made by a trained management representative, a trained Union foreperson and the trained Union Steward and must be based on specific, contemporaneous, articulable and documentable observations concerning the appearance, behavior, breath, smell or speech of the Employee.

- **Post-Accident Drug and/or Alcohol Testing**

Employees who are at fault in a job-related accident which results in injury to persons or serious damage to equipment or property, including accidents involving company vehicles, machinery and/or equipment, are required to take a post-accident drug and alcohol test. The employee must remain readily available at the medical facility, work site or site of the accident for the purpose of submitting to the drug and/or alcohol test.

- **No Random Drug and/or Alcohol Testing**

Employees will not be subject to random drug testing, except as may be provided by return-to-work conditions established by the MAP/ EAP.

- **Union Representation**

An employee may request that his/her job steward be present during any questioning in connection with the determination by the Company that drug or alcohol testing is to be required. If the job steward is not available, the employee may request that the alternate steward or another Union member be present

### **3. Collection and Testing Procedures**

The Company wants to ensure that the collection and testing procedures are conducted through a scientifically valid program to insure fairness, scientific accuracy and the highest integrity in the process. As such, the Company and Union adopt the Department of Transportation's (DOT) anti-drug and alcohol processes as contained in 49 C.F.R. section 40. Under this program an independent DOT-approved laboratory will test by way of urine collection for the

presence of five illegal drugs, namely, amphetamines, marijuana, cocaine, opiates (heroin) and phencyclidine (PCP). The laboratory will further test for the presence of alcohol by taking breath samples through the use of a DOT-approved Breathalyzer. Section 4, below, shall govern drug and alcohol violation rates. In addition, to insure fairness and integrity in the process, the DOT-approved collection and chain of custody procedures, Medical Review Officer review, Substance Abuse Professional review and split sample testing will also be adopted by Company as part of this program. A full description of these procedures is available from either the Company or the Union, at the employee's request.

- **Chain of Custody**

When a specimen is obtained, the container or test tube(s) will remain in full view of the Employee and must be sealed, labeled, and initialed by the Employee. From that time on the specimen container shall never be handled by any employee of the Company or Union Member.

- **Confidentiality**

Company managers and supervisors are to restrict communications concerning test results of this procedure to persons who have an absolute need to know. The test results are to be reported to an appointed manager or supervisor, and all files are to be kept confidential and locked in accordance with established procedures.

#### **4. Evaluation and Violation Rates**

All Employees will be tested based upon the following violation rate standards:

- **Alcohol –BAC of .04% or above**

- **Illegal Drugs**

Amphetamines	500	ng/ml
Cocaine	150	ng/ml
Marijuana	150	ng/ml
Opiates	2000	ng/ml
Phencyclidine	25	ng/ml

Any Employee who tests at or over these cutoff levels for drugs or alcohol or engages in any of the prohibited conduct as outlined in this Policy has violated this Policy.

## **5. Consequences for Violation of this Policy**

Except for conduct described in Section 6, "Grounds for Immediate Termination," an employee who violates this Policy shall be given the opportunity to enter into EAP/MAP recommended Continued Employment Agreement ("CEA"). The CEA will obligate the employee, as a condition of retaining his or her job to:

- Successfully complete treatment and counseling as prescribed by the MAP/EAP, including passage of a return-to-work drug and alcohol test;
- Abide by all Company employment policies and work rules, including, but not limited to, all provisions of the Drug-Free Workplace Policy, and
- Be subject to additional drug and alcohol tests during the period of the CEA, as determined by the MAP/EAP.

Any employee who violates any of the conditions of the CEA or fails a second drug or alcohol test may be automatically terminated from employment. An individual may approach the Union following termination, if he/she possesses an MAP/EAP recommendation and a timely successful passage of a return to work drug and alcohol test, to request that the Union set a meeting with the Employer to discuss the potential return to work of such individual.

## **6. Grounds for Immediate Termination**

Engaging in the following conduct shall be grounds for immediate termination, although the Employer, in its discretion, may choose to impose different discipline, including referral to the MAP/EAP.

- Using, possessing, manufacturing, distributing or selling illegal drugs on all properties which the Company owns, leases or is under contract to use, on Company business, in Company-supplied vehicles or vehicles being used for Company business or during working hours;
- Possessing and/or storing unsealed containers of alcohol on Company property, in a Company-supplied vehicle or vehicle used for Company business or while on Company business;
- Operation of any machinery or equipment, including automobiles, while under the influence of illegal drugs or having a BAC of .04% or above in any test following the operation of such machinery, equipment, or vehicle;

- Refusing to cooperate fully in any aspect of the testing process or related procedures, as defined under Section 1, above;

## **7. Amendments**

The JATC may make recommendations from time to time regarding amendments to this Policy. The parties shall give due consideration to such recommendations. Amendments may be made to this Policy only by mutual agreement of the parties who negotiated this Policy.

### **Appendix B Shop Builder (Installer) Apprenticeship Program**

**Goals:** To create a long-term Apprenticeship Program in compliance with the State of California regulations for the operation and state-assisted funding of the program. The program will be established during 2010 and implemented during the course of the current agreement. The program will provide competent and qualified Journeyman Trade Show Installers.

**Effect:** The current "B" and "C" classifications may be phased out during the establishment of the Apprenticeship Program by April 1, 2011 and under the direction of the JATC.

#### **Initial Requirements for Apprenticeship Applicants:**

1. 18 years of age, high school diploma, GED or equivalent
2. Must have valid California State Driver's License
3. Must pass a physical functional assessment test
4. Must pass an Iso-Kinetic Test (conducted by outside agency)
5. Must pass a basic math test (conducted by outside agency)
6. Must pass a pre-employment drug screening (conforming to Local 510 Drug Policy)
7. Must provide resume outlining qualifications and prior experience
8. Must submit to an interview conducted by a JATC panel

**Acceptance in Program:** All apprentices must agree to sign a contract that defines their indentured status and agree to all conditions and requirements set for them by the JATC over the course of their apprenticeship.

**Apprenticeship Term and Wage Scale:** 3060 hours of work experience within a 36 month period. Defined graded wage standards as follows:

1 <sup>st</sup> year in program	70% of Journey person "A" rate
2 <sup>nd</sup> qualifying year in program	80% of Journey person "A" rate
3 <sup>rd</sup> qualifying year in program	90% of Journey person "A" rate

The benefit package will be the same as the Show Installer benefits.

Each apprentice shall also be required to complete a minimum of 160 hours per year of training class time, in addition to their on-the-job training.

**Membership:** After 30 days apprentices shall sign up as members of Local 510 and must maintain membership in good standing to remain in the apprentice program.

**Probationary Period:** All apprentices shall undergo a six month and 500 hour probationary period at which time they may be removed from the Apprenticeship Program with no recourse.

**Program Oversight:** The JATC will monitor the Apprenticeship Program, under the direction of the JATC Training Coordinator and Local 510's Dispatch. The JATC will meet quarterly and will conduct a yearly review of apprenticeship performance evaluation, as well as all requirements and conditions of the program. Requirements may be added or changed in the course of apprenticeship as determined by the JATC.

**Appeals:** All appeals shall be submitted to the JATC, in writing, and may be heard by a designated panel representing the JATC. No appeals will be considered "in-person", unless specifically requested by the JATC.







**AGREEMENT BETWEEN  
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.  
AND  
SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 483,  
SAN FRANCISCO,  
CALIFORNIA, OF THE UNITED ASSOCIATION OF JOURNEYMEN  
AND APPRENTICES OF THE PLUMBING AND PIPE FITTING  
INDUSTRY OF THE UNITED STATES AND CANADA**

**ARTICLE 1**

This Agreement made this 14<sup>th</sup> day of July 2008, and effective July 28, 2008, by and between National Fire Sprinkler Association, Inc., New York (hereinafter referred to as the Association) and Sprinkler Fitters and Apprentices Local Union No. 483, (hereinafter referred to as the Union).

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, commitments, representations and undertakings. No change, modification, amendment, variation or waiver of any of the terms and conditions of this Agreement shall be valid unless executed, or consented to, in writing by a duly authorized representative of the Association and a duly authorized representative of the local union. During the term of this Agreement, contractor members of the Association, individually or collectively, shall not have any authority to make any other agreements, verbal or written, with any agents or representatives of the local union, which would change, modify, amend, vary or waive any of the terms and conditions of this Agreement.

**ARTICLE 2**

This Agreement is entered into in good faith and the subscribers hereto declare their entire willingness to fulfill all requirements contained herein, their acts being done with the full knowledge, consent and authority of the Union and the Association. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between employer and employee.

In order to minimize the occurrence of loss of wages or fringe benefits due employees represented by the Union it is agreed that any individual, partnership or corporation desiring to become a party to this agreement must meet each of the following conditions:

Owners, partners, or officers of a corporation, if they perform any of the work described in this Agreement, shall work within the framework of this agreement.

Each owner, partnership or corporation shall have and maintain the necessary workers compensation and State Disability Insurance as required by law and shall furnish to the Local Union a current certificate of said insurance.

**FAVORED NATIONS CLAUSE:** It is agreed that the National Fire Sprinkler Association, on behalf of its contractor members and other contractors who have assigned their bargaining rights, shall have the right to automatically incorporate into this Agreement any terms and conditions negotiated by any other employer or employer group with Local 483 that is more favorable to employers than what was negotiated by the Association. The provisions of this paragraph will not be construed to prohibit Project Agreements or to prevent certain temporary concessions to this Agreement used in organizing efforts.

Any special terms, conditions or amendments provided for a specific marketing need as agreed by the parties may be implemented in accordance with established procedures negotiated between the N.F.S.A. and the Union. To the extent feasible within time constraints, such terms, conditions or amendments shall be made available to all signatory Employers with an interest or involvement in the specific job in question as defined above. In no event shall terms, conditions or amendments, referred to herein, constitute an action subject to or involving the Favored Nations Clause in the Agreement.

### **ARTICLE 3 - TERRITORY**

The territory embraced in this Agreement shall include only the counties of San Francisco, Marin, Solano, Sonoma, Contra Costa, Alameda, San Mateo, Santa Clara and Napa.

### **ARTICLE 4 – UNION SECURITY**

All present employees covered by this Agreement, shall, as a condition of employment, (and to the extent and in the manner as provided for and permitted by State and Federal Laws) become members of Local Union 483, eight (8) days following July 28, 2008.

All new employees shall as a condition of employment, become members of Local 483 at the end of eight (8) days employment (to the extent and in the manner as provided for and permitted by State and Federal Laws). A person not a member of Local Union 483 shall be acceptable for employment as a journeyman when he/she:

1. Has produced for the employer a sworn affidavit of five (5) years experience in the sprinkler industry as an apprentice and/or journeymen on the letterhead of his previous employer or employers. The five (5) year period conforms to the period of apprentice training as set forth in the Apprenticeship Standards of the Sprinkler Industry.
2. Passes a satisfactory examination as to his/her skill and ability as a building and construction trades journeyman, conducted by the Examining Committee of Sprinkler Fitters Local 483.
3. Has met the requirements of the Constitution of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada for membership.

The National Fire Sprinkler Association, Inc. for and on behalf of its contractor members that have given written authorization, and all other employing contractors becoming signatory hereto, on the basis of objective and reliable information, recognize Local 483 as the sole and exclusive bargaining representative for all journeymen sprinkler fitters and apprentices in the employ of said Employers, who are engaged in all work as described in Article 13 of this Agreement, within the territorial jurisdiction of Local 483, with respect to wages, hours and other conditions of employment, pursuant to Section 9 (a) of the National Labor Relations Act.

#### **ARTICLE 5 - WAGES**

Effective July 28, 2008 the rate of wages to be paid under this Agreement for Journeymen shall be Forty Five Dollars and Fifty-Nine Cents (\$45.59) per hour.

Effective January 1, 2009, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Sixty cents (\$0.60) per hour. This increase has been allocated as follows: Fifty Cents (\$0.50) to health and welfare and Ten Cents (\$0.10) to pension.

Effective August 3, 2009, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Two Dollars and Fifty Cents (\$2.50) per hour.

Effective January 1, 2010, the Economic Package to be paid under this Agreement for Journeyman shall be increased by One Dollar and Ten Cents (\$1.10) per hour. Fifty Cents (\$0.50) of this increase has been allocated to Health and Welfare and Ten Cents (\$0.10) of this increase has been allocated to pension.

Effective August 2, 2010, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Three Dollars and Fifty Cents (\$3.50) per hour.

Effective January 1, 2011, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Sixty Cents (\$0.60) per hour.

Effective August 1, 2011, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Three Dollars and Ninety (\$3.90) per hour.

Effective January, 2012, the Economic Package to be paid under this Agreement for Journeyman shall be increased by Sixty Cents (\$0.60) per hour.

The work week shall end on Friday and the men shall be paid on or before the following Thursday. An employee shall be paid by the end of the work shift, or by 5:00 p.m., if being paid by mail. If the employee does not receive his pay-check by 5:00 p.m. Thursday, he shall notify his employer and the Local Union. Any employee, who does not receive his pay at the time set forth above, shall be entitled to four (4) hours additional pay. It is further understood that an additional four (4) hours pay will be paid to the employee for each day (24 hour period) until he receives his pay check provided the employee has notified his employer and the local union that he did not receive his pay check. There shall be no penalty pay for late checks due to the post

office services provided the check was mailed in sufficient time to arrive within the time limits of this Article. A bad check or post dated check will be considered as non-payment.

The Union may require any employer to pay by certified or cashiers check if they have issued a pay-check that is returned to employees for "non-sufficient funds". Bank charges to process checks returned for "non-sufficient funds" shall be paid by the Employer. Employees shall be paid in full at the time they are laid-off. There shall be a letter faxed/sent to Local 483 within 72 hours for any Journeyman or Apprentice terminated for cause, outlining the date and cause for such termination. Absent such letter within the 72 hour timeframe, the discharge shall be recorded as a lay-off. Any member terminated for cause shall be paid in full within 72 hours. Any member who is not paid in full within 72 hours shall be eligible for penalty pay as allowed for in this article.

#### **ARTICLE 6 - TRAVEL**

When an employee is required to move during the day from one job to another within the jurisdiction of Local Union No. 483, he shall receive Fifty Eight and One-Half Cents (\$0.585) per mile for mileage between jobs one way, effective July 28, 2008.

No employee covered by this Agreement shall use his/her personal vehicle to transport the employer's tools or material.

#### **ARTICLE 7 – HOURS OF LABOR**

Eight (8) consecutive hours with one-half (1/2) hour for lunch to be taken midshift between 6:00 a.m. and 5:00 p.m. Monday through Friday shall constitute a regular day's work. Employees shall be entitled to such rest periods as required by law.

All men shall be on the job ready to work with clothes changed at starting time and shall leave the job with clothes changed at quitting time.

Any employee who leaves the job before quitting time of his own volition shall be paid the actual hours he worked. Working hours may be changed by mutual agreement between the contractor and the Union. A copy of such agreement must be sent by the Union to the National Fire Sprinkler Association, Inc. within five (5) days of the Agreement.

Any workman after being hired or reporting for work at the regular time and for whom no work is provided shall receive pay for four (4) hours at the prevailing rate of wage unless he has been notified before leaving home not to report.

An exception shall be made when strike conditions or any stoppage of work occurs or any workman leaves his work of his own accord.

Any employee, who is not notified and shows up for work and is unable to work due to inclement weather, shall contact the Employer for re-assignment. If no work is available the employee shall be paid two (2) hours at the appropriate wage rate.

Any employee injured on the job to the extent of requiring a doctor's care and such injury prevents him from returning to work, the employee shall be paid a full days' wages for the day of the injury.

OVERTIME: Work performed in excess of eight (8) hours of the regular work day or work performed before or after the established starting or quitting time and over forty (40) hours during the regular work week shall be at time and one half the journeyman's hourly wage rate. All work performed on Sundays and holidays shall be at double the journeymen's hourly wage rate.

SHIFT WORK: Shift work may be performed at the option of the Employer. However, when shift work is performed it must continue for a period of not less than five (5) consecutive work days. Eight (8) hours shall constitute a shift. The day shift shall work a regular eight (8) hour shift as outlined above. The hourly rate for men on the second and third shifts shall be fifteen percent (15%) above the basic hourly rate. Any time worked in addition to the standard eight (8) hour shift shall be paid at time and a half (1½) of the Shift Rate. Each shift shall run concurrent to the previous shift.

It is further agreed that when shifts are worked, a minimum of two (2) Employees covered by this Collective Bargaining Agreement, shall work on each shift. All shifts shall provide for a half-hour lunch period in addition to hours worked.

OFF-HOURS: On all buildings that are occupied and the hours are not under the control of the Contractor, and the hours do not fall into the category of the regular work day, or the shift clause cannot apply, the Contractor may bid the "Off Hours" at straight time plus 15%. Any time worked in addition to eight (8) hours the Off Hours Shift shall be paid at time and one half (1 ½) of the Off Hours Rate. This paragraph shall not apply to new construction, emergency work, or if there are other Building Trades personnel on the same job prior to the off hours.

It is understood that prior to the initiation of the "Off Hours" shift, the owner of such building (or owner's representative) shall provide a written confirmation as to the owner's necessity that the work in the above paragraph be done during the "Off Hours" period.

When off hours work is performed, it must continue for a period of not less than four (4) consecutive days.

### **ARTICLE 8 – HOLIDAYS/DESIGNATED OFF DAYS**

The following days shall be considered Holidays: New Year's Day, Martin Luther King Jr. Day, Washington's Birthday, Decoration Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, Christmas Day and New Years Eve.

If the Holiday falls on Sunday, the Monday following the holiday shall be considered the Holiday. If the Holiday falls on Saturday, the Friday preceding the Holiday shall be considered the Holiday.

Employees will work according to the calendar established for the 46 Counties of Carpenters for the safety of all employees covered by this Agreement. Four (4) days per year will be selected by the Union as designated days off as set forth below:

2009: January 16, February 13, May 22, September 4  
2010: January 15, February 12, May 28, September 3  
2011: February 18, May 27, July 1, September 2  
2012: January 13, February 17, May 25, August 31

Designated days off, if worked, shall be paid at the overtime rate as designated for Saturdays.

### **ARTICLE 9 – PRODUCTION OF LABOR**

It is agreed that a fair day's work will be performed at all times and that the highest possible standard of work shall be maintained. There shall be no limitation of the amount of work to be performed.

No Fitter or Apprentice working for an employer shall work overtime for another employer during any Twenty-four (24) hour period.

There shall be no restriction as to the use of machinery and tools.

There shall be no restriction as to the use of materials.

There shall be no restriction as to the manner in which work shall be done.

The employer and employee shall comply with all Federal and State safety laws.

Employers are at liberty to discharge whomever they desire for just cause, but when employees are discharged, they shall be paid in full. Quality work shall be performed at all times by all employees covered by this Agreement.

#### **MEMBER AND LOCAL UNION RESPONSIBILITIES:**

To ensure the **UA Standard for Excellence** platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)
- Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)

- Meet their responsibility as highly skilled crafts workers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer
- Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA crafts workers are the most highly trained and sought after workers
- Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met
- Be productive and keep inactive time to a minimum
- Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner
- Respect the customers' property (Waste and property destruction, such as graffiti, will not be tolerated.)
- Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)
- Respect and obey employer and customer rules and policies
- Follow safe, reasonable and legitimate management directives

#### **EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

MCAA/MSCA, PFI, MCPWB, PCA, UAC and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the **UA Standard for Excellence**.

- Replace and return to the referral hall ineffective superintendents, general foremen, foremen, journey workers and apprentices
- Provide worker recognition for a job well done
- Ensure that all necessary tools and equipment are readily available to employees
- Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner
- Provide proper storage for contractor and employee tools
- Provide the necessary leadership and problem-solving skills to jobsite Supervision
- Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions
- Encourage employees, but if necessary, be fair and consistent with discipline
- Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines
- Promote and support continued education and training for employees while encouraging career building skills
- Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the **UA Standard for Excellence**

- Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project
- Cooperate and communicate with the Job Steward

**PROBLEM RESOLUTION THROUGH THE UA STANDARD FOR EXCELLENCE POLICY:**

Under the **UA Standard for Excellence** it is understood, that members through the local union, and management through the signatory contactors, have duties and are accountable in achieving successful resolutions.

**MEMBER AND LOCAL UNION RESPONSIBILITIES:**

- The Local Union and the Steward will work with members to correct and solve problems related to job performance.
- Job Stewards shall be provided with steward training and receive specialized training with regard to the **UA Standard for Excellence**.
- Regular meetings will be held where the job steward along with UA Supervision will communicate with the management team regarding job progress, work schedules, and other issues affecting work processes.
- The Job Steward shall communicate with the members about issues affecting work progress.
- The Business Manager or his delegate will conduct regularly scheduled meetings to discuss and resolve issues affecting compliance of the **UA Standard for Excellence** policy.
- The Steward and management will attempt to correct such problems with individual members in the workplace.
- Individual members not complying with membership responsibility shall be brought before the Local Union Executive Board, which will address such members' failure to meet their obligation to the local and the UA, up to and including filing charges. The Local Union's role is to use all available means to correct the compliance problem.

**EMPLOYER AND MANAGEMENT RESPONSIBILITIES:**

- Regular meetings will be held where the management team and UA Supervision will communicate with the Job Steward regarding job progress, work schedules, and other issues affecting the work process.
- Management will address concerns brought forth by the Steward or UA Supervision in a professional and timely manner.
- A course of action shall be established to allow the job Steward and/or UA Supervision to communicate with higher levels of management in the event there is a breakdown with the responsible manager.
- In the event that the employee is unwilling or unable to make the necessary changes, management must make the decision whether the employee is detrimental to the **UA Standard for Excellence** platform and make a decision regarding his further employment.



### **ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTION:**

- In the event an issue is irresolvable at this level, the Local or the Contractor may call for contractually established Labor Management meeting to resolve the issues.
- Weekly job progress meetings should be conducted with Job Stewards, UA Supervision and Management.
- The Local or the Contractor may involve the customer when their input is prudent in finding a solution.
- Foremen, General Foremen, Superintendents and other management should be educated and certified as leaders in the UA **Standard for Excellence** policy.

### **ARTICLE 10 – MATERIALS AND FABRICATION**

The union shall accept materials as delivered by and for the employer and the handling of materials shall be performed by employees covered by this Collective Bargaining Agreement. It is understood and agreed that the Association shall have the right to make on one screwed fitting on threaded pipe in the factory for shipment to any job within the territory of the Local Union and that the employees covered by this Agreement shall accept this material without objection or interruption.

The foregoing, however, shall not apply to spool pieces, feed main nipples and pipe and fittings that must be hot dipped.

All work required for the assembling and fabrication of welded pipe formations shall be performed either on the job site or off the job site by Local Union 483 journeymen and apprentices receiving the rates in this Agreement.

At the option of the employer the welding work described above may be placed in a pipe fabrication shop signatory to the National Fabrication Agreement and the Union Label Agreement.

All brazing and soldering of copper pipe done in the sprinkler industry shall be fabricated and assembled by journeymen or apprentices on the job site.

The drilling of holes in pipe for mechanical fittings may be performed in the factory. The attachment of these mechanical fittings to said pipe shall be performed in the field by employees covered by this Agreement.

### **ARTICLE 11 - TOOLS**

The Employers agree to furnish to all members all tools and equipment as determined by the Employer, necessary to make a complete sprinkler piping installation. The first employer of an apprentice shall supply a set of personal hand tools to that apprentice. Hand tools are defined as Level, Channel Locks, Tape, Keel, Hammer, up to 14 inch Pipe Wrench, Hacksaw, ½ inch Drive

Socket Set and up to 10 inch Crescent Wrench. No Journeyman or Apprentice shall be required to deposit any money to guarantee the safety of any tool kit or be liable for any tools lost, stolen or damaged. Journeymen and Apprentices will to the extent possible, protect the Employers' tools from theft or damage.

#### **ARTICLE 12 – SUBCONTRACTING**

No journeyman or apprentice covered by this agreement will be permitted to subcontract or lump the installation of any sprinkler work, or any other work covered by the terms of this Agreement, or to work on any job where subcontracting is practiced.

No Employer shall sub-contract work to any Employee or arrange with any Employee to do work on a contract basis or any basis other than as provided in this Agreement.

#### **ARTICLE 13 – COMPANY VEHICLES**

No employee shall bear the cost of fuel or maintenance for any company vehicle or equipment.

All trucks of Employers shall bear a sign identifying the Employer. This lettering shall be a minimum 3" in height.

#### **ARTICLE 14 - MANPOWER**

The Employer shall determine the number of men for each job, in accordance with State and Federal safety regulations. Equipment shall be furnished. One fitter may be sent to do small jobbing work. The ratio of Journeymen to Apprentices shall be two (2) to one (1) on a company wide basis and shall be one (1) Journeyman to two (2) Apprentices on any job.

#### **ARTICLE 15 - APPRENTICESHIP**

The Union and the Association mutually agree that an Apprenticeship System has been established and that the wages, hours and working conditions of the Apprentices shall be as covered by the Apprenticeship Standards.

The rate of wage to be paid apprentices indentured on and after July 28, 2008 shall be the following percentage of the journeyman's wage rate:

Class 1 - 40%	Class 6 - 60%
Class 2 - 42.5%	Class 7 - 65%
Class 3 - 45%	Class 8 - 70%
Class 4 - 50%	Class 9 - 80%
Class 5 - 55%	Class 10 - 90%

The Union agrees to have a minimum of one hundred fifty (150) indentured apprentices in the Program for the life of this Agreement.

In order to carry out the functions of the Apprentice Program, each contractor who is a party to this Agreement shall pay to the "National Automatic Sprinkler Industry Training Fund," Seventy Five Cents (\$.75) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement effective July 28, 2008.

Contractors, not represented by the Association, who strike Article 24 from their Agreement will be required to pay an additional Forty-One Cents (\$0.41) per hour to the National Automatic Sprinkler Industry Training Fund for all hours worked by all employees covered by this Collective Bargaining Agreement effective July 28, 2008

It shall be the duty of the Trustees of this Fund to collect contributions from the employers who are a party to this Agreement and to disburse from this Fund monies, less the expenses of collection and administration, for expenses incurred by the Joint Apprentice Committee in the territory embraced by this Agreement in carrying out the functions of the Apprentice Program.

In consideration of benefits to be derived, the Union and Employers, party to this Agreement, do hereby join in and subscribe to the Declaration of Trust dated as of May 23, 1966, of the "National Automatic Sprinkler Apprentice Fund of New York" and agree to be bound by Amendments thereto and the employers to the Agreement agree to make contributions as set forth in the Agreement to the Trustees, and further, the parties to this Agreement authorize the parties of the "National Automatic Sprinkler Apprentice Fund of New York" to name Trustees and successor Trustees, hereby ratifies and accepts such Trustees and the terms and conditions of said Trust as fully and completely as if made by the undersigned.

Employers employing apprentices under the terms and conditions of this agreement shall be allowed one apprentice to each two Local 483 journeymen on a company basis, regardless of unemployment of journeymen in the area.

All signators to this Agreement must comply with regulations and required reports as established by the Joint Apprentice Committee.

**United Association International Training Fund:** In order to carry out the functions of the International Training Fund, each contractor who is party to this Agreement shall forward to the NASI Fund Office Ten Cents (\$0.10) per hour for all hours worked by all employees whose wages are covered by this Collective Bargaining Agreement, effective July 28, 2008. NASI will forward these contributions to the United Association International Training Fund.

#### **ARTICLE 16 – JURISDICTION OF WORK**

The work of the Sprinkler Fitter and/or Apprentice shall consist of the installation, alterations, maintenance and repairs of all fire protection and fire control systems including the unloading, handling by hand or with power equipment and installation of all piping or tubing, appurtenances

and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems, including common risers which feed both hose cabinets and sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tank, pumps connected thereto, CO2 and dry chemical for fire protection and halon.

It is understood that a trade or craft dispute in a United Association local union or between two or more United Association local unions shall be adjusted and decided in accordance with the procedure established in the current Constitution of the United Association.

All applicable points of the 50 Articles of Jurisdiction of the United Association shall be included. (See Addendum to this Agreement).

### **ARTICLE 17 – WORK ASSESSMENT**

The employer shall each week withhold from the wages of each employee covered by this Collective Bargaining Agreement, for each hour worked such amounts as may be approved by the Local Union members and designated by the Local Union.

The Employer, shall each week, calculate from the wages of each employee, a Work Assessment from his/her gross wages (before any deductions) as determined by the Local Union. This calculation shall then be deducted from the employees "Net Wages".

Individual employees covered by this Agreement and the Union shall hold harmless the Employer and the National Fire Sprinkler Association, Inc. from any legal action because of the withholdings for "Work Assessment."

Each employer shall submit to the Local Union not later than the fifteenth (15th) of each month following the month in which the hours were worked, the hours worked and the total withheld for each employee for "Work Assessment." Reporting forms shall be furnished by the Local Union.

If there should be a change in the amount to be withheld, the employer shall start such withholding the first of the month following thirty (30) days notice. The Union, as the exclusive Employee Bargaining Representative, shall, by signing this Agreement, authorize all employers who are a party to this Agreement to withhold from the wages of said employees, any approved amount as may be designated from time to time. The designated amount withheld for "Work Assessment" shall be calculated on the "Gross Wages" (before any deductions).

### **ARTICLE – 18 – VACATION PLAN**

The employer shall each week withhold from the "Net Wages" (after all deductions) from each employee covered by this Collective Bargaining Agreement for each hour worked such amounts as may be approved by the local union members and designated by the Local Union.

If there should be a change in the amount withheld, the employer shall start such withholding the first of the month following thirty (30) days notice.

The employer, each week, shall withhold from the "Net Wages" (after all deductions) from each journeyman and foreman, Two Dollars (\$2.00) per hour for each hour worked. The employer, shall each week, withhold from the "Net Wages" of each apprentice starting with class 3 and above, One Dollar Fifty Cents (\$1.50) per hour, for each hour worked.

Individual employees covered by this Agreement and the Union shall hold harmless the Employer and the National Fire Sprinkler Association, Inc. from any legal action because of the withholdings for Vacation.

Each employer shall submit to the Local Union not later than the fifteenth (15th) of each month following the month in which the hours were worked, the hours worked and the total withheld for each employee for "Work Assessment" and "Vacation" and a check in an amount of the total withholding for all the employees. Reporting forms shall be furnished by the Local Union.

The Local Union shall establish at a Savings Institution an "Individual Savings Account" in the name of each employee and credit these withholding to each Individual Account. There shall be no cost or charge to any employer who is a party to this Agreement for the administration of the Vacation Plan.

The Employer shall be responsible for the accuracy of the reports and the mathematical calculations of the remittance report.

The employee may request time off for a vacation by giving adequate notice to his employer. Thirty (30) days shall be considered adequate. Such vacations shall be without pay.

There shall be a ten percent (10%) penalty on all contributions not received by the first Monday of the month following the due date. All penalty monies shall be disbursed to each members' vacation account.

The parties agree that section 12W.9 of the San Francisco Sick Leave Ordinance shall not apply to employees covered by this agreement.

#### **ARTICLE 19 – GRIEVANCE PROCEDURE & ARBITRATION**

During the term of this Agreement, there shall be no strikes, lock-outs, slow-downs or work stoppages.

The Union shall upon verification of delinquency from the respective funds remove employees covered by this agreement from employment of contractors for non-payment of wages, vacation and savings plan, welfare, pension, apprentice fund and industry promotion fund contributions providing advance notice of not less than twenty-four (24) hours is given of such action to the contractor. Such removal of employees and cessation of work by employees for said contractor

shall continue until the administrator of the fund involved verifies that there is no money owing to the fund by said contractor.

When workmen are removed from a contractor's shop or job because of non-payment of fringe contributions or wages, the contractor shall pay to all such removed workmen sixteen (16) hours in addition to time worked on the date of removal.

A contractor may be absolved of any or all of the foregoing liabilities if he satisfies the Trustees that he failed to pay any contributions or to report because of an honest mistake, clerical errors or other reasons satisfactory to the Local Union.

All disputes and grievances by the employees or the Union and employers relative to the interpretation or application of this Agreement shall be processed in the following manner:

1. If an employee has a grievance relative to the interpretation or application of this Agreement, he shall advise the Business Agent of the Local Union in writing.
2. The Business Agent shall contact the employer and attempt to resolve said grievance. If he fails to resolve the grievance, the Business Agent, within four (4) working days, shall
3. Reduce the grievance to writing, setting forth the exact date of the alleged grievance, the nature of the grievance and the Article of the Agreement which has been violated and submit this to the National Fire Sprinkler Association, Inc. by registered mail requesting a meeting.

Within four (4) working days of the receipt of said notice, the National Fire Sprinkler Association, Inc. shall meet with representatives of the Local Union and the employer involved to resolve said grievance.

4. If the parties fail to resolve the grievance, they shall immediately submit the grievance to final and binding arbitration as follows:

The Union and the National Fire Sprinkler Association, Inc. shall request from the American Arbitration Association a list of five (5) names from which the parties will select an arbitrator.

The parties shall attempt, by mutual agreement, to select one of the five names submitted by the American Arbitration Association. If they are unable to reach an agreement, the five names shall be placed in a hat and one name drawn, said name shall be the chairman of the Board of Arbitration composed of one representative from the union and one representative from the National Fire Sprinkler Association, Inc.

The majority decision of this Board of Arbitration of three shall be final and binding upon the parties.

The Board of Arbitration must confine itself to the interpretation and Application of the Agreement and has no power to alter, change or amend said Agreement.

If the employer or the Association has a grievance relative to the interpretation or application of this Agreement, the grievance shall be submitted to the Union in writing by registered mail, setting forth the exact date of the grievance, the nature of the grievance and the Article of the Agreement which has been violated.

The Union shall meet with the Employer within two working days of receipt of the grievance to discuss said grievance.

If the parties fail to resolve the grievance, the Union and the National Fire Sprinkler Association, Inc. with the Employer present, shall meet within four (4) working days of notice that the parties did not resolve the grievance.

If the Union and the National Fire Sprinkler Association, Inc. fail to resolve the grievance it shall be submitted to final and binding arbitration as set forth herein.

The loser shall bear the total expense of the arbitration. Loser is defined as the Union, employee, contractor or National Fire Sprinkler Association, Inc.

All grievances to be considered must be submitted within ten (10) working days of the occurrence of the alleged grievance.

Sympathetic strikes called by the Local Building Trades Council which are sanctioned by the United Association, such sympathetic strikes to be local in character, shall be excluded from the above procedure. Sanction by the United Association shall be in writing to the National Fire Sprinkler Association, Inc.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, for an employee to refuse to go through any primary picket line including a primary picket line of the Union.

## **ARTICLE 20 – SUPERINTENDENT AND FOREMAN**

Inasmuch as the Superintendent is the agent of the Employer, the Employer may select anyone he sees fit to act as Superintendent.

Foreman as selected by the Employer, shall receive Four Dollars and Fifty Cents (\$4.50) per hour more than the journeyman's scale, effective July 28, 2008.

Foreman as selected by the Employer, shall receive Four Dollars and Seventy-Five Cents (\$4.75) per hour more than the journeyman's scale, effective August 3, 2009.

Foreman as selected by the Employer, shall receive Five Dollars (\$5.00) per hour more than the journeyman's scale, effective August 1, 2011.

Any foreman supervising 15 or more journeymen and/or apprentices on a job site will be a General Foreman and shall receive Two Dollars (\$2.00) above the current foreman's rate.

One man shall be present and paid Foreman's or General Foreman's Rate at all times on each and every job site, with the exception of two (2) hours on any given day for emergency.

## **ARTICLE 21 – HEALTH AND WELFARE**

It is mutually agreed that a Health and Welfare Fund has been established for the employees covered by this Agreement on a National Automatic Sprinkler Industry basis.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective July 28, 2008, Six Dollars and Eighty Cents (\$6.80) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective January 1, 2009, Seven Dollars and Thirty Cents (\$7.30) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective January 1, 2010, Seven Dollars and Eighty Cents (\$7.80) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

It is agreed that during the life of this Agreement, should the contribution rate to maintain Level One Benefits be greater than the above amounts, the additional cost shall be covered from the wages of the employee.

It is agreed that a Retired Employee Subsidy Account (RESA) has been established. The contribution rate effective July 28, 2008, is Fifty Cents (\$0.50) per hour for all hours worked by



all employees covered by this Collective Bargaining Agreement. At any time during the life of this Agreement, should there be any change to the contribution rate, the increase will come from the members wage package. All RESA contributions will be added to the Health and Welfare contribution required above and submitted to the NASI Trust Fund.

#### **ARTICLE 22 - PENSION**

It is mutually agreed that a Pension Fund on a National Automatic Sprinkler Industry basis has been established for those employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective July 28, 2008, Three Dollars and Twenty cents (\$3.20) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective January 1, 2009, Three Dollars and Thirty Cents (\$3.30) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor member who is a party to this Agreement shall pay to the Fund effective January 1, 2010, Three Dollars and Forty Cents (\$3.40) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement.

The employer member shall not be responsible for any expense or cost beyond this contribution for the establishment, application and maintenance of said Pension Fund.

#### **ARTICLE 23 – SUPPLEMENTAL PENSION**

It is mutually agreed that a West Coast Automatic Sprinkler Industry Supplemental Defined Contribution Pension Fund (SIS) is hereby established for those employees whose wages are covered by this collective bargaining agreement.

For the purpose of the support, maintenance and administration of the fund, each contractor who is a party to this agreement shall pay to the fund Eight Dollars (\$8.00) per hour for all hours worked by all journeymen employees covered by this collective bargaining agreement effective on and after July 28, 2008. Any increases to SIS on the anniversary date of the Collective Bargaining Agreement will reduce the amount available for wages from the package referred to in Article 5.

The employer shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.

This fund is created under an Agreement and Declaration of Trust by and between National Fire Sprinkler Association, Inc. and Sprinkler Fitters and Apprentices Local Unions No. 709, Los

Angeles, California, No. 483, San Francisco, California, and No. 699, Seattle, Washington. There shall be an equal number of Association and union trustees, appointed by the respective parties to this agreement. It shall be the duty of the trustees to administer the Agreement and Declaration of Trust in accordance with Federal and State Laws and to take all necessary steps to carry out the legal operation of the fund.

The employers bound by this agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of the West Coast Automatic Sprinkler Industry Supplemental Defined Contribution Pension Fund and agree to be bound by any amendments thereto.

A Joint Committee is hereby created for the purpose of implementing the details of administration of this fund. Monthly contributions shall be made by all employers party to this agreement on behalf of each individual employee to a depository selected and agreed to by the Joint Committee.

#### **ARTICLE 24 – INDUSTRY PROMOTION**

Effective July 28, 2008, all contractors that have given their authorization for collective bargaining to the National Fire Sprinkler Association, Inc., and all other contractors that have voluntarily elected to become signatory to this provision shall pay to the National Fire Sprinkler Industry Promotion Fund a sum of money equal to Thirty Cents (\$.30) per hour for each hour worked by each Journeyman and Apprentice subject to this Agreement. Twenty Cents (\$.20) of this amount shall be allocated to Local programs and Ten Cents (\$.10) shall be allocated to National Programs and contract administration.

All signatory contractors who are not members of the NFSA shall pay an additional eleven cents (\$.11) above the rate specified in the first paragraph of this Article. Said \$0.11 shall be allocated to San Francisco Area programs. The NFSA, shall on a monthly basis, provide a complete financial report to the San Francisco Bay Chapter of all monies allocated for local programs in the San Francisco Bay Area.

It is agreed by the parties to this Agreement that the contributions covered by this Article shall not be used in any manner which would be adverse to the interests of the Local Union. It is further agreed that should any of said contributions be used in any manner adverse to the interests of the Local Union, then the parties to the Agreement shall meet to resolve said issue within 21 days.

All contractors who have given authorization for collective bargaining to the National Fire Sprinkler Association, Inc., and all other contractors that have voluntarily elected to become signatory to this provision agree to become a party to the Agreement and Declaration of Trust establishing the National Fire Sprinkler Industry Promotion Fund.

It is understood and agreed that the Fund and Program benefits at all times through the life of this Agreement shall be such as to qualify for approval by the Internal Revenue Service of the U.S. Treasury Department and other appropriate government agencies if necessary to permit all Employers an income tax deduction for contributions paid hereunder.

## **ARTICLE 25 – ASSENT OF HEALTH AND WELFARE AND PENSION FUNDS**

In consideration of benefits to be derived and other good and valuable considerations, Sprinkler Fitters Local Union No. 483, San Francisco, California, although not a Party to the Local 669 Agreement, does hereby join in and does subscribe to the Declarations of Trust made between the National Fire Sprinkler Association, Inc. and Local 669 and agrees to be bound by any Amendments thereto, and the Employers party to this Agreement with Sprinkler Fitters Local 483, San Francisco, California, agree to make contributions in the amounts set forth in this Agreement to the Trustees as provided by the Trust Agreements between the National Fire Sprinkler Association, Inc. and Local Union 669; and further, the parties hereto authorize said parties of the 669 Agreement to name trustees and successor trustees to administer said Health and Welfare and Pension Funds, hereby ratifies and accepts such Trustees in the terms and conditions of said Trusts as fully and completely as if made by the undersigned.

## **ARTICLE 26 – UNIFORMITY OF CONTRIBUTIONS**

Whereas this Agreement provides for contributions to the National Automatic Sprinkler Industry Welfare and Pension Funds by contractors party to this Agreement, and, Whereas the Trustees of these Funds require uniform contributions to these Funds; therefore, the Welfare and Pension contributions as set forth in this Agreement shall be not less than the hourly contributions as required by the 669 Collective Bargaining Agreement, effective January 1 of each year.

## **ARTICLE 27 – SURETY BOND**

Each contractor party to this Agreement on July 28, 2008, shall furnish to the Local Union a Surety Bond in the amount of Twenty Five Thousand Dollars (\$25,000.00) to assure the payment of wages and all fringe contributions as provided in this Agreement.

It is further understood that should a contractor not be able to furnish a Surety Bond, in lieu of said Surety Bond a contractor may post a cash bond (certified check) in the amount of Five Thousand Dollars (\$5,000.00) per man up to a maximum of five (5) men.

## **ARTICLE 28 – DURATION OF AGREEMENT**

The duration of this Agreement shall be from July 28, 2008 through July 31, 2012.

## **ARTICLE 29 – DRUG AND ALCOHOL**

The N.F.S.A. and Local 483 acknowledge that the use of alcohol and illicit drugs that impair work performance is detrimental to the health and safety of the employees covered by this Agreement. It is also acknowledged that employees suffering from an alcohol or drug related

problem should be accorded the opportunity to remedy their health problem. Therefore, it is hereby agreed by the parties as follows:

1. An employee shall not report for work in a condition unfit for work due to the use of alcohol, illegal drugs, or other illegal substances that impair his/her work performance. Being in a condition unfit for work because of the effects of illegal drugs, alcohol or other illegal substances that impair work performance while at the job site is cause for disciplinary action, up to and including discharge.
2. If an Employer has "probable cause" to suspect that an employee is unfit for work as described above, the Employer may require the employee to submit to a detection test as outlined in Paragraph 3 to determine whether the employee is in violation of Paragraph 1. "Probable cause" means objective belief based on direct observation by a supervisor or management representative such that it can be described with particularity, i.e., specific facts. All such facts must be immediately reduced to writing by the supervisor or management official and provided to the employee and the Union. If a supervisor or management official is not "on site" to observe an employee whose performance is impaired, the job foreman shall contact the Employer by telephone immediately.

"On site" means the location of the job at which the employee is suspected of being unfit for work.

3. The procedure for detection of alcohol related impairment shall be the same as used by the State of California and presumptive impairment shall be determined by using the State established level for a finding of driving a vehicle while intoxicated. The testing procedure for drug related impairment shall use the EMIT or similar screening test in the first instance. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative or positive for these five drugs or classes of drugs:

The following initial cutoff levels shall be used when screening specimens to determine whether they are negative or positive for these ten drugs or classes of drugs:

<u>Initial Test Level (ng/ml)</u>		<u>Initial Test Level (ng/ml)</u>	
Amphetamines	1000	Opiates	300
Barbiturates	50	Phencyclidine (PCP)	25
Benzodiazepines	300	Propoxyphene (Darvon)	300
Cocaine	300	THC (marijuana and cannabinoids)	50
Methadone	300	Methaqualones (Qualudes)	300

The results of the test must be confirmed by the gas chromatography/mass spectrometry method. The failure to confirm the initial finding by GC/MS shall nullify the initial screening. The types of drugs listed above are not the exclusive set of drugs for the detection of which analysis may be conducted provided the parties are in agreement as to applicable procedures and standards for drugs not enumerated above.

4. The testing shall be conducted by a laboratory certified to perform such tests by the United States Department of Health and Human Services or any other laboratory designated by agreement of the parties. The collection of the samples shall conform to procedures established by HHS in February 1987. These procedures are available, upon request, from the National Fire Sprinkler Association, Inc. and from the Union.
5. After any sample is collected pursuant to the provisions of this Article, the employee shall be given a portion of the sample collected for his/her own analysis. Said portion shall be clearly identified and sealed. The Employer shall also provide the employee and Union representatives with a listing of the three (3) closest laboratories or testing agencies which comply with HHS Guidelines cited above. In the event the Union Representative is not available to be "on site" within one hour, the Union shall designate a temporary, alternate Union Representative. The employee shall have the right to independent analysis at these approved facilities. Any report on the contents of the sample must contain a signed attestation that the seal was intact upon submission to the testing facility.
6. The Employer shall notify the Union, in writing, that it has required a test to be performed and the reasons for testing as outlined in Paragraph 2 of this Article. The employee shall be advised by the Employer that he/she has the right to Union representation at all stages of the investigation and assessment process. Refusal by the employee to cooperate in the investigation and assessment process shall constitute grounds for discipline up to and including discharge. Failure by an Employer to afford the employee the right to Union representation, upon request, shall preclude discipline or other adverse action against the employee.
7. Possession or sale of illegal drugs or illegal substances at the worksite shall constitute independent grounds for discharge without regard to

"probable cause" of unfitness for work or adverse effect upon work performance.

8. Any finding of unfitness for duty and discipline imposed under this Article shall be subject to the grievance/arbitration procedure found in Article 15 of this Agreement. The employee may be assigned to nonsafety sensitive positions pending resolution of the grievance.
9. All records pertaining to investigation and assessment of an employee shall be maintained as strictly confidential and shall not be released other than to the employee or to the Union. Under no circumstances shall said records be disclosed or otherwise utilized for law enforcement purposes, unless formally subpoenaed by law enforcement agency(s).
10. The only permissible testing shall be that set forth in Paragraph 2. There shall be no random testing, use of electronic detection devices, use of search dogs, searches of persons or vehicles or other practices not specifically mentioned in this Article, except when required by the General Contractor or Owner, with notice to the Union.
11. This Article shall not bar any subsequent modifications of the standards and tests promulgated by the Joint Apprenticeship Training Committee nor testing of applicants for the Joint Apprenticeship Program pursuant to procedures adopted by the Joint Apprenticeship Training Committee.

### **ARTICLE 30 – HIRING AND HIRING PROCEDURE**

When the employer needs men he shall in all cases call the Local Union.

All selection, hiring and employment practices by both the Union and the Employer shall be on a non-discriminatory basis with regard to race, color, creed or sex.

Employers, party to this Agreement, shall secure all journeymen employees required in the performance of the work covered by Article 16 (Jurisdiction of Work) of this Agreement through the hiring procedure as set forth herein.

Employers, party to this Agreement, shall secure all apprentices required in the performance of the work covered by Article 16 (Jurisdiction of Work) of this Agreement through the Joint Apprentice Committee in accordance with Article 15 of this Agreement (Apprenticeship).

The Union shall maintain at the Union office the following lists for registration of Journeymen employees and applicants for employment.

Employment shall be first from List A, List B, List C and finally from List D.

#### **List A.**

To register for List A, an employee or applicant shall have five (5) or more years experience in the Sprinkler Fitter Trade, reside within the normal construction labor market, have passed the Journeyman's exam of Local 483 or a UA equivalent exam, or have been certified as a Journeymen Sprinkler Fitter by UA Sprinkler Fitters Local 483 Joint Apprenticeship Committee and have been employed for 500 hours per year for the last four (4) years as an employee working under a Local 483 Collective Bargaining Agreement. The normal construction labor market is defined to mean the following geographical area, , ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, INYO, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONO, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SONOMA, SOLANO, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA.

Any Local 483 member working in a UA Local, which participates in or has a Reciprocal Agreement with the NASI Trust Funds, shall have those hours worked credited towards "A" List Status.

**List B.**

To register for List B, an employee or applicant shall have five (5) or more years in the Sprinkler Fitters Trade and have passed the Journeyman's exam of a U.A. Sprinkler Fitters Local Union or equivalent, or have been certified as Journeyman Sprinkler Fitter by any U.A. Sprinkler Fitters Joint Apprenticeship Committee.

**List C.**

To register for List C, an employee or applicant shall have five (5) or more years experience in the Piping Industry, reside within the normal construction labor market and have passed the Journeyman's exam of a U.A. Pipefitting Local or equivalent.

**List D.**

List D shall be all other employees or applicants.

Employment shall be first from List A until this list is exhausted, then from List B, then List C, and finally from List D. When the employer finds it necessary to increase his workforce, he may select fifty percent (50%) of his work force by name from the List A. The other fifty percent (50%) shall be taken in order from the List A. Hiring on the List A shall alternate continuously between the "byname" and the "taken in order from the List A" options over the life of the Agreement. Hiring on all other lists shall be one hundred percent (100%) call by name. An employer may call back any previously employed journeyman from List A within 60

days of discharge or layoff, providing such employee has not already been dispatched to another employer. The employer shall have the right to refuse any employee on any list for cause who has been terminated for just cause by the Employer within the past twelve months.

Should any list then be exhausted due to the Employer's refusal to hire for cause, then the Employer may hire from the next applicable list.

The Union shall make available by telephone the names of the unemployed employees as they appear on the applicable lists.

A copy of these lists shall be forwarded to the NFSA and the Chairman of the JAC Labor Committee on a monthly basis.

Journeymen shall have the right to solicit their own jobs subject to these hiring procedures.

When the Employer finds it necessary to lay off employees on a job, he shall lay off first employees who qualify for the "D" list, then the "C" list and then from the "B" list before any "A" list members are laid off, except the job Foreman shall not be subject to this lay off procedure, until Project is completed. Any Foreman from other than List "A" shall not be reassigned to another project without prior approval by Local 483.

#### **ARTICLE 31 – GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter 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 this Agreement shall remain in full force and effect.

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.

#### **ARTICLE 32 – PROVISIONS FOR RENEWAL OF AGREEMENT**

It shall be provided that not less than Sixty (60) days prior to the termination date of this Agreement written notice may be given by either Party requesting a conference to prepare for such alterations or amendments to this Agreement as may be necessary. Failure to give such written notice, this Agreement shall remain in force from year to year until written notice of three (3) months prior to July 31st is served.

Written notice shall be sent by registered mail to the National Fire Sprinkler Association, Inc.



40 Jon Barrett Road, Patterson, New York 12563, and to the Secretary of the Local Union at the address of the Local Union.

Dated this 28th day of July, 2008

For the Party of the First Part:  
NATIONAL FIRE SPRINKLER  
ASSOCIATION, INC.

For the Party of the Second Part:  
SPRINKLER FITTERS AND  
APPRENTICES LOCAL UNION NO. 483,  
SAN FRANCISCO,  
CALIFORNIA

**ADDENDUM**  
**to the**  
**AGREEMENT BETWEEN NATIONAL FIRE SPRINKLER**  
**ASSOCIATION, INC.**  
**and**  
**SPRINKLER FITTERS LOCAL UNION 483**

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada:

All piping for plumbing, water, waste, floor drains, drain grates, supply, leader soil pipe, grease traps, sewage and vent lines.

All piping for water filters, water softeners, water meters and the setting of same.

All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.

All water services from mains to buildings, including water meters and water meter foundations.

All water mains from whatever source including branches and fire hydrants, etc.

All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc.

All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.

All bathroom, toilet room and shower room accessories, i.e., as towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.

All lawn sprinkler work including piping, fittings, and lawn sprinkler heads.

All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.

All block tin coils, carbonic gas piping, for soda fountains and bars, etc.

All piping for railing work, and racks of every description, whether screwed or welded.

All piping for pneumatic vacuum cleaning systems of every description.

All piping for hydraulic, vacuum, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars and railway express locomotives.

All marine piping, and all piping used in connection with ship building and ship yards.

All power plant piping of every description.

The handling, assembling, and erecting of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.

All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.

All soot blowers and soot collecting piping systems.

The setting, erecting, and piping, for all smoke consuming and smoke washing and regulating devices.

The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power heating, refrigerating, air conditioning, manufacturing, mining and industrial work.

The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in power houses distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air conditioning systems.

All piping for artificial gases, natural gases, and holders of equipment for same, chemicals, minerals and by-products for refining of same, for any and all purposes.

The setting and erecting of all underfeed stokers, fuel burners and piping including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

The setting and erection of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances in connection with transformers, and piping to switches of every description.

All fire extinguishing systems, and piping, whether by water, steam, gas or chemical, fire alarm piping and control tubing, etc.

All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description and laundries of all purposes.

All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.

All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method and the charging and testing, servicing of all work after completion.

All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers and boilers and cooking utensils, etc. of every description.

All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, aeration basins.

All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.

All air piping of every description.

All temporary piping of every description in connection with building and construction work, excavating and underground construction.

The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, support, sleeves, thimbles, hangers, conduit and boxes used in connection with pipe fitting industry.

The handling and setting of boilers, setting of fronts, setting of soot blowers and attaching of all boiler trimmings.

All pipe transportation lines for gas, oil, gasoline, fluids and liquids, water aqueducts, and water lines and booster stations of every description.

All acetylene and arc welding, brazing, lead burning, soldering and wiped joints, caulked joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

All methods of stress relieving of all pipe joints made by every mode or method.

The assembling and erecting of tanks, used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.

The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.

All piping for cataracts, cascades (i.e., artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.

Piping herein specified means pipe from metals, tile, glass, rubber, plastics, wood, or any other kind of material or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shapes.

## **LETTER of UNDERSTANDING RESIDENTIAL FIRE PROTECTION**

1. This addendum shall apply only as an amendment to the current Collective Bargaining agreement, and shall be restricted to that work, defined as Residential Fire Protection.
2. All articles, terms and conditions in the current Collective Bargaining Agreement shall apply, except as specifically amended herein. This Addendum does not apply to any prevailing rate jobs (i.e., State, Federal, City or County funded projects).
3. **RESIDENTIAL FIRE PROTECTION:** Residential Fire Protection shall be defined as all work performed within the scope of the current Collective Bargaining Agreement on projects solely for family residences, including new and existing mobile homes, single family homes, duplex and triplex units, garden apartments not exceeding four (4) stories in height, condominiums not exceeding four (4) stories in height of residential units above two (2) stories of service, utility storage, garage and support units built for the direct use of residential tenants.
4. **RESIDENTIAL SPRINKLER FITTER:** Residential Sprinkler Fitters shall be defined as individuals specifically hired to install fire sprinkler systems in residential dwellings as defined in Paragraph Three (3). Residential Sprinkler Fitters may be drawn from the following sources.
  1. From the Local 483 list of unemployed journeymen and apprentices.
  2. From the Local 483 List of unemployed building trades journeymen and apprentices.
  3. From a list of applicants selected by the Union and/or Employer whose names are placed on the Residential Sprinkler Fitters Trainees List which is maintained by Local 483.
  4. Individuals on the approved Apprentice Eligibility List (without jeopardizing their standing on this list). (Time worked on Residential Fire Protection shall not be credited towards the 5 years Apprenticeship Program excluding Indentured Apprentices).
5. **HIRING PROCEDURE:** When the employer needs manpower, he shall in all cases call the Local Union and make his manpower requirements known. All hiring shall be done through Local 483. The employer shall give the Union as much notice as possible when he finds it necessary to reduce his work force.
6. **RATIO:** The Employers agree to employ Sprinkler Fitters and Apprentices from the Local Union's "Out-Of-Work" List at a ratio of one and one half (1½) Journeymen to One (1) Apprentice on a Per-Job-Basis.

7. HOURS OF LABOR: Any eight (8) consecutive hours with one half hour for lunch between 6:00 a.m. and 5:00 p.m., Monday through Friday shall constitute a regular day's work. At the employee's option, Saturday may be used to make up a day lost to weather or a holiday. Work performed in excess of eight (8) hours of the regular workday or work performed before or after the established starting or quitting time and over forty (40) hours during the regular work week shall be at time and one half the hourly wage rate. All work performed on Sundays or Holidays shall be paid at double (2 times) the regular hourly wage rate.

8. WAGES: The following are the Wage Rates for Journeymen working on Residential Fire Protection as described in Article 3 "Residential Fire Protection":

With one (1) months notice prior to the dates listed below, the Union shall have the right to reallocate the Residential Sprinkler Package.

RESIDENTIAL SPRINKLER FITTER - Effective 7/28/08

Wage Rate	\$25.70 per hour
N.A.S.I. Health & Welfare	7.30 per hour
N.A.S.I. Pension	3.20 per hour
N.A.S.I. Training Fund	.05 per hour
UA International Training Fund	.10 per hour

RESIDENTIAL SPRINKLER FITTER - Effective 1/1/09

Wage Rate	\$25.70 per hour
N.A.S.I. Health & Welfare	7.30 per hour
N.A.S.I. Pension	3.30 per hour
N.A.S.I. Training Fund	.05 per hour
UA International Training Fund	.10 per hour

RESIDENTIAL SPRINKLER FITTER - Effective 8/3/09

Wage Rate	\$27.20 per hour
N.A.S.I. Health & Welfare	7.30 per hour
N.A.S.I. Pension	3.30 per hour
N.A.S.I. Training Fund	.05 per hour
UA International Training Fund	.10 per hour

RESIDENTIAL SPRINKLER FITTER - Effective 1/1/10

Wage Rate	\$27.20 per hour
N.A.S.I. Health & Welfare	7.80 per hour
N.A.S.I. Pension	3.40 per hour
N.A.S.I. Training Fund	.05 per hour
UA International Training Fund	.10 per hour

RESIDENTIAL SPRINKLER FITTER- Effective 8/2/10

Wage Rate	\$28.50 per hour
N.A.S.I. Health & Welfare	7.80 per hour
N.A.S.I. Pension	3.40 per hour
N.A.S.I. Training Fund	.05 per hour
UA International Training Fund	.10 per hour

RESIDENTIAL SPRINKLER FITTER - Effective 1/1/11

Wage Rate	\$29.10 per hour
N.A.S.I. Health & Welfare	7.80 per hour
N.A.S.I. Pension	3.40 per hour
N.A.S.I. Training Fund	.05 per hour
UA International Training	.10 per hour

RESIDENTIAL SPRINKLER FITTER - Effective 8/1/11

Wage Rate	\$30.40 per hour
N.A.S.I. Health & Welfare	7.80 per hour
N.A.S.I. Pension	3.40 per hour
N.A.S.I. Training Fund	.05 per hour
UA International Training	.10 per hour

RESIDENTIAL SPRINKLER FITTER – Effective 1/1/12

Wage Rate	\$31.00 per hour
N.A.S.I. Health & Welfare	7.80 per hour
N.A.S.I. Pension	3.40 per hour
N.A.S.I. Training Fund	.05 per hour
UA International Training Fund	.10 per hour



The rates for Residential Trainees shall be based on the Residential Fitters Rate. There shall be no contributions for Residential Trainees, other than for the NASI Health and Welfare coverage.

Effective July 28, 2008, the Foreman's rate shall be One Dollar (\$1.00) over residential fitter scale.

Effective August 3, 2009, the Foreman's rate shall be One Dollar Twenty-Five Cents (\$1.25) over residential fitter scale.

Effective August 1, 2011, the Foreman's rate shall be One Dollar Fifty Cents (\$1.50) over residential fitter scale.

Apprentices working on Residential Fire Protection will be paid the rate for their appropriate classification

9. **WORK ASSESSMENT:** The employer shall each week withhold from the wages of each employee covered by this Collective Bargaining Agreement, for each hour worked such amounts as may be approved by the Local Union members and designated by the Local Union.
10. **DURATION OF TERMS:** The duration of the terms of this addendum shall be from August 1, 2005 through July 31, 2008. This agreement may be changed or modified if both parties meet and agree.







**2010 -2013**

**TEAMSTERS MASTER CONSTRUCTION AGREEMENT**

**Between**

**ASSOCIATION OF ENGINEERING CONSTRUCTION  
EMPLOYERS, ASSOCIATION OF ENGINEERING  
CONSTRUCTION EMPLOYERS and ENGINEERING &  
UTILITY CONTRACTORS ASSOCIATION**

**And**

**HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION  
TEAMSTERS COMMITTEE FOR  
NORTHERN CALIFORNIA**

# TEAMSTERS MASTER CONSTRUCTION AGREEMENT

2010 - 2013

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**2010 - 2013**  
**TEAMSTERS MASTER CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** made and entered into this 9th day of August 2010 by and between the ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS, AND ENGINEERING AND UTILITY CONTRACTORS ASSOCIATION, AND ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA INC. hereinafter referred to as "Association" on behalf of those signatory employers appearing on Exhibit A attached hereto, and the HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION TEAMSTERS COMMITTEE FOR NORTHERN CALIFORNIA, hereinafter referred to as "Committee."

**WITNESSETH**

**SECTION 1**  
**GENERAL PROVISIONS**

**1(A) DEFINITIONS**

- (1) **Association:** The term "Association" means Association of Engineering Construction Employers, and the Engineering And Utility Contractors Association and the Associated General Contractors of California Inc.
- (2) The term "Employer" shall mean any person or entity, including Joint Ventures, who are listed on Exhibit A on file with the Committee. Exhibit A shall be prepared by the Association and filed with the Committee and shall list Individual Employers. The Association shall file with the Committee monthly a list of those members of the Association whose names shall be added to Exhibit A.
- (3) **Union:** The term "Union" means one of the following Local Unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America: Local Unions 137, 150, 287, 315, 386, 431,439, 533, 624, 853, 890, 912, 948.
- (4) **Committee:** The term "Committee" means the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.
- (5) **Employee:** The term "Employee" means all individuals performing work within the unit covered by this Agreement, except that it shall not apply to superintendents, assistant superintendents, general foremen, foremen covered by the Master Agreement covering foremen between the Committee and the Association, civil engineers and their helpers, timekeepers, messenger boys, guards, confidential employees and office help.

Any reference to one gender in this agreement shall also mean reference to the other gender.

## **1(B) SCOPE OF AGREEMENT**

The geographic area covered by this Agreement is that portion of the State of California above the northern boundary of Kern County, the northern boundary of San Luis Obispo County and the westerly boundaries of Inyo and Mono Counties.

This Agreement covers and applies to all work of the Employer falling within the established jurisdiction of the Union, including, but not limited to, building construction, heavy, highway and engineering construction and the performance of work in the classifications listed in Section 4A, and for which the Employer undertakes responsibility in connection with any job. All such work shall be performed first, by utilizing owned equipment of the Employer, then of the subcontractor, or Owner/Operator in accordance with the provisions of this Agreement; provided, however, such work is to be performed using identical equipment owned by the Employer. Provided further, that where a bona fide job requirement precludes utilization of the Employers owned equipment, such work may be subcontracted. A bona fide job requirement shall include but not be limited to:

- WBE/MBE/DBE utilization.
- Conditions which will result in excess wear and tear on owned equipment.
- Prior contractual agreement committal to subcontractor where at time of bid Employers equipment was anticipated to be fully used.
- Other Federal, State, County or City statutes placing requirement on the Employers which can only be met by subcontracting or utilization of Owner/Operators.

This equipment utilization shall be limited to the geographic area normally serviced by each Individual Employers' permanent yard, where such equipment is assigned by the Employer.

This provision is not intended to apply on a day by day basis but is intended to preclude a pattern of utilizing subcontractors or Owner/Operators in lieu of utilizing owned equipment. This provision is not intended to preclude subcontracting to subcontractors or Owner/Operators signatory to a Teamster Agreement.

It is understood that the intention of this Section 1B is to ensure maximum utilization of equipment owned by the Individual Employer and provide maximum employment opportunity for those Employees of the Individual Employer signatory hereto. Qualified employees that refuse a work assignment shall have no standing for any claims in this section; and the Employer is free to assign the work under the terms of this Agreement.

No supervisory personnel shall be allowed to operate any mechanical equipment on work covered by this Agreement. No supervisory personnel shall perform any other work covered by this Agreement which is regularly assigned to an Employee on a full time basis.

**1(C) ADDITIONAL EMPLOYERS**

If subsequent to the date of execution of this Agreement, an Employer becomes a member of the Association, and authorizes the Association to represent them in collective bargaining with the Committee, said Employer shall become covered by the terms and conditions of this Agreement provided that said Employer has no existing dispute under any other agreement with a Union, and provided further that the terms and conditions of this Agreement shall not replace a more favorable agreement then in effect between the Employer and a Union unless agreed to by the Employer and the Union.

**1(D) OTHER AGREEMENTS**

The Committee agrees that in the event the Committee or any Union should enter into an agreement with any employer, with respect to work covered by this Agreement, the terms and conditions of which differ from this Agreement, any Employer engaging in work of the same type and in the same geographic area as that covered by such agreement, shall be entitled to become party to such Agreement.

The Committee further agrees that should any Union enter into a different agreement with respect to work covered by this Agreement or a modification to this Agreement such other agreement or modification shall be subject to prior approval of the Committee.

**1(E) UNION SECURITY**

Each Employee covered by this Agreement who is member of a Union designated in Section 1(A)3 on the date of execution of this Agreement, or the effective date of this Agreement, whichever is later, shall as a condition of employment remain a member in good standing. Any present employee working within the scope of this Agreement who is not a member of one of the aforesaid Unions, and any Employee working within the scope of this Agreement hired hereafter shall become and remain a member in good standing in the Union in the locality of the Employment Office from which he was dispatched within eight (8) days following the commencement of his employment, the effective date of this Agreement or the date of execution of this Agreement, whichever is later. Provided, however, that any employee, including an owner-operator who has an employer-employee relationship with an Employer who is employed on work other than work to be done at the site of construction, alteration, painting or repair of a building, structure, road or other work, and who is not a member of a Union as of the execution date of this Agreement, shall as a condition of continued employment within 31 days after hire or the execution of this Agreement, whichever is later, become and remain a member in good standing, subject to the provisions

of the proviso to Section 8 (a)(3) of the National Labor Relations Act.

The employer shall be required to discharge any employee pursuant to this section within five

(5) days after receipt of written notice by certified mail that said employee has failed to become or remain a member in good standing in the Union.

**SECTION 2  
BARGAINING REPRESENTATIVES**

**2(A) COMMITTEE'S RECOGNITION OF COLLECTIVE BARGAINING REPRESENTATIVES OF EMPLOYER**

The Committee recognizes the Association as the collective bargaining representative for all its members who have authorized the Association to represent them in collective bargaining with the Committee, with respect to highway, general building and the heavy construction industry in the territory subject to this Agreement as of the effective date of this Agreement as well as for all persons or entities becoming members of said Association pursuant to the provisions of Section 1C.

**2(B) EMPLOYER'S RECOGNITION OF COMMITTEE AS BARGAINING AGENT**

The Association and the Employers covered hereby recognize and acknowledge the Committee as the collective bargaining representative of the Employees working under the scope of this Agreement as set forth in Section 1B.

**2(C) AUTHORIZED AGENTS**

(1) Authorized agents of the Union shall have access to company premises and/or jobsites during working hours, except in cases where Government security regulations and safety requirements limit the application of this provision, and may not interfere with the progress of the operation.

(2) Where stewards are utilized, the Employer shall recognize them.

**2(D) LIABILITY OF THE PARTIES**

It is mutually understood and agreed that neither the Association, any Employer, the Committee, nor any 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, providing that such action or conduct has not been specifically authorized, participated in, fomented or condoned, by the Association, the Employer, the Committee or the 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 Committee, Union, the Association, 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.

**2(E) EMPLOYER'S MEMBERSHIP**

This Agreement is made for and on behalf of, and shall be binding upon, all persons, firms or corporations who at the time of execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

**2(F) AGREEMENT BINDING UPON PARTIES**

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

The Employer shall give notice of the existence of this agreement to any purchaser, successor, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the affected Union and the Committee, at the time the seller, transferor, or lessor executes a contract or transaction as herein described.

**SECTION 3  
PROCEDURES GOVERNING PRE-JOB CONFERENCE, MOBILITY, HIRING &  
EMPLOYMENT**

**3(A) NON-DISCRIMINATION**

It is mutually agreed by the Employer and the Union to comply fully with all of the provisions of Title 7 of the Civil Rights Acts of 1964, Presidential Executive Order No. 11246, and the California Fair Employment Practices Act, the Age Discrimination in Employment Act of 1967 (as amended), Rehabilitation Act of 1973, Vietnam Era Veterans Readjustment Assistance Act of 1972 and the Americans with Disabilities Act of 1990 to the end that no person shall, on the grounds of age, sex, race, color, national origin, handicap, ancestry, disability, or Vietnam era veteran status be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination by not having full access to the contents of this Agreement.

In the event the Union is unable to refer applicants for employment in sufficient number, or sufficient type, from minority groups and females represented within the local area as may be necessary to enable the Employer to fully comply with minority and female hiring

requirements imposed by the Employer's construction contract with any Federal, State or governmental body, commission or agency, or to enable the Employer to fully comply with all Federal and State Laws, Presidential Executive Order, regulations, rules, directives or orders

directives or orders which cover minority and female hiring and which are applicable to the Employer, then in any such event the Employer shall be free to directly recruit from any source such number of minority and female applicants acceptable to the Employer as may be necessary to satisfy the employer's needs to effect such compliance.

It is understood, the Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law; the Construction project number; and a copy of the compliance order.

### **3(B) PRE-JOB CONFERENCE**

- (1) Whenever an Employer covered by this Agreement comes into a locality in which he has no permanent yard, the Employer shall notify the Union in the locality of the job prior to the commencement of the work; and if requested by either party, a pre-job conference shall be held prior to the commencement of the job in the locality in which the work is to be performed. A pre-job conference shall be required only on jobs of \$1,000,000 or more. If a pre-job conference is held with any other craft or crafts, the Union shall be notified thereof and be provided an opportunity to attend said conference.

On work performed under emergency contracts for a governmental agency, the Employer shall give notice of the commencement of the job to the Union as soon as possible.

- (2) If a pre-job conference is not held subsequent to a request therefor or if notice is not given to the Union pursuant to the provisions of Section 3(B)1, the Employer shall be prohibited from utilizing the provisions of Section 3C and shall be required to obtain all Employees from the Employment Office of the Union in the locality of the job.

### **3(C) MOBILITY**

When an Employer comes into a locality as defined in Section 3(D) and the provisions of Section 3(B)1 and 2 have not been adhered to, the individual Employer shall be required to obtain all Employees from the Employment Office of the Union in the locality of the job.

Whenever an Employer covered by this Agreement is in compliance with the provisions of Sections 3 (B)1 and 2, the individual Employer has the freedom of total mobility of his Employees within the 46 Northern California Counties covered by this Agreement.

### **3(D) EMPLOYMENT OFFICE LOCALITIES**

- Locality 1: Consisting of Butte, Colusa, Del Norte, Glenn, Humboldt, Lassen, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity and Yuba Counties.  
Local 137 (530) 243-0232 Fax (530) 243-3115
- Locality 2: Consisting of Sacramento, Yolo, El Dorado, Placer, and Nevada Counties, except as provided in Locality 15.  
Local 150 (916) 392-7070 Fax (916) 392-7675
- Locality 3: Consisting of Napa and Solano Counties.  
Local 315 (707) 643-0387 Fax (707) 643-3312
- Locality 4: Consisting of Lake, Marin, Mendocino and Sonoma Counties.  
Local 624 (707) 542-1292 Fax (707) 542-1501
- Locality 5: Consisting of Contra Costa County.  
Local 315 (925) 228-2246 Fax (925) 228-1612
- Locality 6: Consisting of San Joaquin, Amador, Tuolumne, Calaveras and Alpine Counties.  
Local 439 (209) 948-9592 Fax (209) 948-3424
- Locality 7: Consisting of Alameda County.  
Local 853 (510) 895-8853 Fax (510) 895-6853
- Locality 8: Consisting of San Francisco and San Mateo Counties.  
Local 853 (650) 871-7525 Fax (650) 952-7490
- Locality 9: Consisting of Stanislaus, Merced and Mariposa Counties.  
Local 386 (209) 526-2755 Fax (209) 526-9485
- Locality 10: Consisting of Santa Clara and San Benito Counties.  
Local 287 (408) 453-0287 Fax (408) 453-2034



- Locality 11: Consisting of Fresno and Madera Counties.  
 Local 431 (559) 486-5410 Fax (559) 441-1743
- Locality 12: Consisting of Santa Cruz County.  
 Local 912 (831) 724-0683 Fax (831) 724-1554
- Locality 13: Consisting of Monterey County.  
 Local 890 (831) 424-5743 Fax (831) 424-2091
- Locality 14: Consisting of Kings and Tulare Counties.  
 Local 948 (559) 625-1061 Fax (559) 625-9269
- Locality 15: Consisting of Eastern Nevada, Placer, and El Dorado Counties commencing at the crest of the Sierra Nevada Range within the State of California, and all territory in the State of Nevada bordered by the Idaho-Oregon lines on the north; the Utah line on the east; the California State line on the west, southerly to and including Highway 6, easterly from the California State line to the southwest White Pine County line; thence in an easterly direction along the north Lincoln County line to the Utah line.  
 Local 533 (775) 348-6060 Fax (775) 348-1501

**3(E) HIRING**

- (1) Except as otherwise set forth herein, the Employer shall secure all Employees through the Employment Offices of the Union in the localities hereinafter designated. Such Employment Offices shall dispatch Employees in accordance with the terms of this Agreement.
- (2) The Employment Office shall furnish satisfactory, properly licensed, and competent Employees in accordance with the provisions of this Section within forty-eight (48) hours after request for said Employees. In the event such Employees cannot be or are not furnished within such period, the Employer may hire any individual. The Employer shall arrange for a dispatch to be obtained for individuals so hired from the Employment Office of the Union within the locality within twenty-four (24) hours of the commencement of such employment. Such dispatch shall, upon request, be issued to the Employee.

### 3(F) NON-DISCRIMINATORY HIRING PROCEDURES

- (1) **Employment Office:** The Union shall maintain appropriate registration facilities at each Employment Office for applicants to register for employment.

The period during which applicants will be accepted and for which they remain valid may be fixed by the Employment Office. Branch offices of each Employment Office may be operated with separate registration facilities. The Union shall provide the Association with a list of such branch offices, their addresses and the hours during which they are open. The manager or other designated agent of the Association shall have the right to inspect Employment Office records during hours which the office is open for registration. The Local Union may establish reasonable Hiring Hall rules that will not conflict with other provisions of this Section 3.

- (2) **Order of Dispatch:** Subject to the provisions hereinafter set forth, registrants shall be dispatched by the Employment Office in the following order:

- (a) "A" list registrants meeting the specifications stated by the Employer at the time of his requisition shall be dispatched in the order of registration on the list.
- (b) In the event no "A" list registrants are available for dispatch, "B" list registrants meeting the specifications stated by the Employer at the time of his requisition shall be dispatched in the order of registration on the list.
- (c) In the event no "A" or "B" list registrants are available for dispatch, "C" list registrants meeting the specifications stated by the Employer at the time of his requisition shall be dispatched in the order of registration on the list.
- (d) If an Employer requests in writing a particular registrant by name who has been employed by the Employer at any time during the twelve (12) month period immediately preceding such request and such registrant has established "A" list preference in accordance with Section 3(G), he shall be dispatched to such Employer regardless of his position on the list.
- (e) Trainee List. In addition to the above the following procedures shall be applicable whenever an employer requests a "trainee" for dispatch. If an employer requests a "trainee", the local union will dispatch "trainees" in the order of their position on the trainee list at the hiring hall of the local union.

An employer may request a particular trainee, by name, who is registered on the trainees list or who has been employed by the employer at any time during the twelve month period immediately preceding such request.

**Double Shift:** On double shifts, the Employer shall employ for the first shift one driver for each piece of equipment selected as provided in Section 3F(2) and for the second shift only drivers obtained through the Employment Office of the Union in the locality where the jobsite operation is situated, if available.

**Three Shifts:** On three shifts, the Employer shall employ for the first shift one driver for each piece of equipment selected as provided in Section 3F(2) and for the second and third shifts only drivers obtained through the Employment Office of the Union in the locality where the jobsite operation is situated, if available.

In addition to the above, the following procedure shall be applicable to the operation of the Employment Office of any Union which elects to adopt said procedure:

An Employer may call for any "A" list registrant by name, and said registrant shall be dispatched without reference to his order of registration provided that said registrant has at all times during the five (5) years immediately preceding the Employer's call been registered on the "A" list of the Employment Office in the locality or would have been eligible to so register had he not been employed under the scope of this Agreement. The provisions of this subparagraph shall not operate to increase the number of individuals who may be brought into a locality by an Employer.

### **3(G) CLASSIFICATION OF REGISTRANTS**

- (1) **"A" List Registrants:** An individual who has been employed or trained by the NCTAT, pursuant to the terms of this Agreement for two hundred and forty (240) hours or more within the locality of the Employment Office during the twelve month period preceding his registration date shall be entitled to register on the "A" list provided he registers within thirty (30) days after termination of his most recent employment by an Employer party to this Agreement. NCTAT student eligibility shall apply in the locality where the student is registered with the Employment Office. If the registrant fails to register within the period specified, he shall not be entitled to "A" list registration. "A" list registrants upon losing 240 hour requirement shall be allowed to continue "A" list registration, provided such registrants sign each and every month commencing with the month during which eligibility based on the 240 hour requirement ended.

For purposes of this Subsection an individual shall be deemed to have been employed 40 hours during any week for which he receives disability insurance benefits or worker's compensation benefits.

An Employee of any Union who as part of his regular job duties administers this collective bargaining agreement shall be deemed to be working in the construction industry for purposes of establishing eligibility for "A" list registration.

- (2) **"B" List Registrants:** An individual who has been available for employment or employed pursuant to the terms of this Agreement in the geographic area covered by this Agreement for one (1) year or more next preceding his registration shall be entitled to register on the "B" list, provided he is not otherwise eligible to register on the "A" list.
- (3) **"C" List Registrants:** An individual who has been available for employment or employed pursuant to the terms of this Agreement in the geographic area covered by this Agreement for less than one (1) year next preceding his registration shall be entitled to register on the "C" list.
- (4) **Trainee List Registrants.** An individual who has been available for employment or employed pursuant to the terms of this agreement in the geographical area covered by this agreement. An individual who registers as a "trainee" must fill out an application for "trainee" at the local hiring hall. An individual trainee shall not be eligible to register on the "A", "B", or "C" list above.

### **3(H) NON-DISCRIMINATORY HIRING HALL OPERATION**

The Union shall operate its Employment Offices without discrimination in favor of or against a registrant by reason of his membership or non-membership in the Union. Registration shall not be dependent upon membership in any Union. Neither the locality preference nor the area preference entitling registration on the "A" list, the "B" list, the "C" list or the "trainee" list shall have any connection or relation to membership in the Union.

A registrant aggrieved by the operation of an Employment Office of the Union shall submit his grievance to a Board of Adjustment created pursuant to Section 10A of this Agreement. The submission must be made in writing to the Association and to the Union operating the Employment Office within ten (10) days after the occurrence of the grievance. The decision of the Board of Adjustment shall be final and binding upon the registrant and upon the Union operating the Employment Office.

The provisions of this Agreement relating to the functioning of Employment Offices and registration procedures shall be posted by Employers and by each union in places where notices to Employees and registrants for employment are customarily posted.

### **3(I) REPORTING TO JOB**

Upon being dispatched, the registrant shall proceed to the job at once. When a call is made to an Employment Office for men to report to work on the day of request, a reasonable time shall be allowed for men traveling from the Employment Office to the jobsite, as agreed by the Union. A registrant who fails to report for work when dispatched on the shift to which dispatched, or within the agreed time if dispatched to work on the day of request, without good cause therefore shall be removed from the list and shall not be eligible for registration or dispatch for seven (7) days thereafter. Where a registrant is requested by the Employer to be dispatched on the day of the request and the registrant does report for work that same day, he shall be paid for his full shift if he reports during the first half of the shift and works the balance of this shift, or for the half shift if he reports during the second half of the shift.

### **3(J) REJECTION OF REGISTRANTS**

The Employer may reject any Employee or registrant for employment dispatched by an Employment Office of the Union, provided, however, that any such Employee or registrant reporting for work at the agreed time and designated place and rejected by the Employer, shall be entitled to show-up time in the amount provided in Section 5(H) of this Agreement. A registrant rejected for one of the following reasons shall not be entitled to receive show-up time.

- (1) Reporting for work in an unfit condition.
- (2) Discharge for cause by the Employer within the twelve (12) months next preceding his reporting time.
- (3) Failure to report at the time and place set forth on his dispatch slip.
- (4) Failure to have the experience specified in the Employer's request and/or the proper license required to operate the equipment for which the applicant has been ordered.

### **(K) DOCTRINE OF FAIRNESS**

The Employer will endeavor to treat each employee equally with respect to the administration

of this agreement. The Union and the Employer will cooperate to ensure that favoritism of employees is discouraged. It is the expressed goal of both the Union and the Employer to establish and maintain long term quality employees of the Employer. The employer shall be aware of an employee's longevity for the purposes of layoff and recall. Employees shall not be laid off or recalled solely on the basis of longevity.

Any grievance filed under the Doctrine of Fairness shall first be referred to Section 10 (E) Partnering to be determined if it should be referred to the Board of Adjustment.

### **3(L) CALLBACK AFTER LAYOFF**

An Employee laid off due to inclement weather or equipment breakdown not in excess of thirty (30) days, shall be recalled to employment on the project from which he was laid off before the Employer calls the Employment Office in the locality for new registrants.

An Employee laid off due to a reduction in force shall be given a lay-off slip with a copy sent on the same date to the Union, and may be recalled by the Employer or may be re-dispatched by the Employment Office to employment on the project from which he was laid off regardless of his position on the registration list. For the purposes of this section only, an Employee so redispached shall not be considered as a new registrant for employment under Section 3(J) if redispached to the classification from which he was laid off.

Except as otherwise mutually agreed by the Union in the Locality, said Employees shall be recalled through the Employment Office in the locality.

An Employee who fails to report for work within forty-eight (48) hours in response to a call-back by his Employer may be regarded by said Employer as having quit his employment.

### **3(M) RETURN AFTER INJURY**

Whenever an Employee who has been off work as a result of a work connected injury or illness is released by his doctor to return to work, his Employer shall return the Employee to his former job if in operation or to the first available job for which he is qualified.

Whenever an Employee who has been off work as a result of a non-work connected illness or injury is released by his doctor to return to work, the Employer shall either return the Employee to his former job or place him on the first available job for which he is qualified.

The Employee thereby displaced may be terminated without violation of this Agreement. The terminated Employee upon re-registration within seventy-two (72) hours excluding Saturdays, Sundays and holidays after termination shall be reinstated to the position on the registration list occupied by him at the time of his previous dispatch.

### **3(N) DISCHARGE**

The Employer shall be the judge of the qualification of all of his Employees and may on such grounds, discharge any of them.

No Employee shall be discharged or suspended without just cause. In the event of discharge or suspension without just cause, the Employee may be reinstated with payment for time lost.

If an Employee is given a warning notice rather than a discharge or suspension, such warning notice shall be in writing. Warning letters shall be non-grievable but considered automatically protested.

The written warning notice to be effective shall be served upon the Employee and the Union in the locality within ten (10) days after the occurrence with respect to which the notice is given. The warning notice shall not remain in effect for a period of more than twelve (12) months from its date of issuance. A written notice of discharge or suspension shall specify the reason for discharge or suspension and shall be served upon the Employee with a copy to the Union in the locality by certified mail or fax within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after the discharge or suspension occurs. Discharges or suspensions to be effective must occur not more than ten (10) days after the incident providing the basis for the discharge or Suspension.

Except as otherwise provided in Supplement 3, the first five (5) working days of employment of any Employee shall be a probationary period during which time any termination will not be challenged.

**SECTION 4  
4(A) WAGE AND FRINGE BENEFITS**

	Effective	7/1/10	7/1/11	7/1/12
Health & Welfare		\$9.39	*	*
Pension		\$5.20	*	*
Vacation & Holiday Pay		\$2.00	*	*
Nor-Cal Training		\$ .75	*	*
Supplemental Dues		\$ .40	*	*
Contract Administration		\$0.08	*	*
<b>Retirement Security Plan**</b>		\$2.05	*	*
<b>Total</b>		<b>\$19.87</b>		

**\*\*NOTE: RSP increases go into effect June 1<sup>st</sup> and are based upon June hours. Your June fringe benefit report should reflect the new RSP rate. All other fringe benefit increases are effective July 1<sup>st</sup> and reported on the July report form.**

**TEAMSTER CLASSIFICATIONS & WAGE RATES**

## GROUP 1

WAGE RATE	Effective	6/16/10	7/1/11	7/1/12
		\$27.13	*	*

### CLASSIFICATIONS

Dump Trucks Under 6 yards  
Single Unit Flat Rack (2 axle unit)  
Nipper Truck (when Flat Rack Truck is used appropriate Flat Rack Rate shall apply)  
Concrete Pump Truck (when Flat Rack Truck is used appropriate Flat Rack Rate shall apply)  
Concrete Pump Machine  
Snow Buggy (shall apply only where a full-time employee of the contractor is assigned to work at the sole discretion of the contractor)  
Steam Cleaning (when an employee is assigned to this work on a full-time basis)  
Bus or Manhaul Driver  
Escort of Pilot Car Driver  
Pickup Truck  
Teamster Oiler/Greaser/and/or Serviceman  
Hook Tenders (when doing work in Teamster jurisdiction, including loading and unloading)  
Team Drivers  
Warehousemen  
Tool Room Attendant (Refineries)  
Fuel or Grease Truck Driver/Fuelman  
Fork Lift and Lift Jitneys  
Truck Repairman Helper  
Fuel Island Attendant or Combination Pit and/or Grease Rack and Fuel Island Attendant (shall apply only where a full-time employee of the contractor is assigned to the work at the sole discretion of the contractor)  
Warehouse Clerk/Parts Man (job site construction; permanent yards where an employee covered by this Agreement is presently assigned to the work)

## GROUP 2

WAGE RATE	Effective	6/16/10	7/1/11	7/1/12
		\$27.43	*	*

### CLASSIFICATIONS

Dump Trucks 6 yds Under 8 yds.  
Transit Mixers Through 10 yds.



Water Trucks Under 7000 gals.  
 Jetting Trucks Under 7000 gals.  
 Single Unit Flatrack (3 axle unit)  
 High Bed Heavy Duty Transport  
 Scissor Truck  
 Rubber Tired Muck Car  
 Rubber Tired Truck Jumbo  
 Winch Truck and "A" Frame Drivers  
 Combination Winch Truck With Hoist  
 Truck Dispatcher (shall apply only where a full-time employee of the contractor  
 is assigned to the work at the sole discretion of the contractor)  
 Road Oil Truck or Bootman  
 Buggymobile  
 Ross, Hyster and similar Straddle Carrier  
 Small Rubber Tired Tractor (when used in Teamster Jurisdiction)

**GROUP 3**

WAGE RATE	Effective	6/16/10	7/1/11	7/1/12
		<b>\$27.73</b>	*	*

**CLASSIFICATIONS**

Dump Trucks 8 yds and Including 24 yds.  
 Transit Mixers Over 10 yds.  
 Water Trucks 7000 gals and over  
 Jetting Trucks 7000 gals and over  
 Vacuum Trucks Under 7500 gals.  
 Trucks Towing Tilt Bed or Flat Bed Pull Trailers  
 Heavy Duty Transport Tiller Man  
 Truck Mounted Self Propelled Street Sweeper with or without  
 Self-Contained Refuse Bin and or Vacuum Unit  
 Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane  
 P.B. or Similar Type Self Loading Truck  
 Tire Repairman  
 Dry Distribution Truck (A Bootman, when employed on such equipment, shall receive the rate  
 specified for the classification of Road Oil trucks or Bootman)  
 Ammonia Nitrate Distributor, Driver and Mixer  
 Snow Go and/or Plow  
 Combination Bootman/Road Oiler

**GROUP 4**

WAGE RATE	Effective	6/16/10	7/1/11	7/1/12
		<b>\$28.08</b>	*	*

**CLASSIFICATIONS**

Dump Truck 25 yds and under 65 yds  
 Water Pulls - DW10s, 20s, 21s and other similar equipment when pulling Aqua/pak or Water Tank Trailers  
 Helicopter Pilots (when transporting men and materials)  
 DW 10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type Equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers  
 Lowbed Heavy Duty Transport (7 axles and under)  
 Truck Repairman  
 Vacuum Trucks 7500 gals and over

**GROUP 5**

WAGE RATE	Effective	6/16/10	7/1/11	7/1/12
		<b>\$28.43</b>	*	*

**CLASSIFICATIONS**

Dump Trucks 65 yds and over  
 Holland Hauler  
 Lowbed Heavy Duty Transport (over 7 axles)

**GROUP 6**

WAGE RATE	Effective	6/16/10	7/1/11	7/1/12
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(USE DUMP TRUCK YARDAGE RATE)

**CLASSIFICATIONS**

Bulk Cement Spreader  
 Dumpcrete Truck  
 Skid Truck (Debris Box)  
 Dry Pre-Batch Concrete Mix Trucks  
 Dumpster or Similar Type  
 Slurry Truck  
 Articulated Dump Truck  
 Zim Mixer (Mobile Volumetric Mixer)

**GROUP 7**

WAGE RATE      Effective      6/16/10      7/1/11      7/1/13

(USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED)

**CLASSIFICATIONS**

- Heater Planer
- Asphalt Burner
- Scarifier Burner
- Fire Guard (When a full time employee of the Employer is assigned to the work)
- Industrial Lift Truck (mechanical tailgate)
- Utility and Clean-Up Truck
- Composite Crewmen

**GROUP 8**

A.     Trainee Wage Rates

Effective with the date of this agreement, the straight time hourly wage rates for trainee shall be the percentage of the journeyman wage scale for the equipment operated as set forth in the following training rate schedule:

Step 1 (first 1000 hours)	65% of journeyman level wages
Step 2 (second 1000 hours)	75% of journeyman level wages
Step 3 (third 1000 hours)	85% of journeyman level wages

Thereafter 100% of journeyman level wages

B.     Fringe Benefits

For the first through third steps, fringe benefits are at 100% of journeyman level, except for vacation and holiday pay which shall be excluded for trainees.

C.     Trainee Ratios

An individual employer may employ one (1) trainee for every four (4) journeyman level Teamsters actively employed. Individual employers with less than four (4) journeymen Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) Teamster journeyman.

D. Term of Trainee

The term of a "trainee" shall be based on the number of hours worked plus the number of hours of training completed at the N.C.T.A.T. Training Center. Trainees shall notify their employer prior to attendance at the N.C.T.A.T. Training Center. The term shall not be less than the total of 3000 hours of employment and/or training for each trainee.

Individual Employers may opt for a shorter period than the 3000 hours on an individual employee basis.

E. Working Rules

1. Trainees may not be used to displace any journeyman Teamsters with an employer signatory to this agreement.
2. Trainee will be dispatched from the trainee list at a local union without respect to their cumulative hour status; i.e. an employer may not specifically ask for a Step 1 or Step 2 trainee. An employer may however ask for minimum qualifications such as class A commercial drivers license, hazmat certification, hazardous waste training, etc.
3. An employer signatory to this agreement who utilizes trainees will endeavor to provide training and assistance to the trainee including but not limited to time off to attend classes at the N.C.T.A.T. Training Center, company instruction with a qualified journeyman, etc.

F. Termination of Trainee Program

The Union may terminate the "Trainee Classifications" established during the 1997 negotiations upon the thirty (30) days written notification from the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.

**SPECIAL SINGLE SHIFT WAGE RATES**

	Effective	6/16/10	7/1/11	7/1/12
GROUP 1		\$29.13	*	*
GROUP 2		\$29.43	*	*
GROUP 3		\$29.73	*	*
GROUP 4		\$30.08	*	*
GROUP 5		\$30.43	*	*
GROUP 6		(USE DUMP TRUCK YARDAGE RATE)		
GROUP 7		(USE APPROPRIATE RATE FOR THE POWER UNIT OR THE EQUIPMENT UTILIZED)		

GROUP 8

(USE APPROPRIATE PERCENTAGE OF JOURNEY  
LEVEL WAGE RATE)

**Working Foreman** - \$1.00 per hour above highest Teamster classification supervised

**Foreman** - \$2.00 per hour above highest Teamster classification supervised

**\*FUTURE RATE INCREASES**

7/1/11 \$1.30 to be allocated\*

7/1/12 \$1.40 to be allocated\*

\*To be allocated by the Union to fringe benefits and become effective forty-five (45) days after receipt of written notice by the Employer, but in no event earlier than July 1, 2010, July 1, 2011 and July 1, 2012. Fringe benefit increases shall be on July 1 of each respective year.

**\*\*NOTE: RSP increases go into effect June 1<sup>st</sup> and are based upon June hours. Your June fringe benefit report should reflect the new RSP rate. All other fringe benefit increases are effective July 1<sup>st</sup> and reported on the July report form.**

**4(B) COMPOSITE CREW**

A composite crew with other trades will be utilized when necessary to promote economy and efficiency on some jobsites. A composite crew consists of more than one individual and more than one craft. A composite crew is a construction crew which would consist of various union workers (Laborers, Teamsters, Operators, etc.) each having been dispatched to assigned work and or equipment. All would work together to accomplish any required work task without regard to traditional work assignments.

Alleged violations of this provision shall be referred to the composite crew committee comprised of the co-chairmen (or their designees) of the negotiating committee prior to being processed through the grievance procedure.

**4(C) TUNNEL WORKS**

**TUNNEL PROVISIONS:** Notwithstanding the other provisions of Section 5(D) Employees working underground in tunnels shall work seven (7) hours and shall receive the regular straight time rate for eight (8) hours when working on two (2) or three (3) shift jobs.

All Employees working underground shall receive (\$.15) per hour above the classification in which they are working. This shall be in addition to the hourly rate provided in Section 4 (A). Teamster Employees working underground shall have dry-hour rights on any tunnel project provided a dry-house is on the project.

#### **4(D) STATUS OF FOREMEN**

The Employer shall have the right to determine in his sole discretion the need for and the number of foremen or working foremen. Provided however:

- (1) An Employer shall designate one (1) Teamster as a working foreman when the Employer employs on his payroll on the jobsite seven (7) or more Teamsters operating equipment under the jurisdiction of the Teamsters on any combination of concurrent shifts, but excluding pickups, shop trucks and fuel and/or grease trucks.
- (2) An Employer shall designate one (1) Teamster as a foreman when the Employer employs on his payroll on the job site ten (10) or more Teamsters operating equipment under the jurisdiction of the Teamsters on any combination of concurrent shifts, but excluding pickups, shop trucks and fuel and/or grease trucks. When a foreman is employed, Subsection 1 of this Section 4(D) shall not apply.

Individuals employed under this Agreement shall directly supervise the Employees under their control.

It is mutually understood between the Association and the Heavy, Highway, Building and Construction Teamsters Committee for Northern California that Employees performing work covered by this Agreement assigned to a stationary construction yard who perform additional duties as Crew Foreman or Foremen are exempt from the provisions of Supplement 3 of this Agreement only when performing those additional duties as Crew Foreman. He shall not lose seniority when performing those additional duties as Crew Foreman.

#### **4(E) PAYMENT OF WAGES AND FRINGE BENEFITS**

- (1) Each Employee shall be paid his wages in full each week unless other arrangements are made with the Union in the locality. Employees who quit or are discharged shall be paid in accordance with the laws of the State of California.
- (2) Notwithstanding anything contained in any other provisions of the Agreement, it is agreed that if an Employer is delinquent at the end of a period in making contributions into the Teamsters Benefit Trust Health & Welfare Trust Fund for Northern California, the Western Conference of Teamsters Pension Trust Fund, or into any other Trust Funds established pursuant to this Agreement, or in making vacation allowance payments, the Committee or the Union in whose area the Employer is operating, or the Trustees of the respective Trust Fund, after having given seventy-two (72) hours notice to the Employer of such delinquency, shall have the right to take such action, including economic action, as is deemed necessary until such delinquent payments are made.

#### **4(F) TAHOE BASIN AGREEMENT**

Employees performing work within the Tahoe Basin and being domiciled in or dispatched out of the Local #533 employment office shall be paid in accordance with the terms and conditions provided in the International Brotherhood of Teamsters #533 and Nevada Chapter AGC Agreement.

**4(G) PUBLIC WORKS WAGE FREEZE:**

On Public Work Projects where statutes exists providing for pre-determined wage and fringe benefit increases, such wage and fringe benefit rates contained in the bid specifications shall remain in effect for the duration of the project, unless the funding agency provides for escalation of those pre-determined wage and fringe benefits, in which case those increases shall be applied to the respective wages and fringe benefits contained herein. (See additional Side Letter)

**4(H) ADDITIONAL WORK OR CLASSIFICATIONS**

This Agreement contemplates that new types of equipment will be developed to which present classifications and rates contained in Section 4(A) are not clearly applicable. When such new equipment falls within the established jurisdiction of the Union the work on such new equipment shall be assigned to the Union in accordance with Section 1B of this Agreement.

When such new equipment is developed, the Committee and Association will promptly negotiate an appropriate rate for its operation. The Collective Bargaining Representative of Employer and the Union will each establish a standing committee to conduct such negotiations. Such committees will meet within three (3) days after written request from either party accompanied by photograph and pertinent catalog data on the equipment or other data, and agree to a rate and classification within five (5) days from the date of notice unless the parties mutually agree to extend the time, which rate and classification and working rule shall be added to and become part of Section 4(A) of this Agreement, as of the date of the written request. While such negotiations are under way the equipment will be operated at a temporary classification and rate. The permanent rate, classifications and working rule, when established, will be paid retroactively to the date of the initial productive operation of the equipment on the job. The terminal point of any dispute involving additional work classification shall be handled by arbitration in accordance with Section 10(A).

**4(I) HEALTH & WELFARE BENEFITS**

**(1) Amount of Contribution**

Each Employer covered by this Agreement shall contribute the sum of \$9.39 effective 7/1/10 for each hour for which an Employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Teamsters

Benefit Trust Health and Welfare Trust Fund for Northern California for the purpose of providing hospital, medical, surgical, dental care, visual care, prescription drug and such other welfare benefits as the Board of Trustees of the Fund deem advisable for active Employees, and such welfare benefits as the Board deems feasible for retired Employees. The Board shall determine in its sole discretion the nature, extent and cost of such benefits and shall also work out the application of \$.03 of such contribution to Employee Claim Administration in accordance with all applicable legal requirements.

(2) **Acceptance of Trustees**

Each Employer covered by this Agreement accepts the terms and provisions of the Agreement and Declaration of Trust establishing the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California, as amended, dated as of May 4, 1953, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust, and all additional and successor Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, are and shall be his representative insofar as the Trust Fund is concerned. The Employer consents to be bound by the acts and determinations of the Trustees, including without limitation, the establishment, maintenance, modification and termination of the Welfare Benefit plans to which reference is made in this Section, the amount and type of benefit which may be provided thereunder, the crediting of service for the purpose of determining the benefits of Individual Employees, and the method of funding and paying the benefits.

The Union and the Employer agree that this plan is and has been a defined contribution plan.

The Employer and the Union agree that any Health & Welfare coverage provided for in this Agreement may be changed to some other coverage (i.e. State or Federal mandated plan, or other Health & Welfare Trust Plan, etc.) at any time by agreement between the parties.

(3) **Teamsters Benefit Trust Retirement Security Plan (RSP)**

Effective July 1, 2010, based upon June hours, each Employer covered by this Agreement shall contribute \$2.05 per hour for each hour for which an employee is compensated, including overtime hours, into the Teamsters Benefit Trust Retirement Security Plan (RSP).

**4(J) PENSION**

(1) Amount of Contribution



Each Employer covered by this Agreement shall contribute the amount hereinafter set forth for each hour for which an Employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Western Conference of Teamsters Pension Trust Fund: \$5.20 per hour effective July 1, 2010. (This includes Pension Base Rate and PEER contribution as defined below). Such contributions shall be made for the same periods and at the same time as contributions are made into the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California pursuant to Section 4(I) of this Agreement.

The contribution shall be paid in the same basis as contributions for the basic Plan provided for in Section 4(J). The total contribution to the WCTPTF shall be \$5.20 per hour (\$4.46+\$0.74=\$5.20). The contributions required to provide the Program for Enhanced Early Retirements (PEER/80) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

(2) Acceptance of Trustees

Each Employer covered by this Agreement accepts the terms and provisions of the Agreement and Declaration of Trust establishing the Western Conference of Teamsters Pension Trust Fund for Northern California, dated as of April 26, 1955, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust and all additional and successor Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, are and shall be his representatives insofar as the Pension Trust Fund is concerned. The Employer consents to be bound by the acts and determinations of the Trustees, including, without limitation, the establishment, maintenance, modification and termination of a Pension Plan, the amount and type of benefits which may be provided thereunder, the crediting of service for the purpose of determining the benefits of Individual Employees, and the method of funding and paying the benefits.

The Union and the Employer agree that this plan is and has been a defined contribution plan.

During the term of this Agreement, the parties agree that because the Trustees of the Fund will rely on execution of this Agreement to restore or not to reduce benefits to Retiring Employees, this Section 4(J), Pension, may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

#### **4(K) VACATIONS AND HOLIDAYS**

**(1) Amount of Contribution**

Each Employer covered by this Agreement shall contribute the amounts hereinafter set forth for each hour for which an Employee is required to be compensated, including overtime hours, each full hour's pay due Employees as shift differential, and as pay for half and full days by each Employee covered by this Agreement as an allowance to such Employee for a vacation from work:

\$2.00 per hour effective July 1, 2010.

- (2) The amount of the vacation allowance accrued during each payroll period shall be paid to the Employees at the same time as hourly wages are paid to them.
- (3) The parties agree that the Vacation Plan payments provided in this Section are in lieu of the Employee actually taking vacation.
- (4) The Vacation Plan payments provided in this Section shall not be considered part of the hourly wage rates for the purpose of computing overtime either under the Fair Labor Standards Act, the Walsh Healey Act, or any other law.
- (5) A Vacation Plan payment is due for each straight time and overtime hour worked and in no case shall the Vacation Plan payment be made on the basis of a penalty rate of time-and-one-half or double time.

#### **4(L) SUPPLEMENTAL DUES**

Effective July 1, 2010, forty cents (\$.40) per hour on all hours compensated will be paid for Supplemental Dues. Upon authorization as required by law, said sum of forty cents (\$.40) per hour for each hour worked or compensated shall be deducted from the employee's weekly paycheck as Supplemental Dues. In implementing the foregoing, the Union will designate a specific Trust Fund Administrator as agent for the purpose of receiving, holding and distributing such Supplemental Dues. All deductions made pursuant to this section shall be noted on the employee's statement of earnings.

The Supplemental Dues deduction referred to above shall be transmitted to a Trust Fund Administrator approved by the Union concurrently with but not as part of the employer's monthly Health and Welfare contributions provided in Section 4 of this Agreement. Any delinquency in payments of this Supplemental Dues shall be subject to the same liquidated damage, interest, and other delinquency provisions applicable to contributions to the Health and Welfare Fund as provided in Section 4 of this Agreement.

The Union shall be responsible for furnishing to the Employer the written authorization referred to herein. All costs incidental to receipt, administration and remittance of the Supplemental Dues shall be borne solely and entirely by the union signatory hereto. In the event an employee does not execute a voluntary authorization form for deduction of Supplemental Dues, then it shall be the responsibility of such employee to make Supplemental Dues payments directly to the Union. The Employer will be provided facsimile copies of any such written authorization or subsequent revocation thereof.

General Teamster Locals signatory hereto shall use proceeds from the Supplemental Dues for the benefit of the members working in construction industries which are covered by the IBT Building Materials and Construction Trade Division. Such general locals shall establish and maintain a separate accounting of such funds received.

#### **4(M) NOR-CAL TEAMSTERS APPRENTICE TRAINING AND EDUCATION TRUST FUND**

##### **(1) Amount of Contribution**

Each Employer covered by this Agreement shall contribute, for all covered Employees, that amount listed in Section 4 Wage and Fringe Benefits, for each hour for which an Employee is required to be compensated, including overtime hours, full-day and call-out guarantees, into the Northern California Teamsters Apprentice Training and Education Trust Fund for the purpose of providing training and education benefits for pre-apprentices, apprentices and journeyman as the Board of Trustees of the Fund deem advisable for active and prospective Employees. The Board shall determine in its sole discretion the nature and extent of such training and education.

##### **(2) Acceptance of Trustees**

Each Employer covered by this Agreement accepts the terms and provisions of the Agreement and Declaration of Trust establishing the Northern California Teamsters Apprentice Training and Education Trust Fund, and agrees that the Employer Trustees named in the Agreement and Declaration of Trust, and all additional and successor Employer Trustees appointed pursuant to the terms of the Agreement and Declaration of Trust, are and shall be his representative insofar as the Trust Fund is concerned. The Employer consents to be bound by the acts and determination of the Trustees, including without limitation, the establishment, maintenance, modification and termination of the Training and Education plans to which reference is made in this Section, the amount and type of Training and Education which may be provided thereunder, the crediting of service for the purpose of determining the Training and Education of Individual and Prospective Employees, and the method of funding and providing the Training and Education.

#### **4 (N) Contract Administration Fund**

A trust fund entitled the "The Contract Administration Trust Fund I" shall be created to provide for the costs of the Employer administrating the provisions of this Section 4 (P). The contribution into a contract administration trust fund shall not exceed eight cents (\$0.08) per hour for each hour paid or worked. The trust fund shall be administered solely by the 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 Teamsters Trust Fund Corporation to the individual employers. The Union shall have the right, not more than one time per year, to independently audit the Trust Fund. (NOTE: EUCA Members pay into the EUCA Industry Promotion Fund in lieu of Contract Administration – see 4 O below.)

#### **4 (O) \* Industry Promotion Fund**

Each Individual EUCA Employer covered by this agreement shall pay into the Engineering & Utility Contractors Association Industry Promotion Fund according to the following schedule: effective July 1, 1993 – 10 cents (\$.10) per hour. This fund shall be paid in place of the Contract Administration Fund of eight cents (\$.08) per hour.

The costs of establishing and maintaining the Engineering & Utility Contractors Association Industry Promotion Fund shall be borne out of contributions to said fund.

No portion of the Funds may be used for lobbying or promoting legislation harmful to the Union, subsidizing Individual Employers during a strike, or any other action that would be adverse to the interests of the Union.

#### **4 (P) SUBSISTENCE**

(Subsistence Map Boundaries - See Supplement No. 1)

- (1) The Employer shall pay to Employees covered by this Agreement the amounts shown below for each day worked in addition to the regular and overtime wages, for subsistence:

Area 1 - Free Zone. No subsistence to be paid for any work within this area.  
Area 2 - Subsistence area. Subsistence shall be paid for work within this area:

EFFECTIVE DATE	AMOUNT
June 16, 2010	\$20.00

If all compensable time is spent by an Employee in Area 1, he shall not be paid subsistence.

Employees employed in a yard, shop or plant set up in Area 1 to service a job or project any part of which is in Area 2, shall be paid subsistence if 51% or more of the hours worked or paid for by Employees covered by this Agreement on the job or project are in Area 2. Employees employed in a yard, shop or plant set up in Area 1 (a free zone) to service a job or project any part of which is in Area 2 (subsistence zone), on which job or project less than 51% of the hours worked by Employees covered by this Agreement are in Area 2 (subsistence zone), shall not be paid subsistence unless such Employee works two or more hours, straight or overtime in any shift on such job or project in Area 2, in which case he shall be paid subsistence for the entire day.

The man hours worked or paid for in Area 1 in the shop, yard or plant, shall not be used in any computation in the two preceding paragraphs.

If an Employee is transported by the Employer from a permanent yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1 all on the same day, on the Employer's time, he shall not receive subsistence.

Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act and shall be paid to such Employee by check weekly and identified separately thereon.

Employees employed in a permanent yard, shop or plant not set up to service a job or project that is within the subsistence area, or employed by an Individual Employer on home building projects (not camps) located within the existing cities and towns within the subsistence area, shall not be paid subsistence.

If the Individual Employer maintains, rents, leases, or otherwise contracts out or arranges for a camp in the subsistence area hereinbefore described, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board shall not be more than the amount allowed for subsistence.

**4(Q) \*D.R.I.V.E. Applicable to AECE Employers**

\*The employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the employer annually for the

employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the local union or to such other organization as the union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

## **SECTION 5 CONDITIONS AND WORK RULES**

### **5(A) WORKWEEK**

Five (5) consecutive days of eight (8) consecutive hours, exclusive of a meal period, Monday through Friday inclusive, shall constitute a week's work.

**4 X 10 WORKWEEK** An Individual Employer may establish a workweek 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 Fridays, Saturdays, Sundays and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall work nine and one-half (9-1/2) consecutive hours, (exclusive of meal period), shall constitute a shift of work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 workweek, except as may be changed by mutual agreement.

### **5(B) WORKDAY**

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 work week in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. If all Crafts on the project are employed on the basis of four-ten (4 x 10) hour days, the Teamsters shall work on the same basis.

### **5(C) MAKE-UP DAY**

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such a day on Saturdays and shall be paid at the applicable straight time rate.

In the event that work cannot be performed Monday through Thursday (4 x 10 hour workweek) 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 lost work day(s) on Friday and/or Saturday, and shall be paid at the applicable straight time rate.

**5(D) STARTING TIMES AND SHIFTS**

- (1) When more than one shift is employed, such shifts shall run consecutively. The regularly established starting time for the second (2nd) shift on a two-shift operation shall not be later than three (3) hours after the end of work, either straight time or regularly scheduled overtime, of the first shift. If three (3) shifts are used, the regular starting time for the second (2nd) and third shift shall commence not later than one (1) hour after the regularly scheduled end of the previous shift.

The regular starting time for the second and third shifts shall be posted at the job site and cannot be changed during the course of the work week.

The above provisions may be modified by mutual agreement between the Union and the Employer.

- (2) a. The starting time for a single shift shall be either 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m., or 9:00 a.m.

The starting time for a double a shift shall be either 6:00 a.m., 7:00 a.m., or 8:00 a.m.

The starting time for a triple shift shall be 8:00 a.m.

The straight time starting time for Employees on each shift shall be the same for all Employees employed on that shift.

Other starting times may be established with the consent of the Union. Once established, the starting time may only be changed at the end of the work week.

- b. When a public agency requires that construction operations be rescheduled or curtailed due to traffic conditions, weather conditions, or fire hazards in a locality, special earlier or later starting time may be established by mutual agreement between the Individual Employer and the Local Union.
- c. Notwithstanding the other provisions of Section 5(D), the starting times for Individual Employees dispatched from stationary construction yards may be scheduled from day to day at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m. and 9:00 a.m.

Other starting times may be established with the consent of the Union.

Employees dispatched from stationary construction yards will be informed of their starting time for the following day no later than the end of their shift, except in cases of emergency.

- (3) During the winter months (December through February) between the hours of 5:00 a.m. and 5:00 p.m. the employees may be called out for a work assignment and shall be compensated for a minimum of four (4) hours at the appropriate rate of pay.

When employees are called out for a work assignment between the hours of 5:00 p.m. and 5:00 a.m., the employee shall be compensated for a minimum of four (4) hours at the appropriate overtime rate of pay.

The above provisions shall not conflict with section 5 (E) special single shift.

- (4) Whenever an Employer employs three (3) shifts for five (5) or more consecutive days, the first shift of the day and of the work week shall start at 8:00 a.m. Monday and the work week shall end with the closing of the third or graveyard shift at 8:00 a.m. Saturday. Provided the three (3) shift operation started as indicated herein, all work performed between the hours of 8:00 a.m. Saturday and 8:00 a.m. Monday shall be compensated for at the applicable overtime rates. However, if the three (3) shift operation did not commence as required herein, the overtime rate shall be applicable to all work performed after Friday midnight.

Where either two (2) or three (3) shifts are worked, the first shift shall work eight (8) hours and shall receive the regular straight time rate for eight (8) hours, the second (2nd) shift shall work seven and one-half (7-1/2) hours and shall receive the regular straight time rate for eight (8) hours, and the third (3rd) shift shall work seven (7) hours and shall receive the regular straight time rate for eight (8) hours. Once a two (2) or three (3) shift operation has been established, it shall not be terminated other than on a Sunday, except upon completion of the job.

On a two (2) and/or three (3) shift job, in addition to the two (2) and/or three (3) shifts, a single day shift may be established providing it is for five (5) or more consecutive days and is under separate supervision. The regular starting time of such single day shift shall be between 5:00 a.m. and 9:00 a.m.; 5:00 a.m., 5:30 a.m. 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m., or 9:00 a.m.

No single shift Employee shall be integrated with or relieve either a double or triple shift Employee and no double or triple shift Employee shall be integrated with or shall relieve a single shift Employee. The regular day's work for Employees on said shift shall be eight (8) hours.



**5(E) SPECIAL SINGLE SHIFT**

When the Individual 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 during the pre-job conference or by fax, e-mail or certified mail at least three (3) days prior to the start of such special shift (except in the case of emergency), the Individual 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 Section 5 (H).

Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working 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) times to be paid from 8:00 p.m. Saturday up to and including 8:00 p.m. Sunday until the completion of the eight (8) hour special single shift. If Sunday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1 ½). If Saturday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Saturday and 8:00 p.m. Sunday shall be paid at double time.

The straight time rate for such special shift shall be \$2.00 per hour above the appropriate straight time wage rate otherwise specified in this Agreement.

**5(F) OVERTIME**

All work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week, shall be compensated for at one and one-half (1-1/2) times the Employee's straight time rate.

All work performed by an Employee before or after the regularly established starting and quitting time for his shift shall be compensated for at one and one-half (1-1/2) times the regular straight time rate. Such compensation shall be in addition to compensation required by Section 5(H).

The overtime rate shall be time and one-half (1-1/2) an Employee's regular straight time rate except on Sunday and Holidays when it shall be double an Employee's regular straight time.

The appropriate overtime rate shall be paid for all work performed on Saturdays, Sundays and holidays. All overtime shall be reckoned by the hour and the half hour.

**5(G) HOLIDAYS**

Recognized holidays shall be New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day.

**5(H) SHOW UP TIME**

An Employee, regular or extra, if put to work during his regular shift shall be paid no less than four (4) hours pay, if working beyond four (4) hours shall be paid no less than six (6) hours pay, and if working beyond six (6) hours shall be paid no less than eight (8) hours pay.

This provision shall apply to work on Saturdays, Sundays, and Holidays, as well as to work on regular work days.

An Employee shall be notified at the end of his shift if he is not required to work the following day. In the event an Employee is not so notified and reports for work, but is not given any work he shall be paid for two (2) hours for such loss of time. In the event of inclement weather or breakdown of equipment, the Employer, unless a lesser period is agreed to by the Union, may give said notice by a mutually agreed upon method not less than two (2) hours prior to an Employee's regular starting time.

Payment shall be made at the appropriate straight or overtime rate applicable to the Employee at the time in question. An Employee shall keep his Employer informed at all times of his correct address and telephone number.

Any Employee who is laid off or discharged and is required to return for his paycheck shall receive two (2) hours pay in addition to the wages otherwise due him.

**5(I) LUNCH PERIOD**

An Employee shall be granted a lunch period of one-half (1/2) hour or one (1) hour during the period starting one-half (1/2) hour before the mid-point of the shift and ending one-half (1/2) hour after the mid-point of the shift.

Whenever an Employee is not granted a lunch period within the time prescribed above, he shall be paid one-half (1/2) hour or one (1) hour at the overtime rate of pay for the lunch period. Such penalty shall be separate and distinct from any overtime payment. If the lunch period is one (1) hour, the penalty to be applied is one (1) hour. It is agreed that the Employee is to be given a lunch period.

The length of the lunch period is to be posted and can only be changed by mutual agreement.

## **5(J) WORKING RULES**

- (1) If an Employee is changed from one piece of equipment to another piece of equipment, the piece of equipment which the Employee leaves may not be operated, loaded or unloaded unless the Employee is replaced by another Employee covered by this Agreement.

If an Employee works on more than one classification during any work day or shift, he shall receive for the full day or shift, the rate of the highest classification on which he has been so employed, subject to the provisions of Section 5(H).

- (2) Oilskins, jackets and trousers, rubber boots and gloves shall be furnished by the contractor to bootmen working on road oilers.
- (3) Repairmen shall not be required to furnish hand tools over 3/4" drive nor special and power tools required on the job.

(a) Tools – The Individual Employer shall provide on each jobsite a secure place where his Repairmen may keep his tools. If all or any part of a Repairmen's kit of working tools is lost by reason of the failure of the Individual Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry while in the secure place designated by the Individual Employer, the Individual Employer shall reimburse such Repairmen for any such loss from a minimum of one hundred dollars (\$100.00) to a maximum of five thousand dollars (\$5,000.00). In order to obtain the benefits of this paragraph, a Repairmen must provide the Individual Employer with an inventory of his tools at the time he commences work and additional inventory whenever the Repairmen acquires additional tools.

(b) Repairmen shall furnish their own hand tools, but special tools shall be furnished by the Individual Employer as needed, such as: pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, gauges, torches and tips, torque wrenches, twenty-four-inch (24") pipe wrenches or socket wrenches, and sockets requiring over three-quarter-inch (3/4") drive, box-end wrenches over 1" and open-end wrenches over 1". Repairmen shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five (5) minutes or more than fifteen (15) minutes.

- (4) (a) Whenever any equipment listed in Section 4(A) which has been operated on the job by an Employee under this Agreement is moved under its own power from one construction job to another, from a construction yard to jobsite, from jobsite to construction yard, or from one yard to another yard, it shall be moved pursuant to the provisions of the Working Rule by Employees working under this Agreement.

- (b) Provided that the Employee driving said equipment performs no production work immediately before or after moving said equipment, he shall be paid the applicable straight time hourly rate for all hours spent driving the equipment to his destination or returning from his destination to his point of origin.
  - (c) The driver shall be provided with return transportation to his point of origin.
  - (d) The driver shall be paid for reasonable lodging and meal expenses incurred on such trip in lieu of the travel and subsistence provided elsewhere in this Agreement.
  - (e) The provisions of Section 5 (H) shall be applicable to each calendar day the Employee spends moving the equipment, laying over and returning to his point of origin.
  - (f) Except for Paragraph (d), the provisions of this Work Rule are not applicable to any Employee when operating an Employer's transport equipment in the moving of any equipment listed in Section 4(A) of this Agreement.
- (5) (a) When the Employer requires that equipment be operated or that work be performed before the shift starts or after it ends, or on Saturdays, Sundays, or Holidays, such work will first be offered to the Employee who has been operating the equipment or performing the work on a regular straight time shift during the work week.

In the event an Employee is ordered to report to work under the provisions of this Work Rule, and after such Employee does report, his piece of equipment is not available due to a prior or subsequent mechanical breakdown, the Employee may utilize any other piece of equipment which is available on the job without such utilization being a violation of the provisions of this Work Rule.

- (b) If the Individual Employer has used his own equipment to perform the work on the straight time shift during the regular work week, it shall be used to perform the overtime work required on the same job before outside equipment is hired to perform the same work.
- (6) Except by mutual agreement between the Employer and the affected Union, no Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.
- (7) The Employer shall furnish suitable shelter to protect drivers from falling material. The Employer shall also furnish suitable drinking water and toilets.

- (8) No Employee covered by this Agreement shall be required as a condition of employment to furnish transportation within the jobsite, or between jobsites, or from yard to jobsite, for the hauling of Employees, tools or equipment.
- (9) When the Employer transports Employees from yard to jobsite or within the jobsite, he shall provide safe and suitable transportation.
- (10) When necessary for the safe performance of work, safety goggles shall be supplied by the Employer.
- (11) Individual drivers may repair or help repair equipment operated by them at the "going" rate usually paid them.
- (12) Whenever conditions warrant, the Employer shall install reversible fans on all earthmoving equipment.
- (13) Employer to grant time off with pay when Employee is required to renew Motor Vehicle Driver's License.
- (14) An Employee employed to drive equipment over public roads shall maintain a current valid driver's license of the proper classification.
- (15) Should an individual Teamsters' professional or personal driving record be such that an Individual Employer receives a surcharge on his automotive liability insurance premium, that individual Teamster may be assessed the surcharge, in order to ensure coverage under the Individual Employer's policy. The individual Teamster shall authorize a payroll deduction, in writing, in order to effect payment or be subject to layoff until such time as full payment of the assessed surcharge has been accomplished. The amount assessed by the Employer and the terms of payment shall be subject to the grievance procedure.

## **SECTION 6 SUBCONTRACTING**

- A. A subcontractor is defined as any person, firm or corporation who agrees with the Association, or with an Employer, or with a subcontractor of an Employer, to perform any part or portion of the construction work covered by this Agreement or by the Prime Contract, including the operation of equipment, performance of labor, installation of materials, and delivery, loading and unloading of materials, other than a supplier who is not performing covered work on the jobsite. A person, firm or other business entity who performs the function of a broker in supplying owner-operators to the Employer is not a subcontractor within the meaning of this provision, unless he otherwise satisfied the above stated

requirements. Owner-operators obtained from brokers or others are subcontractors under this provision unless they have an Employer-Employee relationship with the Employer.

- B. With respect to work performed within the geographical area covered by this Agreement at the site of construction, alteration, painting or repair of a building, structure, road or other work, the following shall apply:

An Employer to whom this provision is applicable shall subcontract work covered by this provision only to a person or firm who will agree, with respect to Employees hired by him to perform work covered by this Agreement, to comply with all the terms and conditions of this Agreement. The subcontractor shall be considered an Employer on the project where the work is performed irrespective of whether such person or firm is signatory to this Agreement. Owner-operators performing work covered by this Paragraph (B) , however, shall be treated in accordance with the conditions contained in Section 7 Owner-Operator. This Paragraph (B) shall be applicable to all subcontractors, whether or not owner-operators, with respect to Employees hired by them.

- C. The Employer further agrees that when subcontracting work covered by this Agreement which is to be performed within the geographical area covered by this Agreement, but which is not to be performed at the site of the construction, alteration, painting or repair of a building, structure, road or other work, the Employer will encourage and give fair consideration to bids from Union employers and will not exclude Union employers from bidding any such work.

Due to the changing nature of "off site hauling" the parties will continually monitor the effectiveness of this provision through Section 10(E) Partnering, of this Agreement.

- D. 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 into such subcontract and shall specify the name and address of the subcontractor. Any Employer who gives such notice and requires the subcontractor to agree to comply with and observe the provisions of Subsection B hereof with respect to jobsite work shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringes, benefits or contributions, provided herein except as provided hereinafter.

In the event a Local Union questions compliance by a subcontractor with the provisions of this Section, the Union shall so notify the Employer in writing and the Employer shall furnish to the Union within fifteen (15) days a written, itemized record of all pertinent information. Additionally, where itemized payroll records are required for submission to public contracting agencies on behalf of subcontractors, the Employer shall furnish copies of such submission to the Union upon written request.

If thereafter any subcontractor shall become delinquent in the payment or meeting of the obligations set forth above, the Union shall promptly give written notice thereof to the

Employer and subcontractor specifying the nature and amount of such delinquency by such subcontractor. More than one such notice may be given with respect to delinquencies. If such notice is given, the Employer shall withhold the amount claimed to be delinquent out of any sums due and owing by the Employer to the subcontractor and shall pay and satisfy therefrom the amount of such delinquency by such subcontractor as follows:

If such subcontractor does not dispute the existence of amount of such delinquency, the Employer shall forthwith pay the amount of such delinquencies to the person or fund entitled thereto. Any such dispute as to the existence or amount of such delinquency shall be settled by the Union and subcontractor as provided in Section 10(A) hereof and the Employer shall pay to the person or funds entitled thereto the amount of such delinquency as so determined and costs incurred.

The Employer shall not be liable for any such delinquency occurring more than sixty (60) days prior to the receipt of such written notice from the Union.

- E. In the event that this provision shall be determined to be illegal or void by any tribunal in a final and binding adjudication, or in the event an injunction shall be issued by any tribunal against the enforcement of this provision in whole or in part, either party shall have the right to reopen negotiations for the purpose of reaching agreement upon a substitute provision. If agreement is not reached within sixty (60) days after the reopening, the parties shall have the right to engage in lawful economic action in support of their respective positions.

## **SECTION 7 OWNER-OPERATOR**

- A. Whenever owner-operator is used in this Section it means owner-driver only and nothing in the Section shall apply to any person or equipment except where the owner of this equipment drives the equipment in the performance of work covered by this Agreement for an Employer. Owner-operators obtained from persons who have no responsibility for the performance of work other than providing the service of owner-operators, or from any other source other than subcontractors as defined in Section 6, shall be included in this Section if otherwise covered by the language in this Section.
- B. Legal or equitable title to the power equipment and all licenses and permits required by any governmental agency must be in the name of the actual owner-driver.
- C. The Employer expressly reserves the right to control the manner, time, means and details of and by which the owner-operator performs his services, as well as the ends to be accomplished, and shall be the sole judge of the capability of the owner-operator's equipment to perform the work required to be performed and may if the Employer determines that the owner-operator's equipment is not capable of performing the work required to be performed, terminate such owner-operator's services; provided, however, that the owner-operator may file and process a grievance under Section 10(A) hereof on the grounds that the Employer's

determination that the owner-operator's equipment is inadequate was a pretext for terminating the owner-operator's services. Failure to work the day or one-half (1/2) day out, as directed, shall terminate the owner-operator's employment and he shall be paid only for actual time worked prior to such failure. The Employer shall not pay for time spent by the owner-operator in repairing, servicing or maintaining his equipment after termination of employment, or before or after his shift or half-shift, as the case may be.

- D. (1) The owner-operator shall be carried on the payroll of the Employer as an Employee, subject to the provisions of Subsection 0 below, and as such, all the terms and conditions of this Master Agreement and any amendment or amendments thereto shall be applicable to him except as provided elsewhere in this Section and except that in the event that it is determined that the services of an owner-operator were terminated without just cause, any payment for time lost shall be limited to the wage and fringe benefit payments provided in this Agreement, and shall not in any event include any payment with respect to the equipment or the loss of use thereof; and except, further, that the owner-operator shall not be subject to the provisions of Section 3 and Supplement No. 3.
- (2) It shall be the obligation of the Employer to notify the employment office in the locality of the work, of the name, Social Security Number and P.U.C. Permit Number of the owner-operator within twenty-four (24) hours after the owner-operator reports for work. Should the Employer fail to provide such notification the Local Union may take economic action twenty-four (24) hours after receipt by the Employer of written notice from the Local Union of such intention.
- (3) Any Employer who fails to place an owner-operator on the payroll as required by paragraph D (1) above may be penalized through the grievance procedure in an amount not to exceed one hundred dollars (\$100) per day for each such violation, such penalty to be paid into the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California. The Union shall have access to the Employer's payroll and other pertinent records for the drivers involved, upon reasonable request.
- E. No provision of other Sections of this Agreement shall be interpreted as requiring payments for the use, maintenance or servicing of the owner-operator's equipment.
- F. Separate checks shall be issued by the Employer for such driver's wages and vacation payment and equipment. The amount of the separate check for such driver's wages shall not reduce the amount actually received for equipment compensation as distinguished from wages, to a level below that provided for in Subsection J of this section.
- G. Compensation for the equipment shall be by check for the full amount due, less any agreed advances. A statement of any charges by the Employer shall be issued at the same time.



- H. The owner-operator shall provide and shall have sole responsibility for gasoline, oil, grease, tires, tubes, repairs, and any other items necessary to operate his equipment. He shall have complete freedom to purchase any such items at any place where efficient service and satisfactory products can be obtained at the most favorable prices.
- I. There shall be no interest or handling charge on earned money advances prior to the regular pay day.
- J. The provisions of this Section have been negotiated and agreed upon by and between the parties for the objects and purposes expressed in Subsection M of this Section. The parties have not undertaken to negotiate for the Employees any profit whatsoever for the leasing and rental of the equipment they drive. On the contrary, compensation for the equipment shall be set by Agreement between the Employer and the owner-operator at a level which will not circumvent or defeat the payment of wages, fringes and conditions of any Employee covered by this Master Agreement and which will assure compensation to the owner-operator of not less than the actual cost of operation of such equipment.
- K. There shall be no reductions by reason of the signing of this Agreement where the present basis of payment is more favorable to the owner-operator than the basis provided for herein.
- L. It is further understood and agreed that any arrangements which have heretofore been entered into between Employees (owner-operator) either among themselves or with an Employer applicable to owner-operator equipment contrary to the terms hereof shall be dissolved or modified within thirty days after this Section becomes effective so that such arrangements shall conform to this Section. In the event that the parties to such an arrangement cannot agree upon a method of dissolution or modification of such an arrangement to make the same conform to this Section, the question of dissolution or modification shall be submitted to the grievance procedure under Section 10(A) hereof.
- M. It is further mutually understood and agreed that the intent of this Section is to assure the payment of wages, fringes, and conditions as provided in this Master Agreement and to prohibit the making and carrying out of any plan, scheme or device to circumvent or defeat the payment of wages, fringes, and conditions as provided in this Master Agreement.
- N. It is further agreed that the Employer will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this Section of this Master Agreement, nor shall any owner-operator's arrangement with an Employer be terminated for the purpose of depriving any other Employee of employment.

In the event that the Employer has available equipment, the owner-operator may be assigned to operate such equipment on the job during the period of the repair of the owner-operator's equipment not to exceed forty-eight (48) hours and so long as no Employee is laid off to provide work for such equipment, and the employment office in the locality where the work is to be performed, is unable to provide qualified workers.

- O. Owner-Operators shall be placed on the payroll of the Individual Employer and shall receive full fringe benefits from the first hour, provided, however, that any Owner-Operator who is a member in good standing of the Union, (as defined in Section 1 A (3)) or who has tendered full initiation fees and dues, and who is utilized by an Individual Employer or an Employer signatory to a collective bargaining agreement with the Union, may elect not to be placed on the payroll of the Individual Employer from the beginning of work. The Individual Employer shall notify the Union of the option selected. Violation(s) of this Subsection shall subject the Employer to one (1) days pay plus fringes for each violation to qualified persons on the out of work list in the area where the violation(s) occurs. Each of the parties to this Agreement specifically agrees to join in the defense of any action brought by any person or entity claiming that this subsection is unlawful.
- P. In the event a final determination is made in any litigation involving this Section that any provision thereof is illegal or void, or in the event an injunction is issued prohibiting the enforcement of any provision of this Section, the parties shall then promptly enter into lawful negotiations concerning the subject matter of said provisions(s). If agreement is not reached within sixty (60) days after negotiations begin, either party shall have the right to engage in lawful economic action in support of its position.
- Q. This Section 7 shall be applicable only to owner-operators performing work to be done on site (i.e. site of construction, alteration, painting or repair of a building, structure, road or other construction work).

## **SECTION 8 GENERAL CONDITIONS**

### **8(A) GEOGRAPHIC & MARKET CONDITIONS**

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

### **8(B) CONFLICTING CONTRACTS**

Any oral or written agreement between the Association or an Employer on the one hand and an Individual Employee on the other which conflicts or is inconsistent with this Agreement or any supplemental agreements hereto, which disestablishes or tends to disestablish the relationship of Employer and Employee, or which establishes a relationship other than that of Employer and Employee, shall forthwith terminate.

No oral or written agreement which conflicts with or is inconsistent with this Agreement, or any agreements supplemental hereto, shall hereafter be entered into by and between the Association or any Employer on the one hand and any Individual Employee performing work within the jurisdiction of the Union.

**8(C) ELIMINATION OF RESTRICTIONS ON PRODUCTION**

Subject to all state and federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, 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. Employees shall perform their duties in such fashion as to promote efficient operation of the particular duty and of any job as a whole. The Union and the Employer recognize the principle of a fair days pay for a fair days work.

**8(D) EMPLOYER RESPONSIBILITY**

The Employer shall be held responsible for the violation of overweight, overwidth and defective equipment unless the Employee has acted contrary to the instructions of the Employer.

The Employer shall post bail for Employees arrested for one of the aforesaid violations. Any Employee forced to spend time in jail or in court in connection with such a violation shall be compensated at his regular hourly rate for time lost and shall be reimbursed for court costs and transportation costs.

Whenever an Employee is subpoenaed as an Employer witness he shall be reimbursed for all time lost and expenses incurred.

An Employee shall not be deemed to have acted contrary to the instructions of his Employer unless so notified in writing within (10) days after the presentation of the citation to the Employer.

**8(E) BONDS**

No Employee shall be required by his Employer to deposit a cash bond with such Employer or with any other person. In the event that a surety bond is required, the premium therefore shall be paid by the Employer.

**8(F) GARNISHMENTS**

In the event of notice to an Employer of a garnishment or impending garnishment, the Employer may take such disciplinary action as is allowed by applicable federal or state

statutes if the Employee fails to satisfy such garnishment or garnishments. The Employer shall first notify the appropriate Local Union before taking disciplinary action.

**8(G) RECORDS AND ITEMIZED STATEMENTS**

- A. The Employer shall provide suitable means for having the Employee register his reporting, quitting, and working time. In the event of a dispute over time and wage payments, such records will be promptly made accessible to the Business Representative of the Union during working hours.
- B. An Employee's paycheck stub shall contain an itemized statement showing the breakdown of straight time hours, overtime hours, vacation payment, subsistence payments and all authorized deductions.
- C. Upon Request, an Employer shall show an Employee a record of hourly contributions made on the Individual Employee's behalf to the Teamsters Health and Welfare and Pension Plans.

**8(H) GENERAL SAVING CLAUSE**

It is not the intent of the parties hereto to violate any clause, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void 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 parties agree that in the event any provision of this Agreement is held or determined to be illegal or void they will promptly enter into lawful negotiations concerning the subject matter of said provision.

**8(I) CONTINUOUS OPERATION**

This Agreement shall not prevent the Association or Employer engaged in such operations from negotiating or making agreements with the Union in the area with respect to projects in the area which require continuous operations and are covered by this Agreement and any existing agreement of such nature shall not be affected hereby. The term "continuous operations" as used in this Section means a job which runs five (5) or more consecutive days per week, two (2) or more shifts per day, starting not later than 8:00 A.M. Monday.

**SECTION 9  
SAFETY & HEALTH**

- A. The parties shall cooperate in carrying out safety measures and practices for accident prevention.
- B. The Employer shall not require an Employee to operate any vehicle which is not in compliance with the existing State Vehicle Code, Industrial Safety Orders or other applicable statutes or court orders.
- C. Under no circumstances will an Employee be required or assigned to engage in any activity involving a violation of any applicable statute or court order, or in violation of a government regulation relating to safety to person or equipment. An Employee shall immediately or at the end of his shift, report all defects of equipment. Such reports shall be made in sufficient copies to provide the Employee with a copy and one copy shall remain in the cab of the vehicle in a conspicuous place and shall not be removed until such deficiencies are corrected.
- D. No Employee shall be discharged, suspended or otherwise disciplined for a refusal to work on any equipment not in compliance with existing State Vehicle Code, Industrial Safety Orders, or other applicable statutes or court orders. Any Employee may be discharged, suspended, or otherwise disciplined for knowingly failing to perform work in conformance with the Employer's Safety Code or as required by the State or Federal Safety Orders or other applicable statutes.
- E. The employer shall maintain a safe and healthy work place. Employees shall be provided with appropriate personal protective equipment as required by applicable laws, rules, and regulations.

**\* Applicable to AGC and EUCA Employers**

**The Employer will provide compensation to an employee required to undergo HAZMAT Training as follows:**

**\$100 per diem for each day of attendance at training provided by the  
Teamsters Training Program.**

**SECTION 10  
DISPUTE RESOLUTION**

**10(A) GRIEVANCE PROCEDURE**

All disputes arising under this Agreement shall be resolved in accordance with the following procedures:

- (1) An Employee having a dispute shall first attempt to resolve said dispute with his immediate supervisor. If the dispute is not thereby resolved, it shall be referred to the

Union in the locality. The Union shall attempt to settle the dispute with the Employer.

- (2) If the Union and the Employer are unable to resolve the dispute, it shall be referred to the Board of Adjustment.
- (3) The Board of Adjustment shall be composed of two (2) members named by the Committee, two (2) members named by the Association and an Impartial Arbitrator. The two (2) members named by the Committee and the two (2) members named by the Association shall be selected by each party from eight (8) member panels previously designated by each party as provided below. The parties shall agree to procedures for selection of the Impartial Arbitrator; provided, however, such Impartial Arbitrator will be bound by the rules and procedures set forth below.

Each party to the contract shall name its eight (8) member panel within sixty (60) days after the signing of this contract. The failure of either party to so name its members shall act to release the other party of its duties under this section until such time as the members are appointed.

Each party may establish its own rules governing the selection and replacement of its panel members; provided, however, that each party must give prior notification in writing to the other of the appointment of new panel members.

- (4) The Board of Adjustment shall have an Impartial Arbitrator participate in all of its deliberations. However, the parties by mutual agreement may excuse the Impartial Arbitrator from participation in any case and the Board of Adjustment may then render a decision by majority vote. If such Impartial Arbitrator is not present at such determination of a case by the Board, he shall participate thereafter in any deadlocked case or cases and his decision shall be final and binding. Pending a decision by the Impartial Arbitrator, work shall be continued in accordance with the provisions of this Agreement.
- (5) In addition to any rules or procedures which the parties may adopt, the Board of Adjustment shall be governed by the following provisions:
  - (a) No attorneys shall be utilized except if purely legal issues are involved.
  - (b) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties.
  - (c) 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. The Arbitrator shall not render an expanded opinion in any case unless mutually requested by the parties.

- (d) The parties shall select and utilize Impartial Arbitrators who are willing to abide by the procedures set forth herein. An appropriate list of arbitrators shall be selected by the parties. The parties shall establish procedures for selecting an Individual Arbitrator to hear cases.
- (6) It is understood and agreed by and between the parties that the following classes of disputes are not subject to the provisions of this Section and that, except as otherwise provided in this Agreement, each party shall have the right to take such legal and economic action as it may deem proper to resolve said dispute:
- (a) Disputes arising out of a violation of the hiring provisions of Section 3 unless by mutual agreement of the Employer and the Union;
  - (b) Disputes arising out of the failure of an Employer to meet the payroll for Employees covered by this Agreement;
  - (c) Disputes arising because a payroll check issued by an Employer to an Employee is dishonored.
- (7) The failure of the Board of Adjustment to hear a dispute properly before the Board, having been requested to do so by the moving party, or the failure of either party to comply within thirty (30) days with a final decision by the Board of Adjustment or the Arbitrator, as the case may be, shall relieve the other party of the duty to further comply with the provisions of this section. Provided, however, neither a dispute nor final decision under the grievance procedure involving alleged violations of Section 6(B) of this Agreement may be made the subject of economic action.
- (8) 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, provided such decision is specifically limited to the matter submitted and does not amend any provisions of this Agreement.
- (9) The expenses of employing an Impartial Arbitrator including the cost of a court reporter, if required, shall be borne equally by the parties.
- (10) No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless called to the attention of the Employer and the Union or the Local Union, within forty-five (45) days after the alleged violation was committed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.

In discharge and suspension cases the Union must submit the grievance within ten (10) days after receiving the written notice thereof, as provided in Section 3(N).

Discharge and suspension cases shall be placed on the Agenda of the Board of Adjustment which is next scheduled after the submission of the grievance.

- (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.

All disputes filed with the Board of Adjustment must be submitted to said Board of Adjustment on the official disputes form adopted by the Board of Adjustment.

#### **10(B) NO CESSATION OF WORK**

- A. Subject to the exceptions hereinafter set forth neither the Committee nor any Union will authorize a strike, slow down or work stoppage with respect to any dispute arising out of the terms and conditions of this Agreement.
- B. Slow downs, work stoppages, strikes and withdrawal of Employees covered by this Agreement in connection with one of the following classes of dispute shall not be a violation of this Agreement.
- (1) Disputes arising out of the failure to comply with the provisions of Section 3(E) of this Agreement.
  - (2) Disputes arising out of the failure of an Employer to meet his payroll for Employees covered by this Agreement.
  - (3) Disputes arising because a payroll check issued by an Employer to an Employee is dishonored.
  - (4) Disputes arising out of the failure of an Employer to make the contributions required by Section 4(I), Section 4(J), or Section 4(K), provided the Employer shall have been given seventy-two (72) hours notice of his delinquency due to his failure to make contributions.
  - (5) Whenever the Union has been excused from further performance of its obligations under Section 10(A).
  - (6) Disputes arising out of Section 7(D)(3).
- C. Neither the Association nor any Employer will authorize any lockout, slow down or other work stoppage with respect to any dispute arising out of the terms and conditions of this Agreement.

#### **10(C) PICKET LINES**



No Employee covered hereby may be discharged or permanently replaced for refusing to cross a lawful primary picket line sanctioned by Teamsters Joint Council #38 or Teamsters Joint Council #7. The Union shall approve or disapprove the picket or picketing within twenty-four (24) hours of notification by the Individual Employer, during which period of the time, the Employees covered by this Agreement shall continue to work. This provision shall not apply to a jurisdictional picket line. However, an Employee of an Individual Employer who refuses to report to the job or project of an Individual Employer and perform his work for the Individual Employer when directed to do so by the Union under the provisions of Section 2(D) may be discharged by his Individual Employer.

This clause shall not be interpreted to apply to a picket line which has been determined by a court or Federal Agency of competent jurisdiction to be unlawful.

#### **10(D) JURISDICTIONAL DISPUTES**

There shall be no cessation of or interference in the work of an Employer by reason of a jurisdictional dispute between the Union and another union. Such disputes shall be settled directly between the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America and the Union involved.

The Employer shall take cognizance of the General Presidents' Agreements covering craft jurisdictional work assignments when assigning work to Union employees. The parties specifically agree it is not their intent to alter the traditional and historical work assignments and practices of the Individual Employer, as they concern the General Presidents' Agreements or a agreed upon successor agreement by the involved Unions.

If agreed by all basic trades in No. California and all employer associations signatory hereto, all jurisdictional disputes between or among building and construction trades unions and all employers, parties to this agreement, shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department, or the involved Unions. Decisions rendered shall be final, binding and conclusive on the employer and union parties to this agreement with respect to the dispute.

#### **10(E) PARTNERING**

The Union and the Employer recognize the value of Partnering in addressing mutual concerns that arise under the administration of this agreement. Both parties will continue to meet on an ongoing basis to mutually address these concerns as they arise.

**SECTION 11  
SUPPLEMENTS**

- Supplement #1 - Subsistence Boundaries
- Supplement #2 - Cost of Living
- Supplement #3 - Seniority (Pre - 1986 Hires)
- Supplement #4 - Drug & Alcohol Program
- Supplement #5 - Letters of Understanding

**SECTION 12  
EFFECTIVE AND TERMINATION DATES**

Except as otherwise provided herein, this Agreement shall be effective as of June 16, 2010, and remain in effect until June 30, 2013, and shall be renewed from year to year thereafter unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change at least sixty (60) days prior to the date of the expiration of this Agreement. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided in this Agreement. The wage rates set forth in Section 4(A) shall be effective as of June 16, 2010.

It is agreed that in the event that either party should exercise its rights under the paragraph last above set out, they will for a period of sixty (60) days prior to June 30, 2013, bargain exclusively with each other with respect to all wage rates, working conditions, and hours of employment for the work herein covered. If no Agreement has been entered into at the expiration of said sixty (60) day period, then this Agreement shall there upon cease and terminate, and the parties shall be free to negotiate with whomsoever they please.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands by their respective officers duly authorized to do so on the day and year first written, in Martinez, California.

**FOR THE ASSOCIATION:**

**Associated General Contractors of California**

BY \_\_\_\_\_  
**Thomas T. Holsman, CEO**

**ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS**

BY \_\_\_\_\_  
**Michael Ghilotti, Chairman**

BY \_\_\_\_\_  
**Timothy J. Conway, Agent**

**Engineering & Utility Contractors Association**

By \_\_\_\_\_  
**Mark Breslin, Executive Director**

**FOR THE UNION:**

**HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION TEAMSTERS COMMITTEE FOR  
NORTHERN CALIFORNIA**

BY \_\_\_\_\_  
Dale Robbins, Chairman

BY \_\_\_\_\_  
Michael Tobin, Co-Chairman

## **SUPPLEMENT #1 - SUBSISTENCE BOUNDARIES**

### **AREA DESCRIPTIONS**

The following is a description, based upon Township and Range lines, of Areas 1 and 2.

Area No. 1 is all of Northern California within the following lines.

Commencing at the S.W. corner of township 16S, range 1W, Mt. Diablo Base line and Meridian:

Thence easterly crossing the Mt. Diablo Meridian to the S.E. corner of township 16S, range 2E,

Thence southerly to the S.W. corner of township 17S, range 3E,

Thence easterly to the S.W. corner of township 17S, range 4E,

Thence southerly to the S.W. corner of township 18S, range 4E,

Thence easterly to the S.E. corner of township 18S, range 4E,

Thence southerly to the S.W. corner of township 19S, range 5E,

Thence easterly to the S.E. corner of township 19S, range 5E,

Thence northerly to the N.E. corner of township 19S, range 5E,

Thence easterly to the N.E. corner of township 19S, range 7E,

Thence southerly to the S.E. corner of township 19S, range 7E,

Thence easterly to the N.E. corner of township 20S, range 8E,

Thence southerly to the S.E. corner of township 20S, range 8E,

Thence easterly to the N.E. corner of township 21S, range 15E,

Thence southerly to the S.E. corner of township 21S, range 15E,

Thence easterly to the N.E. corner of township 22S, range 16E,

Thence southerly to the S.E. corner of township 22S, range 16E,

Thence easterly to the N.E. corner of township 23S, range 17E,

Thence southerly to the S.E. corner of township 23S, range 17E,

Thence easterly to the N.E. corner of township 24S, range 18E,

Thence southerly to the S.E. corner of township 24S, range 18E,

Thence easterly to the S.E. corner of township 24S, range 26E,

Thence northerly to the N.E. corner of township 24S, range 26E,

Thence easterly to the S.E. corner of township 23S, range 27E,

Thence northerly to the N.E. corner of township 22S, range 27E,

Thence westerly to the N.W. corner of township 22S, range 27E,

Thence northerly to the N.W. corner of township 15S, range 27E,

Thence easterly to the S.E. corner of township 14S, range 27E,

Thence northerly to the N.E. corner of township 14S, range 27E,

Thence westerly to the N.W. corner of township 14S, range 27E,

Thence northerly to the N.E. corner of township 13S, range 26E,

Thence westerly to the S.W. corner of township 12S, range 26E,

Thence northerly to the N.E. corner of township 11S, range 25E,  
 Thence northerly to the N.E. corner of township 10S, range 24E,  
 Thence westerly to the N.W. corner of township 10S, range 23E,  
 Thence northerly to the N.E. corner of township 8S, range 22E,  
 Thence westerly to the N.W. corner of township 8S, range 22E,  
 Thence northerly to the N.E. corner of township 6S, range 21E,  
 Thence westerly to the N.E. corner of township 6S, range 17E,  
 Thence northerly to the N.E. corner of township 5S, range 17E,  
 Thence westerly to the N.E. corner of township 5S, range 16E,  
 Thence northerly to the N.E. corner of township 3S, range 16E,  
 Thence westerly to the N.E. corner of township 3S, range 15E,  
 Thence northerly to the N.E. corner of township 2S, range 15E,  
 Thence westerly to the N.E. corner of township 2S, range 14E,  
 Thence northerly to the N.E. corner of township 1S, range 14E,  
 Thence westerly, along the Mt. Diablo Base line to the N.E. Corner of township 1S,  
 range 13E,  
 Thence across the Mt. Diablo Base Line in a northerly direction to the N.E. corner of  
 township 2N, range 13E,  
 Thence westerly to the N.E. corner of township 2N, range 12E,  
 Thence northerly to the N.E. corner of township 3N, range 12E,  
 Thence westerly to the N.E. corner of township 3N, range 11E,  
 Thence northerly to the N.E. corner of township 5N, range 11E,  
 Thence westerly to the N.E. corner of township 5N, range 10E,  
 Thence northerly to the N.E. corner of township 10N, range 10E,  
 Thence westerly to the N.W. corner of township 10N, range 10E,  
 Thence northerly to the N.E. corner of township 11N, range 9E,  
 Thence westerly to the N.E. corner of township 11N, range 8E,  
 Thence northerly to the N.E. corner of township 21N, range 8E,  
 Thence westerly to the N.E. corner of township 21N, range 6E,  
 Thence northerly to the N.E. corner of township 22N, range 6E,  
 Thence westerly to the N.E. corner of township 22N, range 5E,  
 Thence northerly to the N.E. corner of township 28N, range 5E,  
 Thence westerly to the N.E. corner of township 28N, range 4E,  
 Thence northerly to the N.E. corner of township 30N, range 4E,  
 Thence westerly to the N.W. corner of township 30N, range 1E,  
 Thence northerly along the Mt. Diablo Meridian to the N.W. corner of township 34N,  
 range 1E,  
 Thence westerly to the N.W. corner of township 34N, range 6W,  
 Thence southerly to the S.W. corner of township 33N, range 6W,  
 Thence westerly to the N.W. corner of township 32N, range 7W,  
 Thence southerly to the S.W. corner of township 30N, range 7W,  
 Thence easterly to the S.E. corner of township 30N, range 7W,  
 Thence southerly to the S.W. corner of township 16N, range 6W,  
 Thence westerly to the N.W. corner of township 15N, range 14W,

Thence southerly to the S.W. corner of township 14N, range 14W,  
Thence easterly to the S.W. corner of township 14N, range 13W,  
Thence southerly to the S.W. corner of township 13N, range 13W,  
Thence easterly to the S.E. corner of township 13N, range 13W,  
Thence southerly to the S.W. corner of township 11N, range 12W,  
Thence easterly to the S.E. corner of township 11N, range 12W,  
Thence southerly to the N.W. corner of township 7N, range 11W,  
Thence westerly along the northerly line of township 7N,  
Excluding that portion of Northern California within Santa Clara County included within the following lines:

Commencing at the N.W. corner of township 6S, range 3E, Mt. Diablo Base Line and Meridian,

Thence in a southerly direction to the S.W. corner of township 7S, range 3E,  
Thence in an easterly direction to the S.E. corner of township 7S, range 4E,  
Thence in a northerly direction to the N.E. corner of township 6S, range 4E,  
Thence in a westerly direction to the N.W. corner of township 6S, range 3E, which portion is a part of Area 2.

Area 1 also includes that portion of Northern California within Humboldt County included within the following lines:

Commencing at the S.W. corner of township 2N, range 3W, Humboldt Base Line and Meridian,

Thence easterly to the S.W. corner of township 2N, range 1W,  
Thence southerly to the S.W. corner of township 1N, range 1W,  
Thence easterly along the Humboldt Base Line to the S.W. corner of township 1N, range 2E,  
Thence southerly to the S.W. corner of township 1S, range 2E,  
Thence easterly to the S.E. corner of township 1S, range 2E,  
Thence northerly to the N.E. corner of township 1S, range 2E,  
Thence easterly along the Humboldt Base Line to the S.E. corner of township 1N, range 3E,  
Thence northerly to the N.E. corner of township 9N, range 3E,  
Thence westerly to the N.W. corner of township 9N, range 2E,  
Thence northerly to the N.E. corner of township 10N, range 1E,  
Thence westerly along the northerly line of township 10N.

## **SUPPLEMENT #2 - COST OF LIVING**

**IT IS AGREED THAT THE FOLLOWING COST OF LIVING ADJUSTMENT LANGUAGE SHALL NOT BE APPLICABLE FOR THE LIFE OF THIS AGREEMENT.**

**\*\*COST OF LIVING ADJUSTMENT:** In addition to the Wage Rates and Fringe Benefits set forth in this Supplement No. 2, the parties have agreed to the following with respect to cost of living adjustments for the terms of this Agreement.

For purposes of this Agreement:

- (1) "CONSUMER PRICE INDEX" refers to the "CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS - U.S. CITY AVERAGE - ALL ITEMS 1967 = 100," published by the Bureau of Labor Statistics, U.S. Department of Labor.
- (2) "CONSUMER PRICE INDEX ADJUSTMENT BASE." The Consumer Price Index Adjustment Base for the 1st adjustment period shall be the Consumer Price Index for the month of March 1983. The Consumer Price Index Adjustment Base for the 2nd adjustment period shall be the Consumer Price Index for the month of March 1984.
- (3) "CHANGE IN THE CONSUMER PRICE INDEX" is defined as the difference between the Consumer Price Index Adjustment Base and the Consumer Price Index as indicated at the conclusion of the subsequent twelve (12) month period.
- (4) "COST OF LIVING ADJUSTMENT" If the change in the Consumer Price Index for either of the two 12 month periods described above exceeds five percent (5%), a Cost of Living Adjustment shall become effective as follows: The percentage increase in the Consumer Price Index in excess of five percent (5%) shall be applied to the total wage and fringe package in effect on June 15, 1984 and/or June 15, 1985, as the case may be, and shall be considered an "add-on" to the previously described wage and/or fringe benefit increases. Such "add-on" increases, if any, shall be effective on November 1, 1984, and November 1, 1985.
- (5) Should the monthly Consumer Price Index in its present form and on the same basis of the last Index published become unavailable, the parties shall attempt to agree on a substitute Index, or if agreement is not reached, request the Bureau of Labor Statistics to provide an appropriate conversion or adjustment, which shall be applicable as of the appropriate adjustment date and thereafter.



### **SUPPLEMENT #3 - SENIORITY (PRE 1986 HIRES)**

The provisions of this Section are applicable only to Employees employed at or working out of a stationary construction yard of the Employer. Jobsites are excluded from the definition of a stationary construction yard.

Seniority is defined as an Employee's most recent period of unbroken continuous service at or out of the stationary construction yard of the Employer. If an Employer having more than one stationary construction yard (in a locality) has followed the past practice of merging the seniorities of Employees at said yards, this practice shall be continued.

The other provisions of this Section notwithstanding, an Employer with a permanent yard may transfer Employees with their equipment who have been on the seniority list of that permanent yard for at least thirty (30) days, from that locality to another locality without restriction. Such transfers shall be first offered to the most senior Employees in the permanent yard; but, after refusing such transfer, such senior Employees shall not have the right to bump less senior Employees on the job in the other locality.

An Employer intending to utilize the transfer provisions set forth above shall notify the appropriate Local Union having jurisdiction immediately if the job is of a duration of more than one (1) day and less than six (6) days. A confirming letter shall also be sent to the appropriate Local Union.

In the event the job is of a duration of more than five (5) days, then the provisions of Section 3 B shall apply, unless excepted by the Local Union(s) involved.

An Employee shall have no seniority rights and shall be considered a probationary Employee until he has first been employed for a total of ninety (90) work days in any one hundred twenty (120) work day period for any one Employer under this Agreement.

During the probationary period the Employee may be terminated by the Employer for any reason without recourse, notwithstanding any provision in this Agreement to the contrary.

On the date that an Employee completes his probationary period, his seniority date for purpose of layoff and recall shall be retroactive to thirty (30) calendar days prior to such qualification date.

An Employee's seniority shall be broken and all rights accruing to seniority shall be lost whenever:

- (1) an Employee quits;
- (2) an Employee is discharged for just cause;
- (3) an Employee fails to report back to work within three (3) calendar days after notification with a copy to the Union by the Employer by certified mail to said Employee at his most recent known address;

- (4) an Employee has been laid off for lack of work in excess of twelve (12) consecutive months;
- (5) an Employee not on layoff accepts assignment with his Employer at a site outside the Local Union jurisdiction of the stationary construction yard at which he is employed he shall forfeit his seniority at said yard. Provided that the Unions involved may mutually modify the operation of this paragraph.
- (6) an Employee applies for and receives pension payments.

In reduction of the work force due to slackness of work, the last Employee hired shall be the first Employee laid off provided that the remaining Employees are qualified to perform the available work. In the re-hiring, the last Employee laid off shall be the first Employee re-hired provided that he is qualified to perform the available work.

A seniority list shall be posted at each stationary construction yard and shall be revised each six (6) months. The first of such lists shall be posted within fifteen (15) days of the effective date of these provisions. The Individual Employer shall supply the Local Union representative with a copy of the current seniority list upon request. Seniority will be interpreted and applied as follows:

- (1) On each working day the senior drivers will be dispatched within the classification which they are currently assigned except that no driver will be replaced on the basis of seniority once he has started his day's work.
- (2) If a driver does not work in such classification for one (1) working day, he shall upon his request, be dispatched to a classification for which he is qualified, and in which there is a junior driver. He shall return to his first assigned classification as soon as work is available to him, in accordance with his seniority. Any driver who is so replaced shall, after one (1) working day, be entitled to replace a junior driver in a classification for which he is qualified, if he so requests.
- (3) In the event equipment of a new classification is put into operation in any yard such job classification will be posted for bidding and will be assigned to senior men so bidding, provided that they have the necessary qualifications, effective as of the date of the addition of such equipment, or within a reasonable time. Vacancies in job classifications created by the assignment of drivers to new classifications of equipment shall be filled by qualified drivers in the order of their preference and in accordance with their seniority standing, effective as of the date of the addition of such new equipment or within a reasonable time.
- (4) (a) A driver off-work in his current assigned classification shall be offered any other available job at such yard, for which he is qualified, and shall be paid at the

applicable rate for said other job, before calling the employment office for new men.

- (b) An Employee who has acquired seniority at a stationary construction yard and who does not work for one day in his assigned classification shall, at his request, have the right to displace a junior Employee at a construction site of the same Individual Employer located within the same Local Union's jurisdiction, provided he is qualified to perform the work. Employment on such construction site does not mean there is seniority on the construction site but does mean the Employee retains and continues to accrue seniority at the stationary yard of the Individual Employer.

An Employee who has acquired seniority at a stationary construction yard and has been laid off from such yard, shall have preference in hiring at a construction site of the same Individual Employer if it is in the same Local Union jurisdiction and providing he is qualified to perform the work. Employment on such construction site does not mean there is seniority on the construction site but it does mean the Employee retains and continues to accrue seniority at the stationary yard of the Individual Employer. Subsection (4) (b) to apply only to Local Unions 287, 315, 624, 853, 890, 912.

- (5) Each Local Union shall have the option of whether the provisions of this Section are operative within its territorial jurisdiction.
- (6) When the Employer requires that the work be performed or equipment be operated before the regular starting time, after the regular quitting time, on Saturdays, Sundays or holidays, such overtime work shall be first offered to the Employee who has performed the work or operated the equipment on the straight time shift during the regular work week.

Individuals hired on or after June 16, 1986 are specifically excluded from coverage by this Supplement No. 3. Furthermore, Employees who have not gained seniority by June 16, 1986 are specifically excluded from coverage by this Supplement No. 3.

**NORTHERN CALIFORNIA CONSTRUCTION TEAMSTERS  
JOINT LABOR / MANAGEMENT SUBSTANCE ABUSE POLICY**

**I. INTRODUCTION**

The Union and the Employer establish this Policy in order to provide the Individual Employers with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace.

Substance Abuse Policy – The parties will modify the Substance Abuse Policy to ensure that it remains in compliance with Federal and State laws including any new requirements under DOT. Any elements of the DOT regulations required to be part of the Substance Abuse Policy shall be added as an addendum to the current policy.

All Employees covered under the Policy will be subject to testing provisions mandated by the U.S. Department of Transportation (“DOT”) Code of Federal Regulations CFR 382 and 49, as well as other Regulations mandated by DOT for drivers and other workers in “safety sensitive” positions.

**II. NOTICE**

- A. An Individual Employer shall provide written notice to all employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.
- B. Failure to give a form of notice as set forth in this section shall make any drug testing engaged in the Individual Employer a violation of the Master Agreement, and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

**III. PURPOSE OF POLICY**

- A. The Employer, Individual Employer(s) and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer(s) and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee’s health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and injury. The Employer, Individual Employer(s) and the Union therefore adopt this Policy. The intent of the Policy is three fold:
  - 1. To maintain a safe, drug and alcohol free workplace;
  - 2. To maintain our work force at its maximum effectiveness; and

3. To provide confidential referral to the Teamster Alcohol Rehabilitation Program (“TARP- TAP”) and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.

Note: Any reference to TARP should also be considered TAP.

- B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment *before* job performance has become a disciplinary problem. Employees are urged to use the services available through TARP . TARP will assist them and refer them to the appropriate treatment program.
  1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare plan, up to the limits described in the plans.
  2. An Employee shall be granted necessary leave of absence for treatment TARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

#### IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse effect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. TARP shall continue to provide an educational program for the Individual Employers for their Employees and shall, to the maximum extent possible, train the Employees of all Individual Employers who implement this Policy.

#### V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled “Confidential.” Employee records related to this Policy shall not be kept in the Employee’s personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released until the results are confirmed. Every effort will be made to insure that all Employee issues relating to this policy will be discussed in private and

actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

## VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Service Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody: All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories: All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols: All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test: The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Levels: SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening test and the confirmatory test shall be per the Federal Standards as determined by the Department of Health and Human Services (DHHS). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol or above shall be considered to be positive.

Medical Review Officer: A Medical Review Officer ("MRO") shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if available. If no ASAM members are available, the MRO shall be

certified by the Medical Review Officer's Certification Council. The Union shall approve all MRO's. Upon verification of a positive test result, the MRO shall refer the affected Employee to TARP-TAP for assessment and referral to treatment, if appropriate.

Consent Form: Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto. (Form "A") The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refused to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For: A specimen may be tested for alcohol, cannabinoids (THC), barbiturates, opiates, cocaine, phencyclidines (PCP), amphetamines, and methaqualone or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires employers to test, this Section will be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test: The Individual Employer may direct the Employee to submit to a urine test, or at the employee's request a blood test for alcohol and/or other drugs, or a breath test for alcohol. An Employee who is unable to provide a urine sample within one hour of being directed to do so, will submit to a blood test.

Notification to Employer of Test Results: The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

## VII. TYPES OF PERMISSIVE TESTING

### A. TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one (1) of the first three (3) day(s) of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employer has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to TARP. The Individual Employer shall not be obligated to employ any such Employee after TARP releases the Employee to return to work but may employ such an Employees under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section without testing those who are recalled.

### B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained management representative's objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects if proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained management representatives observations and conclusions must be confirmed by another trained management representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee



shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of, or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a union representative (including a Steward) and allow the Employee to consult with a Union representative before the Employee submits to the test, if the Union representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

#### C. ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work related accidents involving property damage or bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this section.

#### D. RANDOM TESTING

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/DISCIPLINE, of the policy. TARP shall be the Substance Abuse Professional for all Employees. TARP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid only for hours worked.

Random testing will be administered in strict accordance with DOT regulations and will apply to all bargaining unit employees on a non-discriminatory basis.

**E. OWNER / AWARDED AGENCY REQUIREMENTS**

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

**F. DOT EXAMS AND OTHER PHYSICAL EXAMS**

Where an Employer elects to perform a urine drug screen in conjunction with a DOT or other physical examination, the Employee must be given at least seven (7) days' advance written notice of such drug screen prior to the administration of the examination. The Employee is required to sign for the notice. Urine specimens must be analyzed pursuant to the methodology described in Parts (V) and (VII) of this Section. Urine drug screens performed in a DOT recurrent examination will be pursuant to DOT regulations. Physical examinations may be performed once every two (2) years within sixty (60) days after an Employee's anniversary date.

**VIII. EMPLOYER REFERRALS**

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to TARP based upon documented declining job performance or other observations prior to testing under Paragraph VII and/or disciplining the Employee.

**IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM**

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. TARP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol

rehabilitation program and shall be required to re-employ any such individual after TARP releases the employee to return to work under the terms of a return-to-work agreement as provided in Section XI.

Any employee who does not seek voluntary assistance prior to being required to take a drug test may not be eligible for a return to work agreement and may be subject to discipline.

#### **X. PROHIBITED ACTIVITIES/DISCIPLINE**

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

#### **XI. REHABILITATION / DISCIPLINE**

The Individual Employer may discipline an Employee who violates any provision of this Policy. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to TARP/TAP any Employee who violates any provision of Paragraph X which prohibits the sale of, attempted sale or manufacture of prohibited substances before it disciplines the Employee. Any disciplinary action that is disputed in regard to this section shall be subject to 10 (A) Grievance Procedure.

The Individual Employer shall not be obligated to employ any such Employee after TARP releases the Employee to return to work. The Individual Employer may re-employ the Employee when TARP releases him/her to return to work if it has work available. It will not be required to lay-off any current Employee in order to re-employ the Employee. If it does not have any work available when TARP releases the Employee, it may consider re-employing the Employee as soon as it has work available. The Employee will be subject to a return-to-work agreement. The Individual

Employer, the Union, and the Employee will enter into a return-to-work agreement. The return-to-work agreement will require the Employee to comply with and complete all treatment TARP, or the treatment provider, as the case may be, determines is appropriate. It will also provide a monitoring of the Employee's compliance with the treatment plan TARP/TAP, or the treatment provider, develops and will allow the Individual Employer to require the Employee to submit to unannounced testing. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement and subject the Employee to immediate termination. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement.

Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

## **XII. NON DISCRIMINATION**

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in TARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in TARP and/or undergoing treatment and rehabilitation.

## **XIII. COST OF PROGRAM**

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its health and welfare contribution rate. TARP/TAP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents to treatment, monitoring of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employers. The Individual Employer will pay all costs for testing.

## **XIV. GRIEVANCE PROCEDURE**

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the applicable Master Labor Agreement.

## **XV. SAVINGS CLAUSE**

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

**FORM 'A'**  
**EMPLOYEE CONSENT & RELEASE FORM**

I, \_\_\_\_\_, have been directed by my employer, \_\_\_\_\_, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my employer and Northern California Construction Teamsters which governs my employment with my employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Cannabinoids (THC), Opiates, Phencyclidine, Barbiturates, Methaqualone and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my employer; and
3. The Medical Review Officer may verify the test and report to my employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Dispatch testing, if I am directly or indirectly involved in work related accidents involving property damage or bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the Policy. I also consent to be tested if my employer has probable cause to do so as set forth in the Policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 and my employer is required to test me under these regulations.

My employer has advised me that:

1. I have a right to have a Union representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and
4. I have a right to consult with a Union representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my employer. By doing so I am not waiving any rights I may have under the Teamsters collective bargaining agreement or any applicable law except as expressly provided for herein. By signing this Agreement, I am not acknowledging that my employer has probable cause to believe I have violated any provision of the Substance Abuse policy which is part of the Teamsters agreement or any of my employer's policies which pertain to my employment.

\_\_\_\_\_ I previously have received a copy of the Policy.

\_\_\_\_\_ My employer has provided me with a copy of the Policy.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Employee Name {Please Print})

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Witness name {Please Print})

\_\_\_\_\_  
(Date)

**FORM "B"**  
**INCIDENT REPORT FORM**

Employee Involved: \_\_\_\_\_

Date of Incident: \_\_\_\_\_ Time of Incident: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

Employee's Job Assignment/Position: \_\_\_\_\_

Employee Notified of His/Her Right to Union Representation: \_\_\_\_\_yes \_\_\_\_\_no

Date Notified: \_\_\_\_\_ Time Notified: \_\_\_\_\_

Witness to Incident: \_\_\_\_\_

Witness' Observation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Action Taken: \_\_\_\_\_

\_\_\_\_\_

Date/Time Action Taken: \_\_\_\_\_

## LETTER OF AGREEMENT

It is agreed between the Association of Engineering Construction Employers and Engineering and Utility Contractors Association and the Teamsters Committee for Northern California and its affiliated Local Unions (hereinafter referred to as Union) that the application of Section 1(D), as written in the 2002 - 2006 Master Agreement, shall not extend to organizational efforts of the Unions where such efforts result in a previously non signatory employer becoming signatory to the Agreement.

It is further agreed between the parties that this Letter of Agreement may be subject to annual review, provided the Association of Engineering Construction Employers or the Engineering and Utility Contractors Association submits a ten (10) day written notice prior to the annual review to the Teamsters Committee for Northern California. If this Letter of Agreement adversely affects the Association of Engineering Construction Employers, the Engineering and Utility Contractors Association, or their Contractor member(s) as determined by the grievance procedure, this Letter of Understanding shall terminate. It is understood that the burden of proof is upon the Associations of their Contractor member(s).

Agreed to this 16th day of June 2010.

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Teamsters Committee Chairman

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Association of Engineering Construction Employers



## LETTER OF UNDERSTANDING

It is the intent of the undersigned parties to the Teamsters Master Labor Agreement that the grievance procedure shall address clear misassignments of work and shall not resolve bona fide jurisdictional disputes. Jurisdictional disputes shall be settled through the procedures of "Section 10(D), Jurisdictional Disputes." In addition, the following shall apply:

1. Back pay liabilities commence 24 hours after notification from the Local Union Business Agent.
2. Back pay shall not exceed 35 days.
3. There shall be no cessation of work and no back pay liability for any bona fide Jurisdictional Dispute.
4. If after June 16, 1990 either party has reason to review the above, the parties will meet to discuss the Letter of Understanding.

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Teamster Committee

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Association of Engineering  
Construction Employers

**SIDE LETTER  
PREVAILING WAGE RATE PROTECTION**

THIS AGREEMENT, made and entered into this 16th day of June, 2010, by and between AECE (“Employer”) and Norcal Teamster Committee (“Union”).

If there is a non-signatory prime contractor on a planholders list or there is no planholders list for a job for which there is a Prevailing Wage Determination, the wages, fringe benefits and other applicable provisions of the Prevailing Wage Determination shall apply to the job. On jobs on which there is no Prevailing Wage Determination, the wage and fringe benefit rates set forth in the Private Work Agreement which is applicable, the Union shall, upon an Individual Employer’s request, establish the wage rates, fringe benefits and other applicable working conditions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
ASSOCIATION OF ENGINEERING  
CONSTRUCTION EMPLOYERS

\_\_\_\_\_  
TEAMSTERS NOR CAL  
COMMITTEE

**TEAMSTERS MASTER LABOR AGREEMENT  
LETTER OF UNDERSTANDING**

Notwithstanding any other provisions of the Teamsters Master Labor Agreement, this letter outlines the parties agreement in regard to the following:

*(It is not the intent of the parties that this side letter should be used to exempt traditional on-site work from coverage.)*

1. All issues of contention with respect to the hauling of materials from the site of construction by Owner Operators or Subcontractors will be referred first to Section 10(E) Partnering for resolution and will be not subject to arbitration under the grievance procedure.
2. All issues of contention with respect to Section 1(E), paragraph 2, Union Security, relating to the hauling of materials from the site of construction by Owner Operators or Subcontractors will be referred first to Section 10(E) Partnering for resolution and will not be subject to arbitration under the grievance procedure.
3. The Employer will cooperate with the Union in encouraging and giving fair consideration to Union signatory Owner Operators and Subcontractors with respect to the hauling of materials from the site of construction.
4. The Employer will continue to comply with the current notification requirements of the contract.
5. The Union will provide an updated list of all signatory Teamster subcontractors and owner operators to the Associations. The Associations will encourage their members to provide fair and consistent consideration to these union signatory owner operators and subcontractors with respect to hauling materials from the site of construction.

Periodic updates of this list of signatory owner operators and subcontractors shall be provided to the Associations four times per year by the Nor-Cal Committee. The Associations, in turn, will distribute this to their signatory members.

In accordance with Section 10 (E), “partnering”, the parties will meet on a quarterly basis to monitor this agreement. The partnering meetings will be scheduled by the Union chairman and the Association chairman.

This letter of understanding shall be effective June 16, 2010 and shall remain in effect until June 15, 2013.

**FOR THE UNION**

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**FOR THE EMPLOYER**

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**HEAVY HIGHWAY COMMITTEE SIDE LETTER**

The Teamsters agree, if the other Heavy and Highway crafts agree, to form and participate in a Labor/Management Heavy Highway Committee.

**FOR THE UNION**

**FOR THE EMPLOYER**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PROJECT LABOR AGREEMENT SIDELETTER**

The parties agree to Partner the issue of the utilization of the Master Labor Agreement or the Project Labor Agreement, whichever is most favorable.

**FOR THE UNION**

**FOR THE EMPLOYER**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**PRE DISPATCH DRUG TESTING SIDE LETTER**

The parties shall establish a joint committee to determine whether there is a feasible means by which the Union can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

**FOR THE UNION**

**FOR THE EMPLOYER**

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