

2011-2014

# MASTER AGREEMENT

FOR THE

PLUMBING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA

BETWEEN

CALIFORNIA PLUMBING AND

MECHANICAL CONTRACTORS ASSOCIATION

AND

SOUTHERN CALIFORNIA PIPE TRADES

DISTRICT COUNCIL NO. 16

OF THE UNITED ASSOCIATION



EFFECTIVE JULY 1, 2011



## *Southern California Pipe Trades District Council 16*

**SID C. STOLPER**

Business Manager

UNITED ASSOCIATION, Vice President, District 5  
California, Colorado, Arizona, Utah, Oregon, Nevada,  
Washington, Idaho, New Mexico, Hawaii and Alaska

Dear Southern California Plumbing, Mechanical and Industrial Contractors:

District Council 16's attitude of cooperation and mutual respect reflects **the fact that we're all on the same team.** A major part of our product is our skilled membership-qualified journeymen and apprentices. **But there is so much more.** Thank you for joining the winning team.

With our product, you can produce YOUR product better and more efficiently. **This means a better bottom line and a larger profit for you.** That's why we call it the contractor's edge.

Now that you have become a union contractor, you have both an informed local resource and an entire industry network at your fingertips. Together we can successfully adapt to an ever-changing market place.

Our Staff is ready and willing to answer your questions and concerns.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sid C. Stolper', written over a horizontal line.

Sid C. Stolper

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**MASTER AGREEMENT  
For The  
PLUMBING AND PIPING  
INDUSTRY of SOUTHERN  
CALIFORNIA**

THIS AGREEMENT is entered into the 1st day of July, 2011 by and between the CALIFORNIA PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION, ("CPMCA") for and on behalf of all its present and future members and such other Contractors who have authorized CPMCA to bargain on their behalf with full authority to bind them in collective bargaining with "the Union" on a multi-employer basis, hereinafter referred to as the "CONTRACTORS ASSOCIATION" and/or "CONTRACTORS," and SOUTHERN CALIFORNIA PIPE TRADES DISTRICT COUNCIL NO. 16 OF THE UNITED ASSOCIATION, for and on behalf of all employees represented by it and its following affiliated Local Unions: Numbers 78, 114, 230, 250, 345, 364, 398, 403, 460, 484, 494, 582, and 761 hereinafter referred to as the "Union."

**SECTION 1  
RECOGNITION**

1.1.1 The Union claims each individual Contractor acknowledges and agrees that a majority of its employees performing plumbing and pipefitting work, as more particularly described in Section 3 herein, have authorized the Union to represent them in collective bargaining. The California Plumbing and Mechanical Contractors Association (CPMCA) and each individual Contractor agrees to voluntarily recognize the Union as the exclusive collective bargaining agent under Section 9(a) of the National Labor Relations Act for all employees of each Contractor performing plumbing and pipefitting work covered by this collective bargaining agreement. The definition of employees shall also include General Foreman and Foreman.

1.1.2 The Union hereby recognizes CPMCA as the sole and exclusive collective bargaining representative for all present and future Contractors, who are engaged on work covered by this Agreement, who may or have authorized CPMCA as their exclusive, authorized bargaining representative, to bargain on their behalf with full authority to bind them in collective bargaining with the Union, and agrees not to negotiate individually with them during the term of this Agreement.

1.1.2.1 It is understood between the parties that service work, as defined in the ARCA/MCA and District Council 16 HVACR Service Master Labor Agreement, will be performed under the terms and conditions of an area-wide District Council 16 HVACR Service

Master Labor Agreement and is eliminated from the scope of work this Agreement. Notwithstanding the foregoing, plumbing and heating service work and incidental HVACR service work may continue to be performed under this Agreement.

1.1.3 The Contractors Association shall submit a roster of their members covered by this Agreement within sixty (60) days after the effective date of this Agreement to District Council No. 16, showing the Contractor firm name, address, telephone number, state license number, and state license bond carrier.

1.1.4 District Council No. 16 agrees to give the Contractors Association immediate notice of any change in the geographic boundaries of any Local Union over that previously submitted to the Contractors Association. No violation of the hiring procedures will be processed because of such change in geographical boundary until thirty (30) days after said notice is given. All men presently employed on a job at time of a boundary change, may remain on said job for its duration. All other items in the Agreement will remain under the Local Union assuming jurisdiction.

**1.1.5 STANDARDS FOR  
EXCELLENCE**

The parties have agreed the U.A. Standard of Excellence shall apply to work performed under this agreement. The U.A. Standard of Excellence is attached hereto as Appendix F

**1.1.6 STANDARD FOR SAFETY**

The parties have agreed the U.A. Standard for Safety shall apply to work performed under this agreement. The U.A. Standard

for Safety is attached hereto as Appendix G

**1.2 QUALIFICATIONS**

1.2.1 Each of the parties hereto warrants and agrees it is under no disability of any kind, whether arising out of the provisions of its Articles of Incorporation, Constitution, Bylaws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement, and further, that it will not, by the Articles, Constitution, Bylaws, or Charter, or by contract, or by any means whatever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof.

1.2.1.1 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 hereby guarantee and warrant their authority to act for and bind the respective parties or organization whom their signatures purport to represent, and the Local Unions on whose behalf the said parties are signing said Agreement.

1.2.2 This Agreement contains all 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; that any provision in the working

rules of the Unions, with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement, shall be deemed to be waived and any such rules or regulations, which may hereafter be adopted by the Unions shall have no application to the work hereunder.

1.2.3 If any provision in this Agreement shall at any time during the terms thereof conflict with the Labor Management Relations Act of 1947, or said Act as may be amended, or any other act or statute of the United States or State of California, then such provision shall be deemed modified but continue in effect to the extent permitted by the applicable law. However, if at any time thereafter such provisions shall no longer conflict with the law, they shall be deemed restored to the Agreement with the same force and effect as if it had never been in conflict with the law. If any single provision, clause, paragraph, sentence, or Section of this Agreement is held by any court, bureau, board, or administrative agency to be invalid, illegal or inoperative, it shall not invalidate the remaining portion or portions of this Agreement.

1.2.4 SCOPE OF BARGAINING. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

1.2.4.1 Therefore, the Employer and the Union, for the terms of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed the Agreement. This shall not be construed to prevent the parties to this Agreement agreeing to the discussion or negotiation on any subject matter.

## SECTION 2 CONTRACTOR STANDARDS

2.1.1 It is agreed that any individual, partnership, or corporation, party to this Agreement, must meet each and all of the conditions of this Section.

2.1.2 SHOP. Employers signing this Agreement agree to maintain and operate their shop, or branch shop as defined in Appendix E, Paragraph 6.1.4 on a continuous basis, and to have a current business address and telephone for same listed with District Council No. 16, all Contractors Associations and the Pipe Trades Trust Fund. Employers shall be assessed damages for failure to notify District Council No. 16 and the Contractors Associations if they fail to maintain such a shop once listed. Such damages to be determined by the Joint Arbitration Board for each day of the violation.

2.1.3 SIGNS. All Contractors' trucks and equipment used to transport materials, welding rigs and/or personnel shall have their firm name affixed to equipment, in letters at least two inches (2") high on clearly visible portions of such vehicle on both sides. Magnetic signs are not acceptable.

2.1.4 The Unions agree that no workmen covered by this Agreement who are employed by Contractors at the time he makes application to sign the Labor Agreement as an Employer, will be permitted to sign the Agreement, or operate as an employer, until thirty (30) days' written notice has been given to the Contractors Association and District Council No. 16.

2.1.5 Any provisions of this Agreement shall be binding upon the Employer and upon any of its successors, or assigns in which the Employer or any of its owners, partners, officers, or stockholders has an ownership interest, be it sole, partnership, joint or coventurer, associate, corporate or otherwise (other than a security interest as hereinafter provided). In the event of any change of ownership or in the form of the Employer's business organization (other than a bona fide sale to a new owner), the terms and obligations herein contained shall continue in full force and effect as to the employing organization.

2.1.6 NOTICE OF BONIFIED SALE For the purpose of this Section, a new owner is defined as a purchaser in which neither the Employer hereunder, nor any of its owners, partners, officers, or stockholders, has an ownership interest other than a security interest. For the purpose of this Section, a security interest shall be understood to mean a mortgage, pledge, lien, conditional sale contract, or other arrangement which secures the payment of the purchase price upon a bona fide sale, the Joint Arbitration Board shall determine ownership under this Agreement. In the event of a bona fide sale, District Council No. 16 shall be notified by the Contractor in writing not less than ten (10) days prior to close of escrow.

2.1.6.1 The persons, firms, corporations, joint venture or other business entities bound by the terms of this Agreement are referred to in this Agreement as "Employer" or "Employers." The Employers and the Union by entering into this Agreement intend to and agree to establish a single multi employer collective bargaining unit. Any Employer who becomes party to this Agreement shall thereby become a member of the multi employer collective bargaining unit established by this Agreement.

2.1.6.2 Any Contractor who owns, or acts as an RMO, or who has financial interest in any business doing the same or similar work covered by this Agreement, shall be subject to damages assessed by the Joint Arbitration Board.

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## SECTION 3 MANAGEMENT RIGHTS

3.1 MANAGEMENT PREROGATIVES Except as they are limited by the terms of this Agreement, the prerogatives of management include, but are not limited to, the exclusive right to hire, promote, demote, transfer, discharge, increase or decrease the work force to meet the exigencies of the business, and to maintain the efficiency of the operation. Any of the rights, powers or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, delegated or modified by this Agreement.

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## SECTION 4 WORK RULES

### 4.1 WORK DAY

4.1.1 WORK DAY AND WEEK. The work days shall be eight (8) consecutive hours, exclusive of lunch period, between 6:00 A.M. and 4:30 P.M. Forty (40) hours, Monday 7:00 A.M. through Friday, 4:30 P.M., shall constitute a week's work. The starting time shall be at 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M. or 8:00 A.M., Monday through Sunday. The starting time shall be changed only to meet a bona fide job requirement. Starting time shall not be staggered.

4.1.2 REPORTING AND QUITTING TIME. Workmen shall arrive at the designated parking and/or transportation pickup area in sufficient time to reach their assigned work location and be ready to begin work at the start of the shift; and, workmen shall be allowed sufficient time to put away tools and equipment with sufficient time remaining during the regular shift for each workman to depart their assigned work location at the end of the shift.

4.1.3 SHOW UP PAY. Any Workman, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the prevailing rate of wages, unless he has been notified by the Contractor before leaving his home not to report; and any workman 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. However, the exception shall be when strike or weather conditions make it impossible to put such an employee to work, where stoppage of work is occasioned thereby, or when a workman leaves his work of his own accord. An employee reporting to work at the regular starting time at a shop or job, and for whom no work is available, due to weather conditions, will receive no pay for reporting time unless requested by the Employer to report.

4.1.4 EMERGENCY LUNCH PERIOD. Men who are required in an emergency to work through their lunch period, or from 12:00 noon to 1:00 P.M., shall take their period at 11:30 A.M. or 1:00 P.M., and

such emergency work shall be done at the straight time rate.

### 4.2 PARKING

4.2.1 Where free parking is not available within four (4) tenths of a mile of the job or project, the Contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure.

### 4.3 ACCESS

4.3.1 INACCESSIBLE AREAS. Where a job is in an area accessible only by roads in such condition that grave damage to employee's cars might result, the Contractor shall furnish transportation over such roads for all employees both coming to work and returning from work. This Section shall not apply to any road maintained by the city, county, state or federal governments.

4.3.2 ACCESS TO JOBS. The Business Representative shall have access to all jobs and shops at all times during working hours. With exception of security clearance requirements, it shall not be a violation of this Agreement for the Union to remove employees covered by this Agreement until such time as access to the job is provided. The Contractor shall give all possible assistance for security clearance and access.

### 4.4 SHIFT WORK

4.4.1 Where the nature of the work requires the working of employees covered by this Agreement on a shift basis, the shift arrangements shall be as follows:

4.4.1.1 Shifts. Shift work may be performed at the option of the Employer, but when performed it must continue for a period of not less than five (5) consecutive work days. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second and third shift on the fifth day. In the event the second or third shift of any regular work day shall extend into a holiday, employees shall be paid at the regular shift rate.

4.4.1.2 The first or day shift shall work on a regular eight (8) hour shift as outlined in Section 4, Paragraph 4.1.1 of this Agreement. If two (2) shifts are worked, the second shift shall be eight (8) hours for which each employee shall receive pay for the hours worked, plus fifteen percent (15%). Work in excess of eight (8) hours per shift shall be paid at overtime rates. In computing overtime pay the shift rate shall be the base rate.

4.4.1.3 If three (3) shifts are worked, the Employer and the Union shall establish mutually acceptable hours and pay for shift work, considering among other things the schedule of shift work of the related crafts in the Local Building Trades area in which the job is located.

4.4.1.4 Four/Ten Work Week. The work days shall be ten (10) consecutive hours, exclusive of lunch period, between 6:00 A.M. and 5:30 P.M., forty (40) hours Monday through Thursday shall constitute a week's work. There is no premium pay during the hours stated above in the 4/10 work week unless another craft on the job site is receiving premium pay, and if more than one craft is receiving premium pay then the highest premium rate shall be applicable hereto as if incorporated herein. The Employer signatory hereto may only apply this option prior to starting the job unless he has received permission from the Local Union Business Manager having jurisdiction over said job. Time and one-half (1 1/2) shall be paid for the ten (10) hours if worked on Friday. Double time shall be paid for all hours worked over ten (10) hours Monday through Friday. Saturday, Sunday and Holidays shall be double time.

### 4.5 ROLLING 4/10s

4.5.1 Rolling Four Ten Hour Shifts. This shift schedule may be worked on a project provided it has a duration of at least sixteen (16) consecutive days. Each shift must maintain a crew size of at least fifty percent (50%) of the largest shift crew.

4.5.1.1. Under this agreement, the day shift work force is organized into two (2) teams. The "A" team works four (4) consecutive ten (10) hour days. On the fifth day, the "B" team continues to work four (4) consecutive ten (10) hour days. On the ninth day, the "A" team returns to work to



continue the maintenance activities. The same pattern applies for a second shift.

4.5.1.2 Payment for all hours beyond eight (8) hours shall be paid at one and one-half (1 1/2) the basic straight time pay, with the exception that all hours beyond eight (8) on Sunday will be paid at two (2) times the basic straight time rate.

4.5.1.3 In this arrangement, the normal work day for all employees shall be ten (10) hours of work, plus a one-half (1/2) hour nonpaid meal period.

4.5.1.4 Any employee who is called in to work outside of his regular A, B, C and D week, to work either the 5th or 8th day, will be paid one and one-half (1-1/2) times the basic straight time hourly wage rate for work performed on that day. For work on the 6th or 7th day, the employees will be paid at two (2) times the basic straight time hourly wage rate for work performed on that day. Employees working six (6) or more consecutive shifts shall receive two (2) times the basic straight time hourly wage rate after the fifth regularly scheduled shift.

4.5.1.5 The work day for each employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the employee's shift and ends with the regular starting time of the employee's shift the following day. In this shift arrangement, the day shift shall be worked somewhere between the hours of 6:00 A.M. and 6:00 P.M.

4.5.1.6 Swing Shift (C or D Teams). For each shift, eight (8) hours shall be paid at the basic straight time hourly wage rate for the first through the fourth day of the scheduled work week for seven and one-half (7-1/2) hours of work. Eight (8) hours straight time pay shall be the basis for computing fringe benefits and overtime pay. Payment for all hours beyond seven and one-half (7-1/2) hours shall be at one and one-half (1-1/2) the basic straight time pay, with the exception that all hours beyond seven and one-half (7-1/2) on Sunday will be paid at two (2) times the basic straight time rate.

4.5.1.7 All work performed on Holidays shall be paid at two (2) times the basic straight time hourly wage rate.

4.5.1.8 Wages due for Employees working the rolling 4-10 schedule shall be paid the

first day the Employee reports back to work on his next regularly scheduled work week.

4.5.1.9 Any violation of the above shall make all hours worked payable at twice the hourly wage rate unless prior approval has been given by the Business Manager.

4.5.2 When the Contractor determines that shift work is necessary, the employees who are assigned to the second or third shift on the first day, or on subsequent days, of the necessary five (5) day period, must be continued on such shift until after the five (5) day shift establishment period has been completed. Any such employee who is not continued on such shift for the five day shift establishment period shall be paid at double time for all work performed on said second and third shifts. This provision shall not apply to employees who are discharged for just cause during the shift establishing period.

4.5.3 Where shift work is temporarily interrupted for a period of one (1) work week for reasons beyond the control of the Contractor excluding the final termination of the shift, and all three (3) shifts have worked the same number of hours that week, and then the shifts are reestablished and the same individuals go back on the same shift (providing they are available), then there will be no penalty or no overtime payable. If one (1) or two (2) shifts are temporarily shut down or interrupted for a period of one (1) work week, and all three shifts have not worked the same number of hours that week, then those who are not permitted to work must be paid four (4) hours' straight time pay but it shall not be necessary to go through another five (5) day shift establishment period.

#### 4.6 PAY ROLL

4.6.1 PAY PROVISIONS. Pay day shall be the last regular scheduled work day of the week, with not more than three (3) days being withheld. If the Contractor uses a computerized payroll, he must program the computer to meet the requirements for payroll checks in Paragraph 4.6.2. The Contractor must also include all data required on Trust Fund reports as determined by the Joint Board of Trustees, including pay rate, straight time hours, overtime hours and year-to-date compensation, among other requirements.

The Board of Trustees may require reporting in electronic format than hard-copy. Workmen are to be paid at least one (1) hour before the end of the regular shift whether working in a shop, Contractors' yard, or in the field. When men are laid off or discharged, they must be paid wages due them immediately at the time of layoff or discharge, and shall remain on the payroll until paid in full. If a regular pay day falls on a holiday, the day before the holiday shall be designated as pay day.

4.6.2 PAYROLL CHECKS. Payroll checks must bear the authorized signature of, and be drawn from the account of, the Contractor to whom men are dispatched. The employee shall receive a check stub from each check showing the Contractor's name and address, Trust Fund code number, pay period covered, regular and overtime hours worked, vacation and holiday contributions, and all other deductions required by law. If a Contractor issues a check with insufficient funds in the bank for payment, he 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 NSF check issued and for bank charges assessed for each check, subject to Subcommittee decision as provided in Appendix C, Paragraph C.4.9. The Subcommittee shall have authority to assess one (1) day's wages where there is no satisfactory excuse.

4.6.3 Labor Release. No employee will be permitted to sign any labor release not approved by the Joint Arbitration Board.

#### 4.7 OVERTIME

4.7.1 Double time shall be paid for all hours worked over ten (10) hours, Monday through Saturday. Sundays and Holidays shall be double time. Time and one half shall be paid for all other overtime. When an employee is called back, he shall be paid double time and a minimum of two (2) hours' pay at double time.

4.7.2 There shall be no alteration, remodeling or new work performed on overtime, without the Contractor or Journeyman in charge first obtaining permission from the Local Union Business Manager or his designee having jurisdiction over said job. This does not apply to service or repair work. Overtime work shall be rotated equally among all

employees covered by this Agreement on any given job or in any shop. The Contractor shall have the right to appeal such decision to the Joint Arbitration Board, whose decision shall be final and binding.

#### 4.8 HOLIDAYS

4.8.1 The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day excluding work performed under Appendix D, Section D.2 and Christmas Day, and if Christmas and/or New Years' falls on Saturday, Friday shall also be considered a legal holiday. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day except in cases of extreme emergency when life or property is in imminent danger.

#### 4.9 SUPERVISION

4.9.1 SUPERVISION. Supervision shall be selected solely by the Employers and they shall act as agents of the Employers and shall not apply or attempt to apply Union regulations, rules, Bylaws or provisions of the Union constitution. They shall comply with all provisions of the Labor Agreement. The Unions will not take any disciplinary action against any Foreman, General Foreman, for any action they may take in the proper performance of their duties for the Contractors.

4.9.2 FOREMEN. When three (3) or more Journeymen are fabricating or installing work, there shall be a Foreman selected by the Contractor who shall be a member in good standing of a Local Union affiliated with District Council No. 16, who shall receive not less than fifteen percent (15%) per hour above the Journeyman wage rates, and shall handle only one (1) project.

4.9.3 A Foreman or a General Foreman may supervise different crews including crews performing any of the work covered by this Agreement.

4.9.4 GENERAL FOREMEN. When two (2) or more Foremen are employed on a job, one shall be designated General Foreman. Any person who supervises two (2) or more projects at separate

geographical locations shall be designated a General Foreman. A General Foreman shall receive not less than twenty-five percent (25%) per hour above the Journeyman rate. Foremen and/or General Foremen may work with the tools.

#### 4.10 APPRENTICES & PRE-APPRENTICES

4.10.1 The Employer Trustees shall normally employ at least one (1) Apprentice each.

4.10.2 Apprentices shall be selected for dispatch at the discretion of the Business Manager, subject to such rules as may be established by the Local Joint Apprenticeship Committee. Upon the Contractor's request the Union shall dispatch Apprentices and Pre-Apprentices according to the following ratio: After the Contractor has employed one (1) Journeyman on a job site, the Local Union shall dispatch one (1) Apprentice and then one (1) Pre-Apprentice. After the Contractor has employed one (1) additional Journeymen on the same job site the Local Union shall dispatch a second Apprentice and then a second Pre-Apprentice to that job site. After a second Apprentice has been secured, the Local Union shall dispatch additional Apprentices and Pre-Apprentices only after the Contractor has employed one (1) Journeymen for each such Apprentice and Pre-Apprentice. With the approval of the Business Manager the Employer may increase the ratio of Pre-Apprentices and Apprentices to Journeymen.

4.10.3 These standards shall not be changed as they apply to work opportunities on the job without the consent of the parties hereto in regard to the ratio of jobs, Apprentice dispatching or any other aspects of the Apprentice employment or work covered under the terms of this Agreement, all of which shall be subject to the Labor Agreement.

4.10.4 Apprentice advancement shall be annually on February 15 or August 1 according to their anniversary date and only upon satisfactory completion of training. The Contractors shall be notified by the local area J.A.C. at least ten (10) days prior to the effective date of an increase when an Apprentice is advanced from one (1) year to another. It shall be a violation of this Agreement for any

Contractor to pay, or any Apprentice to accept a wage rate in excess of those set forth in this Agreement.

#### 4.11 STEWARDS

4.11.1 A Steward shall be a working employee, appointed by the Business Manager, who shall, in addition to his work as Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at any other time (it being understood and agreed that the Steward's duties shall not include any matters relating to hiring and/or termination). The Unions agree that such duties shall be performed as expeditiously as possible and the Contractors agree to allow Stewards a reasonable amount of time for performance of such duties. The Unions shall notify the Contractors of the appointment of each Steward in writing, and the Contractors, before transferring, laying off or discharging a Steward, shall notify the Union in writing of its intention to do so and give the reason therefore at least twenty-four (24) hours in advance of such intended action.

4.11.1.1 The person appointed Steward shall remain on the job as long as there is work in his particular classification which he is qualified to perform, and so long as there are three (3) men on the job, excluding the Steward; provided, however, the Steward does not engage in any activities which are contrary to the provisions of this Agreement. In no event shall a Contractor 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.

4.11.1.2 If a Steward is discharged and three (3) or more men remain on the job and the Steward is to be replaced by another Journeyman, the Business Manager shall be permitted to select a man from the Group 1 list to replace him.

4.11.2 Stewards are expected to be competent Journeymen and to do the normal amount of work required of other Journeymen, with the exception of a reasonable amount of time to perform his duties, as defined in this Section. There is no such thing as a roving or non-working Steward.

4.11.3 The duties of a Steward are primarily to ascertain that work covered by this Agreement is performed by employees covered by this Agreement, and to see that the men employed on the job have the proper referral slip and to ascertain dues are paid as required. Once per month, a Steward shall be permitted sufficient time to check the dues books of the men on the job to ascertain that they are in order.

4.11.4 If a Steward receives a complaint that employees not covered by this Agreement are performing work covered by this Agreement, or if a man on the job files a grievance with the Steward, the Steward shall be permitted a reasonable amount of time to investigate the complaint or grievance and to present the matter to the Contractor representative in charge of the job and request correction.

4.11.5 Stewards shall not argue with the Contractor representative and shall not take any action on their own initiative, but shall report matters to their Local Union office that are not corrected upon request.

4.11.6 Stewards are not authorized to leave their normal place of duty to check the status of any employees not performing work covered by this Agreement. No Steward shall be assigned to more than one job or project.

4.11.7 With respect to arbitration cases involving the discharge of Stewards, if the dispute is not settled between a Representative of the Contractor or Contractors Association and District Council No. 16, then the same may be referred to an Impartial Arbitrator to be selected by them. The Contractor and Local Union involved in the dispute shall be obligated to provide their own witnesses. All expenses of the arbitration shall be assessed against the party losing the dispute with the Impartial Arbitrator to determine which party shall be required to pay all expenses and fees. The Arbitrator shall also determine the remedy and/or damages, if any. No transcript of the proceedings shall be required. The decision of the Impartial Arbitrator shall be issued in writing five (5) days from the close of the hearing and said decision shall be final and binding upon the parties hereto.

#### 4.12 SPECIAL ISSUES

##### TEMPORARY HEAT

4.12.1 On temporary heat on new construction projects, employees covered under the terms of this Agreement shall operate all steam boilers and all steam systems operating at or under fifteen (15) pounds pressure, all hot water heating boilers and hot water heating systems, all gas or oilfired unit heaters and all refrigeration and air conditioning equipment when the aforementioned units and systems are operated prior to the acceptance of the units or systems by the owner or his agent. Such work shall be performed at the regular hourly wage on all shifts with time and one-half the regular hourly wage rate being paid for all work performed in excess of regular work week.

##### JOB INJURIES

4.12.2 Any employee injured on the job or shop to the extent of requiring a doctor's care and which injury prevents him from working, shall be paid a full day's wages and subsistence if applicable for the date of injury.

##### WELDING TESTS

4.12.3 Where Journeymen are required to take welding tests for certification, they shall before starting tests, be placed on the payroll of the individual Employer, and shall be paid in accordance with the wage schedule contained in this Agreement. Welders may be given certification papers on every job (which requires them) upon termination due to reduction in force or upon project completion.

##### TOOLS

4.12.4 The employee shall provide the following set of tools: 1. Rule, Tape; 2. Level; 3. Channel Locks; 4. Hammer; 5. Blade Screwdriver; 6. Phillips Screwdriver; 7. 14" and 18" Pipe Wrenches; 8. Striker; 9. 8" and 12" Crescent Wrench; 10. Tube Cutters; 11. Tin Snips; 12. Pencil Reamer; 13. Hacksaw; 14. Torque Wrench; 15. Nail Puller.

4.12.4.1 The tools listed in Paragraph 4.12.4 is a representative list and may be changed by mutual consent. Any changes to the list will not be more burdensome in cost or transportation than the representative list.

4.12.4.2 The Employee may opt to furnish other miscellaneous hand tools of choice, not to exceed one hundred dollars (\$100.00) in value. Under no circumstances will Power Tools, Electrical Cords, Ladders, etc. be permitted under the description of miscellaneous hand tools.

4.12.4.3 The Employer shall provide a safe locked place, where warranted, on job site for tools and equipment. Where substantial evidence of loss by fire or burglary, outside of regular working hours, of tools from the place provided by the Employer is established, the Employer will replace tools or pay an amount not to exceed the list price of the tools.

4.12.4.4 No Employee shall furnish any tools, other than as described in Paragraph 4.12.4.2 and shall not deposit any money to guarantee the safety of any tool kit. Contractor shall furnish welders with hoods, sleeves, gloves and goggles, and clear glass for hoods. Journeymen and Apprentices shall be furnished helmets for their protection. Contractors shall furnish lighters. Hoods and colored lenses, etc. broken or damaged on the job shall be replaced by the Contractor, except when damaged through negligence of the Employee. Employee shall exercise the best of care in the handling and use of a Contractor's tools and equipment, and failure on the part of an Employee to protect the Contractor's property shall be deemed sufficient cause for discharge. Special corrective lenses will not be furnished by the Contractor.

4.12.4.5 No Employee shall furnish, rent, lease or loan an automobile, truck or any other conveyance for any purpose other than to convey himself to and from work at the beginning or end of the shift. It shall not be a violation of this Paragraph for the employee to keep the Contractor's hand tools in his vehicle if he so desires, but it shall not be mandatory.

4.12.4.5.1 Hand tools are defined as small tools up to and including eighteen inch (18") wrenches, and specifically excluding all tools normally classified as shop tools.

4.12.4.6 No Employee shall be allowed to rent or lease to a Contractor any welding rig, hoist, crane, or any other type of equipment necessary to perform United Association work.

4.12.4.6.1 "Tools" and "equipment" as enumerated in this Section 4.12.4 shall be defined as any tools or piece of equipment from which an Employee derives monetary benefits regardless of how these benefits may be derived.

4.12.4.6.2 The Contractor shall furnish information, if requested by the Local Union on ownership of leased equipment.

#### 4.13 PRODUCTION AND SAFETY

4.13.1 Because the Contractors and the Unions recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, nor shall there be any restriction against the use of any kind of machinery, tools or laborsaving devices. The Contractor shall comply with all Federal, State and Local Safety and Health Laws. No one shall be required to use any machinery or tools not acceptable by the Industrial Safety Commission of the State of California, or the Federal Government safety standards, or as listed in Paragraph 4.13.2.

4.13.2 Switches that shut off whenever pressure is released on the trigger or switch shall be required on all portable power hand tools. Chain saws may be used that are not disapproved by California OSHA. It shall be a violation of this Agreement and the Contractor shall be subject to damages if any gas lines are tested illegally.

4.13.3 Safety Protection and Compensation. Employees required to work in an area where they are exposed to acids and caustics, or other hazardous conditions, shall be provided adequate protection by the Contractor, acceptable to the California State Accident Commission, and the provisions of Cal-OSHA.

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### SECTION 5 HIRING PROVISIONS

#### 5.1 HIRING PROVISIONS

5.1.1 Qualified Craftsmen. Contractors shall employ Journeymen, Plumbers, Pipefitters and Welders. Journeymen shall be P.I.P.E. / N.I.T.C. and/or UA National Certified for employment under this Agreement who have successfully passed a

P.I.P.E. / N.I.T.C. and/or UA National Certification Examination in the Plumbing or Pipefitting trade in the building and construction industry.

5.1.1.1 Hiring provisions covering Apprentices, Pre-Apprentices. Pipe Tradesmen, Pipe layers are covered under the Sections of this Agreement dealing with those classifications.

5.1.1.2 Supervision shall be considered as Journeymen for the purpose of hiring referral and transfer of men.

\* Whenever the term "P. I. P. E. / N.I.T.C. and/or UA National Certified Journeymen" is used in this Agreement, it shall not apply to workmen employed in work covered under Appendix D, Sections D.4 and D.5 of this Agreement. However, all other provisions of the hiring procedures shall be complied with.

5.1.1.3 Newly Organized workmen will be grandfathered under the terms of Section 4 for a period of up to three (3) years to meet the hour requirements and one (1) year to obtain P.I.P.E. / N.I.T.C. and/or UA National Certification.

5.1.2 Exclusive Hiring. Contractors shall hire "P.I.P.E. and/or UA National Certified Journeymen" by calling the Local Union having craft and geographical jurisdiction in which the job is to be performed. Whenever a Contractor requires a Journeyman on any job, he shall notify the Local Union office, either in writing or by telephone, stating the location, starting time, approximate duration of the job, type of work to be performed and the number of workmen required, prior to starting the job. No employee shall be required to fill out, sign or submit any information about himself except that required by law.

5.1.3 Seniority. It is the desire of the parties of this Agreement that those employees who have previously worked for Contractors in the Southern California area, as herein above defined, for the period set forth herein shall enjoy seniority rights for the purpose of employment.

5.1.4 P.I.P.E. and/or UA National Certified Journeymen shall be hired and/or rehired in accordance with the length of service with any of the Contractors in the Southern California area parties to an agreement with District Council No. 16 as follows:

5.1.5 Group 1. All P.I.P.E. / N.I.T.C. and/or UA National Certified Journeymen who have had five (5) years' actual, practical working experience in the Plumbing or Pipefitting trade in the building and construction industry and who have a total of three thousand (3,000) hours or more employment in plumbing and pipefitting within the past three (3) years in the Local Union area in which he is seeking employment. These three thousand (3,000) hours must have been accumulated within the past three (3) years working for Contractors party to and under the terms of an Agreement with District Council No. 16.

5.1.6 Group 2. All P.I.P.E. / N.I.T.C. and/or UA National Certified Journeymen who have had five (5) years actual, practical working experience in the Plumbing and Pipefitting trade in the building and construction industry and who have a total of two thousand (2,000) hours or more employment in plumbing and pipefitting within the past three (3) years working for Contractors party to and under the terms of an agreement with District Council No. 16. All P.I.P.E. / N.I.T.C. and/or UA National Certified Journeymen who have had five (5) years' actual, practical working experience in the Plumbing and Pipefitting trade in the building and construction industry, and who have a total of two thousand (2,000) hours or more employment in plumbing and pipefitting within the past three (3) years working for Contractors party to and under the terms of an agreement with District Council No. 16. Southern California and Oregon Pipe trades agree to reciprocate to meet the terms of Section 5.1.6.

5.1.7 Group 3. All Journeymen who have had five (5) years' actual, practical working experience in the Plumbing or Pipefitting trade in the building and construction industry and who have had a total of two thousand (2,000) hours or more employment in California within the past three (3) years as employees with Contractors signed to and doing work under an agreement signed with a U.A. Local Union in the State.

5.1.8 Group 4. All Journeymen who have had five (5) years' actual, practical working experience in the Plumbing and Pipefitting trade in the building and

construction industry and who have less than two thousand (2,000) hours service with any of the Contractors parties to an agreement with a U.A. Local Union outside the State of California or any applicant who qualifies as a Journeyman and who registers for hiring in accordance with the terms of this Agreement.

5.1.9 All P.I.P.E. N.I.T.C. and/or UA National Certified Journeymen who have worked for a Contractor for a period of one (1) year or more and said Contractor is signed to a Union Agreement for the first time and the P.I.P.E. / N.I.T.C. and/or UA National Certified Journeyman becomes a member of the Union according to the terms of this Agreement, shall be placed on the Group 1 list of the Local Union.

5.1.10 Lay Off Seniority. In order to have continuity in seniority, it is agreed by the parties to this Agreement when laying off employees after being hired and/or transferred, the Employer shall observe seniority rights of Group 1, 2, 3 and 4, by laying off Group 4 employees before Group 3, and Group 3 employees before Group 2, and Group 2 employees before Group 1.

## 5.2 REGISTRATION RULES

5.2.1 Each Local Union shall establish and maintain a separate appropriate registration facility for qualified applicants available for employment as P.I.P.E. / N.I.T.C. and/or UA National Certified Journeymen, Plumbers, Pipefitters, Welders and Qualified Apprentices. Applicants shall be registered on the appropriate craft out of work list; i.e., either Plumber or Pipefitters in the order of time and date of registration.

5.2.2 There shall be four groupings in each separate craft out of work list. All P.I.P.E. / N.I.T.C. and/or UA National Certified Journeymen with seniority shall be registered in Group 1 or 2, and all other Journeymen who are qualified, but without P.I.P.E. and/or UA National Certification and/or seniority, shall be registered in Group 3 or 4. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment and P.I.P.E. / N.I.T.C. and/or UA National Certification and/or licenses, as may be deemed necessary, and each applicant shall complete such forms or registration as

shall be submitted to him. Applicants for employment shall also list any special skills that they possess.

5.2.3 Selection of applicants for referral to jobs 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. The Contractors and the Unions agree that they will not discriminate against a person with regards to recruitment, hiring, promotion, demotion, transfer, rates of pay or other forms of compensation, selection of apprenticeship training, layoff or termination, or admission to Union membership because of race, religion, color, national origin, ancestry or sex.

5.2.4 The Union and the Contractor shall post in places where notices to all employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring provisions of this Agreement.

## 5.3 REFERRAL OF MEN

5.3.1 Prior to dispatch of any employee or applicant for employment, the Union shall verify that person's employment eligibility under the Immigration Reform and Control Act of 1986. The Union shall complete a U.S. Immigration and Naturalization Service Form I-9 for each employee and applicant for employment who is dispatched. However, if the Union is unable to complete verification at the time of dispatch because the employee or applicant does not have the required documents, the employee or applicant will still be eligible for dispatch, and the Union shall verify that individual's employment eligibility within three (3) days of dispatch, or twenty-one (21) days if the employee or applicant has provided a receipt showing application for a document which will establish eligibility. The Union shall keep a copy of each Form I-9 in its files for three years, or until one (1) year after the employee's last day of employment, if later, and shall complete new I-9 forms as required by I.N.S. regulations.

5.3.1.1 Upon the request of a Contractor for P.I.P.E. / N.I.T.C. and/or UA National Certified plumbers, pipefitters, welders,

qualified apprentices and pre-apprentices, the Union shall, within forty-eight (48) hours, refer registrants in sufficient number required by the Contractor in the manner and under the conditions specified in this Agreement from the separate appropriate out of work list on a first-in, first-out basis; that is, the first man registered shall be the first man referred except as set forth herein.

5.3.2 The Employer retains the right to reject a job applicant referred by the Union. It is understood that any applicant referred by the Union and rejected shall receive two (2) hours' show up pay, or four (4) hours if worked, except for work performed under Appendix D, Section D.2. Any man receiving less than a full day's pay shall retain his place on the out of work list, but he shall not be redispached to the same Contractor or the same job if so requested by the Contractor in writing.

5.3.3 When men are ordered before 10:00 A.M. for the following work day they shall report to the job at 8:00 A.M. or the agreed starting time. If they do not report at 8:00 A.M. or agreed starting time they shall be paid only for time actually worked. Dispatch hours shall be at a minimum 8:00 A.M. to 10:00 A.M. Monday through Friday. Any Local Union desiring to change the dispatching hours must obtain approval of the Joint Arbitration Board.

5.3.4 Contractors shall be privileged to call Group 1 employees, as provided in Paragraph 5.3.5, by name. Such request shall be honored without regard to the individual's position on the out of work list. All such requests shall be confirmed in writing when requested by the Business Manager of the Local Union. However, any Contractor or employee who violates these hiring provisions shall be subject to damages. All such disputes shall be heard in accordance with the grievance procedures in Appendix B, Section B.2 and damages shall be assessed by the Joint Arbitration Board or its Subcommittee established in Appendix B, Section B.3.

5.3.5 The first man on each job in each classification shall come from Group 1 or Group 2 and may be called by name. The first man on each job may be replaced at

any time by the Contractor. Such replacement must be on the job within seven (7) days. The second man on each job in each classification shall come from Group 1, and may be called by name. The third man on each job in any classification may be designated by the Business Manager and shall come from the Group 1 list. Thereafter, all other calls by name in each classification shall be on a 50-50 alternating basis from Group 1 list.

5.3.5.1 All men dispatched other than called by name, shall come from the out of work list in their proper order. Layoffs due to a reduction in force are to be in the same ratio so that, within a margin of one man, employees on the job will be equally divided between those called by name and those from the out of work list. At no time shall the ratio of call by name be greater than one over the 50-50.

5.3.6 Except as provided in Appendix C, Paragraph C.1.1.2 no Journeyman who holds a Contractor's license shall be permitted to work on work covered by this Agreement unless he submits evidence that he made his Contractor's license inactive through the procedures specified by the California Contractor's State License Board. Further, Contractors who have signed the Agreement as an Employer and subsequently go out of business and desire to register for employment on work covered by the Agreement shall be required as a condition precedent thereto, to sign an agreement not to engage in business as a Contractor for the duration of the Labor Agreement in effect at that time.

5.3.7 Men with special skills and abilities shall be dispatched according to rules to be issued by the Joint Arbitration Board established in Appendix B, Section B.3.

5.3.8 In the event a Contractor within forty-eight (48) hours of request to the Union does not obtain the number of employees needed, the Contractor may obtain employees from any other source without regard to Section 5.1, which provisions shall not be applicable to such employees, and such employees shall register with the Local Union Dispatch Office prior to reporting to work and be referred by the Local Union to the job, and he shall be restricted to the job to which he is dispatched. Job order requests by Employers shall be voided if not renewed after one week.

#### 5.4 TRANSFER OF MEN

5.4.1 Contractors shall have the right to transfer ten (10) qualified employees from one DC 16 affiliated Local Union's jurisdiction into another DC 16 affiliated Local Union's jurisdiction with the following provisions: All qualified employees must comply with section 5.4.2. The transfers shall conform to: The first, second, and third employee transferred by Contractor, the fourth employee assigned by the Local Union Business Manager, the fifth employee transferred by Contractor, the sixth employee assigned by the Local Union Business Manager, the seventh thru the twelfth employee transferred by Contractor and onward on a 50/50 call by name ratio. When the Local Union is unable to fill manpower requests from their Local Unions lists within 48 hours of the request, the contractor has the right to transfer additional qualified employees into the Local Unions jurisdiction. When a Local Union can fill manpower requests from their Local Union's Group 1 list, the Contractor shall maintain the right for 50/50 call by name ratio.

5.4.2 Contractors may transfer Group 1 or Group 2 employees from one Local Union's jurisdiction into another Local Union's jurisdiction. Transferred employees must have worked for said Contractor for at least one hundred sixty (160) hours immediately prior to transfer of which a minimum of eighty (80) hours on the job site from which he is being transferred. An employee who is transferred may be exchanged for another transferred employee, may transfer from job site to job site within the Local Union's jurisdiction into which he has been transferred, and may be removed from that Local Union's jurisdiction temporarily and be subsequently brought back in so long as all the requirements of this Section are satisfied.

5.4.4 All employees to be transferred shall report to the Local Union Business Manager or his designee prior to reporting for work. This shall be accomplished in one of the following manners:

5.4.4.1 The individual transferred employee may pick up and deliver his travel card and obtain his dispatch slip in person or.

5.4.4.2 The Contractor may, on a form developed by the parties for that purpose, advise the Local Union that an employee is being transferred into its jurisdiction. This form may be delivered by e-mail, first class mail or by fax to the Local Union, with a copy retained by the employee which shall be the equivalent of a dispatch slip. The employees hereby agree that such form is the equivalent of a travel card, thereby subjecting the employee to the jurisdiction and authority of the Local Union to which he is transferred and requiring the payment of any travel fees which shall be deducted from the employees' pay and remitted to the Local Union. If a Contractor fails to advise the Local Union that the transferred employee has left the Local Union's jurisdiction, or has terminated his employ with the Contractor, the Contractor shall be liable to the Local Union in damages for an amount not to exceed the equivalent of four (4) weeks' travel fees.

5.4.4.3 Contractors penalties for violation of fax transfer policy.

1<sup>st</sup> violation: 90 day no fax transfer, hard card still deposit and still entitled to 10 of 12 transfer with 6 months probation.

2<sup>nd</sup> violation: no fax transfer, limited to 3 of 4 transfer and 1 year probation.

3<sup>rd</sup> violation: no fax transfer, limited to 3 of 4 transfer for length of contract.

5.4.4.4 On jobs of one day duration or less, the Contractor shall notify the Local Union having area jurisdiction in advance of any work being performed, giving the location of the job and the names of the employee(s) being transferred.

5.4.4.5 In case of emergency, the Contractor shall notify by telephone and confirm in writing to the Local Union within forty-eight (48) hours thereafter. Contractors in violation of this Section of the Agreement may be prohibited from further rights to transfer employees by the Joint Arbitration Board, providing that charges have been properly preferred by the Local Union and the Contractor is found guilty of such violation. General Superintendents shall be excluded.

5.4.4.6 Concrete coring contractors, residential vacuum system contractors, single family solar system contractors, fire safety contractors, fiberglass tub and shower installers may move men on each

job without restriction throughout the area of District Council No. 16.

#### 5.5 UNION SECURITY

5.5.1 The Contractors agree that employees employed by the Contractors for a period of seven (7) days or accumulatively within the multi-employer unit and procured in accordance with Section 5.1 of this Agreement, or procured from other sources by the Contractor, shall become members of the appropriate Local Union immediately upon terms and qualifications not more burdensome than those applicable at such times to other applicants of that Union, and that, after seven (7) days of employment, as set forth above, the employees shall maintain their membership in the Union as a condition of continued employment.

5.5.2 Membership in the Union is defined to mean the tendering of initiation and uniform assessments and periodic dues per the Constitution and Bylaws of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and the Constitution and Bylaws of all its subordinate bodies. Such dues and uniform assessments shall be due and payable by the tenth (10th) day of the current month.

5.5.2.1 Any Employer covered by the provisions of this Agreement hereby agrees to deduct from the wages of any employee doing work covered by this Agreement District Council 16 and Local Union Administrative Dues check-off (uniform throughout the District Council). The Employer will deduct the proper amounts in any given payroll period and will remit such sums to the Southern California Pipe Trades Trust Fund with Southern California Pipe Trades Trust Fund monthly contribution reporting form provided the employees in question have signed a valid authorization card, authorizing such deduction.

5.5.2.2 Such assignment and authorization shall become effective as of the date it is executed and shall be irrevocable for the period of one (1) year or until the termination of the Agreement whichever occurs earlier, and this assignment and authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or

for the period of each succeeding applicable collective Agreement between the Employer and Union, whichever period shall be shorter, unless written notice is given by employee to the Employer and the Union not less than ten (10) days nor more than fifteen (15) days immediately prior to the expiration of each period of one (1) year or of each applicable collective bargaining Agreement, whichever occurs earlier.

#### 5.6 CLASSIFICATION

5.6.1 The Contractors agree to recognize and observe classification of qualified craftsmen as set forth in hiring provisions.

5.6.2 One classification may do the work of another classification, provided the work to be performed may be completed in eight (8) hours or less by one man. The Contractor will not willfully assign men out of classification. Violations of this Section shall be referred to the Joint Arbitration Board.

5.6.3 PRE-APPRENTICES: Employers wishing to hire Pre-Apprentices may do so as long as there are not more Pre-Apprentices on any job site or shop than there are Apprentices. Layoff due to reduction in force are to be in the same ratio.

5.6.4 Pre-Apprentices and Apprentices will not be counted in reference to crew size for purpose of determining Foremen and General Foremen.

#### 5.7 FAILURE TO MEET OBLIGATIONS

5.7.1 On any job or project which has been partially completed by one Contractor and work thereon has stopped because of the failure of the Contractor to meet his current obligations, and money is due and payable to employees either as wages or fringe benefits and has not been paid, it shall not be a violation of this Agreement for the Union to refuse to permit persons covered by this Agreement to work on said job or project until all such wages and fringe benefits have been paid.

5.7.2 Nor shall it be a violation for the Union to remove workmen who are working on said job. The Union's right to refuse to permit workmen to work on the job because of unpaid wages and fringe benefits, may be taken without prior resort

to the grievance and arbitration procedures contained in this Agreement.

#### 5.8 SUBCONTRACTING

5.8.1 Subcontracting — Damages. Employees who violate the Agreement by contracting or subcontracting work, who violate this Agreement by working hours prohibited by agreement, who work for substandard wages, or who knowingly work for less fringe benefits than required by contract, and such violation has been brought before the Subcommittee of the Joint Arbitration Board and so affirmed, shall be automatically assessed one (1) day's wages for each day or fraction thereof of such proved violation, said penalty to revert to the SOUTHERN CALIFORNIA PIPE TRADES RETIREMENT TRUST FUND. Any employee who conspires with the Contractor to evade the contract terms, and charges have been filed and is found guilty by the Joint Arbitration Board, shall be immediately discharged. Contractors who conspire with employees to evade the contract terms by subcontracting or lumping work to an employee, or who lease or otherwise use any equipment owned in whole or part by an employee, and charges have been properly brought before the Joint Arbitration Board or its Subcommittee and the contractor has been found guilty of the charge, shall be assessed one hundred dollars (\$100.00) for each day such violation occurred. Said damages to be paid to the Pension Fund established under this Agreement.

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### SECTION 6 JURISDICTION

6.1.1 It is recognized by the parties hereto that it is mutually desirable to have all of the work described in this Agreement performed by employees covered by this Agreement and to that end they will utilize their best efforts to see that this is done to the extent permissible by law.

6.1.2 To further this aim of protecting present work and reclaiming work lost, the Contractor shall submit in writing to the Union having jurisdiction, prior to starting any construction job, the location of the job where the contract is in excess of \$50,000.

6.1.3 The Employer agrees that all work covered in this Agreement, except those items excluded and listed below, including, but not limited to all fabrication and installation work over which the Employer has control, shall be performed by the Employer under the terms and conditions of this Agreement.

6.1.4 In the event any fabrication and/or installation work mentioned in Paragraph 6.1.3 has been performed, is being performed, or will be performed by anyone other than employees working for Employers in accordance with the provisions of this Agreement, the Employer agrees to redo the work or pay the equivalent of wages and fringe benefits lost by employees covered by this Agreement, as determined by the Joint Arbitration Board or its Subcommittee into the SOUTHERN CALIFORNIA PIPE TRADES RETIREMENT TRUST FUND within ten (10) days of date of receipt of the decision of the Joint Arbitration Board. If two (2) or more Contractors are involved on such work, the Joint Arbitration Board shall decide which Contractor or Contractors are liable and the amount of liability. Contractors signed to this Agreement shall be bound by it on all jobs or projects in its entirety.

6.1.5 The Contractor agrees that neither he nor any of his subcontractors on the site will subcontract any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure or other work except to a person, firm or corporation party to the District Council No. 16 Master Labor Agreement.

6.1.6 This Agreement shall cover all future locations which the Employer may operate during the term of this Agreement, or any extension thereof.

6.1.7 Whenever a Contractor has definite knowledge that he is taking over a contract for a job that has been partially completed by another Contractor, he shall notify the Local Union holding jurisdiction in writing before starting work.

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## SECTION 7 FABRICATION & INSTALLATION

7.1.1 "Fabrication" is defined to mean cutting, threading and/or joining together

by any means or method of kinds of pipe and nonstructural pipe and equipment supports regardless of its composition or structure."

7.1.2 Standard millrun lengths of pipe sixteen feet (16') or over are not fabricated material for the purpose of this Agreement. Custom lengths are fabricated material with the exception of nipples up to twelve inches (12") in length. Unistrut or similar material less than ten feet (10') in length shall be considered fabricated material for the purpose of this Section. Victaulic grooving or cutting to length of such pipe is fabricated material excluding standard millrun lengths sixteen feet (16') or over and nipples up to twelve inches (12").

7.1.3 All pipe and nonstructural pipe and equipment supports fabricated for specialty units, service facilities, heating, refrigeration and air-conditioning equipment used in buildings, facilities or manufacturing establishments, shall be fabricated under the terms of this Agreement and may be installed throughout District Council No. 16.

7.1.4 All pipe and nonstructural pipe and equipment supports may be fabricated in the Contractor's shop or yard, if located in the area covered by this Agreement, and transported for installation on any job in the geographical area covered by this Agreement including all work covered under this Agreement performed by employees covered under this Agreement on residential prefabricated modular component construction, plumbing, heating, commercial and industrial piping.

7.1.5 Manufactured components which are not purchased by the Employer, shall be excluded from this Fabrication Section. However, such components shall be handled and installed under the terms of this Agreement. As used in this Paragraph the term "Manufactured Components" which are to become part of a piping system means either singular or in combination and all the piping included thereon, but not the pipe and pipe formations between manufactured components which is customarily the work of employees under this Agreement.

7.1.6 All catalog items, such as clamps, u-bolts, all thread rod, etc. may be purchased from any source at the option of the

Employer. Erection of such items shall be covered by the terms of this Agreement.

7.1.7 Whenever a Contractor desires to fabricate pipe and related material in his shop or yard and transport it to be installed on a job site, all such fabricated pipe must have a District Council No. 16 label affixed thereto and be signed by the shop Steward, verifying the fact that the fabrication was done in accordance with the terms and conditions of this Agreement. Any employee signing a false statement for such fabrication shall be immediately discharged if found guilty by the Joint Arbitration Board.

7.1.8 Whenever a Union Representative discovers work being performed which he considers to be in violation of this Agreement, the procedure must be as follows:

7.1.8.1 The Business Manager or his designee shall file a complaint in writing, or by telephone with confirmation in writing within forty-eight (48) hours, with the Joint Arbitration Board by notifying the Contractor, Contractors Association and District Council No. 16 that said Contractor is violating this Section. The Business Manager shall send a letter to District Council No. 16 and the Contractors Association naming the individual or individuals who are authorized to sign charges against the Contractors. Complaints arising under the Agreement will be handled by the Joint Arbitration Board or its Subcommittee.

7.1.8.2 The Secretary of the Joint Arbitration Board shall immediately send a telegram and/or certified or registered letter, return receipt requested, to the Contractor's last known address on file with District Council No. 16, advising him that such a complaint has been filed.

7.1.8.3 The Joint Arbitration Board, or a Joint Subcommittee thereof, shall immediately investigate said complaint. In the event the Board, or the Subcommittee, finds that the work in question is or is not in violation of this Section, they shall so inform the Contractor and the complaining Union, and shall determine the corrective measures that must be taken by the Contractor if the contract has been violated. Said decision shall be final and binding on all parties hereto if made by the Joint Arbitration Board. Either party shall



have the right to appeal the decision of the Joint Subcommittee provided such appeal is filed in writing, certified mail, return receipt requested, to both the parties signatory hereto, within five (5) days after receipt of notification of the decision of the Joint Subcommittee.

7.1.8.4 Failure to comply with the provisions of this Section of the Agreement shall give the Joint Arbitration Board the right to require the offending Contractor to fabricate all material on the job site, which is to be installed in the area where the violation occurred, for a period of time to be determined by the Joint Arbitration Board, and such other damages, or make any other award against the Employer which it may deem appropriate under the circumstances of the particular case.

7.1.9 On work covered in Section 7.1.4 Journeymen are to be paid at eighty-five percent (85%) of base taxable wages, plus one hundred percent (100%) of all fringe benefits listed in Appendix E or Appendix D, Section D.3, whichever is applicable.

7.1.9.1 Industrial piping two inch (2") and under shall be fabricated in accordance with Appendix D, Section D.3, paragraph D.3.4.

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## SECTION 8 FAVORED NATIONS

### 8.1. FAVORED NATIONS / PROJECT AGREEMENTS / ADDENDUM AGREEMENTS.

8.1.1 If, during the term of this Agreement, the Union negotiates an agreement with any "Recognized Employer Association" which provides more favorable wages, hours or working conditions for the type of work covered by this Agreement than the wages, hours or working conditions contained in this Agreement then, in that event, CPMCA may at its option adopt those more favorable conditions by written notice to District Council No. 16.

8.1.2 It is understood and agreed that the Union has entered into other agreements containing clauses similar to Subparagraph 1.6 above and that the Union interprets those clauses as requiring the signatory employer or employer association to adopt all the terms of an agreement allegedly

containing more favorable wages, hours or working conditions and not just the more favorable conditions. So long as the Union interprets and applies such similar clauses in other agreements in this fashion, then CPMCA, in exercising its option under Subparagraph 8.1.1 shall likewise be required to adopt all of the terms of a more favorable agreement.

8.1.3 CPMCA shall have the same option described in subparagraphs 8.1.1 and 8.1.2 above in the case of any independent contract (i.e., an agreement executed by the Union with an individual employer not represented by an association and not limited to a single project), provided that the independent contract also contains a favored nations clause.

8.1.4 In the event the Union negotiates a project agreement (i.e., an agreement limited to a single project) before the owner or general contractor has selected a plumbing or piping contractor, it is agreed that the terms of any such project agreement shall apply to any contractor bidding on the project and the Union shall provide CPMCA with a copy of the project agreement so that CPMCA may advise the contractors it represents to take into account the terms of the project agreement in any bid submittal for the project.

8.1.5 The parties hereto recognize that the Local Unions have been authorized to adopt certain "addendum" to this Agreement, such as the Housing Addendum. If a Local Union elects to adopt any such addendum, District Council No. 16 shall advise CPMCA and CPMCA will make known to its Contractors that the addendum is available throughout the electing Local Union to any contractor choosing to execute it. If a Local Union confines its adoption of an addendum to a particular project, then the terms of the addendum will be available only to those contractors bidding on that project.

8.1.6 For the purposes of this understanding, "Recognized Employer Associations" shall mean an association of Employers which is formally organized as a recognized legal entity, with its offices located within California, with a Federal Tax Identification Number, and a California Tax Identification Number.

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## SECTION 9 TERM-TERMINATION AND RENEWAL

### 9.1 TERM TERMINATION AND RENEWAL

9.1.1 This Agreement shall commence on the first day of July 2011, and shall continue until midnight on the 30th of June, 2014. It is agreed that negotiations on the terms and conditions of a new contract shall begin not later than February 1, 2014, and continue until agreement is reached or the contract expires at midnight June 30, 2014, whichever occurs earlier, unless an extension of time is mutually agreed upon by the parties hereto.

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## APPENDIX A SCOPE OF WORK

A.1.1 This Agreement shall apply to and cover all employees of the Contractors employed to perform or performing all plumbing and piping work of every description as listed hereinafter in the area known as Southern California, more particularly described as the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, Inyo, Kern, Mono and San Luis Obispo, and all off-shore Islands and Platforms.

A.1.1.1 All piping for plumbing, water, waste drains, floor drains, drain grates, supply downspout piping, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or nonmetallic pipe used inside property lines.

A.1.2 All piping for water filters, water softeners, sub water meters and setting of same.

A.1.3 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.

A.1.4 All water services from mains to buildings, including sub water meters.

A.1.5 All water mains from whatever source, including branches and fire hydrants, etc.

A.1.6 All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.

A.1.6.1 The sealing of sleeves, penetrations, holes, chases, passages, or openings of any kind in concrete, metal or any other material by means of machinery, tools and equipment powered by any other method, the purpose of which is to seal after the passage, placing or installation of pipe conduit, tubing or any other material installed by employees of contractors in the plumbing, heating and piping industries, for work covered under this agreement.

A.1.7 All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washroom, shower stalls, etc.

A.1.8 All bathroom, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, backing and necessary supports.

A.1.9 All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.

A.1.10 All sheet lead lining for fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.

A.1.11 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.

A.1.12 All block tin coils, carbonic gas piping, for soda fountains, bars, etc.

A.1.13 All piping for racks of every description, whether screwed or welded.

A.1.14 All piping for pneumatic vacuum cleaning systems of every description.

A.1.15 All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars,

railway motor cars, and railway locomotives.

A.1.16 All marine piping and all piping used in connection with ship building and ship yards.

A.1.17 All power plant piping of every description.

A.1.18 All handling, assembling and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers and erection of same.

A.1.19 All internal and external piping on boilers, heaters, tanks and evaporators, water legs; water backs and water grates, boilers compound equipment, etc. Excluding package boilers that are shipped preassembled. Separate packages of prefabrication will not be considered preassembled.

A.1.20 All soot blowers and soot collecting piping systems.

A.1.21 The setting, erecting and piping for all smoke washing and regulating devices.

A.1.22 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.

A.1.23 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 powerhouses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.

A.1.24 All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and byproducts and refining of same, for any and all purposes.

A.1.25 The setting and erecting of all underfed stokers, fuel burners and piping, including gas, oil power fuel, hot and cool air piping and all accessories and parts of burners and stokers, etc.

A.1.26 All ash collecting and conveyor piping systems, including all air washing and dust collecting piping equipment, accessories and appurtenances and regulating devices, etc.

A.1.27 The setting and erecting of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, mixing devices and piping thereto of every description.

A.1.28 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.

A.1.29 All fire extinguishing systems and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.

A.1.30 All piping for sterilizing, chemical treatment, deodorizers and all cleaning systems of every description and laundries for all purposes.

A.1.31 All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

A.1.32 All piping for power or heating purposes, either by water, air, steam, gas, oil chemicals or any other method.

A.1.33 All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, solar systems, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, or by any method, and the charging, testing and servicing of all work after completion.

A.1.34 All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.

A.1.35 All piping to stoves, fire grates, blasts and heating furnaces, ovens, driers, heaters, oil burners, stokes and boilers and cooling utensils, etc. of every description.

A.1.36 All piping in connection with central distributing filtration treatment stations, boosting stations, waste 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.

A.1.37 All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.

A.1.38 All air piping of every description.

A.1.39 All temporary piping of every description in connection with building and construction work, excavating and underground construction.

A.1.40 The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, backing supports, sleeves, thimbles, hangers, conduits and boxes used in connection with pipefitting industry.

A.1.41 The handling and setting of boilers, setting of soot blowers and attaching of all boilers trimmings.

A.1.42 All pipe transportation lines for gas, oil, gasoline fluids, and liquids, water aqueducts, water lines and booster stations of every description.

A.1.43 All acetylene, heliarc, heavy wall, micro wire welding 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.

A.1.44 Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

A.1.45 All methods of stress relieving of all pipe joints made by every mode or method.

A.1.46 The assembling and erecting of tanks, used for mechanical manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.

A.1.47 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 pipefitting industry.

A.1.48 The operating, start up, maintenance, repairing, servicing and

dismantling of all work installed by Journeymen.

A.1.49 All piping for cataracts, cascades, i.e., artificial waterfalls, makeup water fountains, captured waters used for industrial, manufacturing, commercial or for any other purpose. Excluding custom made circular piping formations for decorative fountains.

A.1.50 Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shapes.

A.1.51 All layout and takeoff work, if performed by other than the owner, on the job site.

A.1.52 Chlorination piping work including hooking up of pumps, and the installation and operation of chlorination equipment is covered under the Labor Agreement. Sterilization and chemical analysis are not covered by the Agreement.

A.1.53 Start up, testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under the Agreement.

A.1.54 Operation and servicing of welding machines used by U.A. members.

A.1.55 Charging water softeners.

A.1.56 The installation of reheat coils and controls when attached. Excluding coils that are totally supported by duct work.

A.1.57 Wrapping of field joints on all prewrapped pipe and pipe formations.

A.1.58 All water heaters, floor furnaces, suspended gas and oil fired heaters, including vents for same and excluding duct work.

A.1.59 Handling, including delivery or pick up at job site to or from delivery vehicles, setting, rigging, erecting and fabricating by any mode or method of all U.A. jurisdiction covered under this Paragraph.

A.1.60 All solar systems and components thereof (excluding catalog panel supports).

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## APPENDIX B GRIEVANCE & ARBITRATION

### B.1 STRIKES AND LOCKOUTS

B.1.1 If a Contractor is performing work on a job, it shall not be a violation of this Agreement or cause for discharge or disciplinary action in the event that the Building Construction Trades Council or any of its affiliated Unions places a lawful primary picket line on such job and any employee refuses to go through or work behind any such lawful picket line. Nor shall the Contractors be deemed to have violated this Agreement if they cease operations during the period of a stoppage of work by the Unions other than those who are parties hereto.

B.1.2 Before a Business Agent or Representative of a Union signatory to this Agreement shall request action which would strike a project upon which an Employer, party to this Agreement, is operating, said Business Agent or Union Representative shall notify said Employer forty-eight (48) hours before such strike is to become effective or before such action is taken by said Business Agent or Representative.

### B.2 GRIEVANCE PROCEDURE

B.2.1 All grievances or disputes must be brought to the attention of the Employer, or his representative above the rank of Foreman, within ten (10) work days of the known occurrence giving rise to the dispute, or it shall be waived; and in no event shall any retroactive adjustment be required in excess of thirty (30) work days from the date the grievance or dispute is brought to the attention of the Employer. The thirty (30) days' limitation shall not apply to employer contributions. Grievances or complaints may be filed by a Local Union signatory hereto, the Contractor, Contractors Association, or District Council No. 16 Representatives. Grievances or complaints may be filed by the Trustees of any Trust Fund ten (10) days after the Employer has been notified that he is delinquent in his fringe benefit contributions. Such grievances and disputes shall be initiated in accordance with the procedure set forth in this

Paragraph. All time limits set forth in this Section may be extended by mutual agreement between the Contractor and/or Contractors Association and District Council No. 16.

B.2.2 Step One. The Steward or the Union Representative is to receive grievances or disputes from employees covered by this Agreement, and report them to his Business Manager, who shall then attempt to adjust said grievance or dispute with the Contractor Representative performing the work.

B.2.3 Step Two. In the event that such dispute cannot be adjusted in this manner within twenty-four (24) work hours after complaint has been submitted, the same shall be submitted in writing within an additional twenty-four (24) work hours to the Subcommittee of the Joint Arbitration Board with copies to the Contractor and/or Contractors Association and District Council No. 16.

B.2.4 Step Three. If referred by a member of the Subcommittee, or appealed by the affected Employer or Local Union, the Joint Arbitration Board shall convene at its next meeting after the dispute has been referred to it. Any Contractor or Union cited before the Joint Arbitration Board shall have at least ten (10) calendar days' notice of the hearing, unless a lesser period of time is agreed to between the complaining Union and the Contractor. The final decision must be rendered as soon as possible after the complaint is heard by the Joint Arbitration Board. All the time limits set forth in this Section may be extended by mutual agreement between the Contractor and/or the Contractors Association and District Council No. 16. In the event any party cited before the Joint Arbitration Board or the Subcommittee fails to appear after receiving notice in conformity with Appendix B, Paragraph B.2.8, the Joint Arbitration Board or Subcommittee shall have the power to hear and determine the matter based solely upon the evidence of the party or person making the complaint.

B.2.5 Step Four. In the event the Joint Arbitration Board is unable by majority vote to agree, they may submit the dispute to a referee chosen by the Board. If the Board is unable to select a referee, either party may immediately request the Federal Mediation and Conciliation Service to

submit the names of five (5) persons qualified to act as referee. When said list has been presented to representatives of the parties hereto, each shall have the choice of alternately rejecting the names of two of those five persons, with the order of choice being determined by lot, and the remaining, or fifth person shall be selected as the referee within forty (40) work hours after submission of said list. The referee's decision shall be final and binding on both parties.

B.2.6 It is specifically agreed that the terms and conditions of this Agreement shall be binding upon the Joint Arbitration Board and/or the Impartial Arbitrator and that he or they shall have no authority to alter, amend, or revise the wages, hours and other conditions set forth herein, it being the intent that such Board and/or arbitrator's authority and decision shall be within the scope and limited to the application of terms and conditions hereof. The parties hereto agree that a decision rendered by a majority of the Arbitration Board and/or the Impartial Arbitrator shall be final and binding upon them. All costs of the impartial arbitrator shall be divided equally between the Contractor and the Local Union involved.

B.2.7 All disputes between the parties regarding the interpretation or application of any of the terms or conditions of this Agreement shall be submitted to arbitration in the manner provided in this Section.

B.2.8 Contractors will not be cited before the Joint Arbitration Board except on charges preferred by the Business Manager of a Local Union, or his designee, except when the charge has been filed by the Trustees of any Trust Fund for nonpayment of fringe benefit contributions.

B.2.8.1 Such charges must be made on a form designated by the Joint Arbitration Board. Such charges shall not be accepted unless the form shows the Business Manager or his designee, or the Trustees of any Trust Fund, attempted to contact the Employer without success to settle the grievance prior to submitting such complaint to the Board. Copies of such charges must be immediately sent Certified Mail, return receipt requested, to the Contractor (or Local Union) the complaint is against, with a copy to the

Contractor and/or the Contractors Association and District Council No. 16. The complaining party must give immediate notice to the Contractors and/or Contractors Association and District Council No. 16 when a dispute is settled after having been referred to them in writing. The Unions agree that such Board procedure will not be used to harass a Contractor, and the Employers agree to give full consideration to all charges, particularly repeated violations of the contract.

B.2.8.2 The signatory parties hereto agree that service of the charges, the notice of hearing before the Joint Arbitration Board or Subcommittee, and notice of the decision of the Joint Arbitration Board or Subcommittee shall be deemed to have been properly served upon the party cited if it is sent by Certified Mail, return receipt requested, at said person's last known home or business address, as posted with District Council No. 16. The signatory parties hereto agree that the address appearing as contained in the Contractors Roster of the Contractors Association or District Council No. 16 shall be the last known address of the person cited, and the person cited agrees that service at this address will be deemed sufficient both for notice of hearing and of the decision of the Joint Arbitration Board or Joint Arbitration Board Subcommittee. It shall be the affirmative duty of all the signatory parties hereto to keep the secretary of the Joint Arbitration Board or Subcommittee advised of said person's last known address. The signatory parties hereto hereby waive any claim that they were not served properly if service as above set forth was made as set forth in this Section.

B.2.9 All jurisdiction disputes between Unions signatory hereto shall be decided by the United Association, and shall be binding on the Local Union and the Contractor.

B.2.10 Both parties hereto agree to maintain proper personnel and facilities to carry out the terms and conditions of this Agreement.

B.2.11 The Unions may take any lawful action they deem necessary against any Contractor who has failed, neglected or refused to comply with or execute any settlement or decision reached through the provisions of Appendix B, Section B.2 and

B.3 of the Agreement, except a decision involving violations of Paragraphs 2.1.5 and 6.1.5 of this Agreement. The Union shall have the right to strike, picket, remove men or engage in any economic activity in the event the Employer fails to pay wages, fringe benefits or fails to post the required bond.

### B.3 JOINT ARBITRATION BOARD

B.3.1 Within thirty (30) days after the execution of this Agreement, the Contractors shall elect five (5) representatives and sufficient alternates, and the Union shall elect five (5) representatives and sufficient alternates, as members of the Joint Arbitration Board, which shall be known as the Joint Arbitration Board of the California Plumbing and Mechanical Contractors Association. In the event of the absence of any representative elected by the Unions, the remaining representatives elected by the Unions, may vote in behalf of such absent representative. In the event of the absence of any representative elected by the Contractors, the remaining representative elected by the Contractors may vote in behalf of such absent representative. Such Joint Arbitration Board shall have the following power and duties:

B.3.1.1 The Contractors signatory to this Agreement agree that the Joint Arbitration Board established between District Council No. 16 and the Contractors Association will be the Joint Arbitration Board as listed in this Agreement and such Board and/or its Subcommittee will have full authority to process all grievances, disputes, violations and/or other items as spelled out by the Agreement as being under their jurisdiction, and any decision rendered by such Board shall be final and binding on both Contractor and Union and any employees involved.

B.3.1.2 To supervise and control the operation of the job referral system of all Contractors under agreement with the Union.

B.3.1.3 To promulgate any and all rules and regulations from time to time that it deems advisable for the operation of the exclusive job referral plan, and to assess damages and/or penalties against Contractors, Local Unions, and/or workmen for violation of this Agreement.

B.3.1.4 To supervise the posting by the parties of all rules and regulations relating to the functioning of the referral plan at the Union Dispatch Office and at the Contractor's Office and job site.

B.3.1.5 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 out of work registration, work referrals and the preparation of the referral registration lists. Any applicants or registrant shall have the right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Arbitration Board. If any question arises as to the qualifications and competence of an applicant, the Joint Arbitration Board shall make the determination. Such determination shall be fair and impartial, without regard to applicant's membership or nonmembership in the Union, and shall be final and binding on both parties.

B.3.1.6 To inspect at all times any of the books, records, procedures or operations of any Hiring Hall operated for the procurement of men under the terms of this Agreement or the Independent Master Agreement. To see that the operation of the Hiring Halls are conducted according to the rules and regulations adopted for such Halls. Any Hiring Hall denying such rights to the Joint Board shall be subject to immediate suspension of the privilege of dispatching men to Contractors covered under the terms of this Agreement and Contractors shall be denied the right to procure men from such a Hiring Hall.

B.3.1.7 During such time as a Hiring Hall is under suspension and until such time as the Joint Board clears the Hall of discriminatory practices and approves the necessary methods of correction, the Contractors shall procure all employees from the other approved Hiring Halls covered under the terms of this Agreement. The Contractors shall immediately be subject to the reuse of such a Hall on clearance by the Joint Board.

B.3.1.8 Prior to action being taken as outlined, the United Association General Offices shall be notified of the violations and given a ten (10) day notice to arrange for inspection of the records and procedure.

B.3.1.9 Upon receipt of complaint filed pursuant to the provisions of Paragraph 7.1.8 to perform all the functions and duties provided for in Paragraphs 7.1.8.1, 7.1.8.2, 7.1.8.3, and 7.1.8.4.

B.3.1.10 To perform all the functions and duties provided for in Appendix B, Section B.2.

B.3.1.11 The Joint Arbitration Board or the Subcommittee shall have the right not only to determine whether there has been a violation of this Agreement, but shall also have the right to devise an appropriate remedy, including allowance of attorney's fees, costs of enforcement and interest from the date of decision, if court proceedings are required to enforce the decision. In addition, the Joint Arbitration Board and Subcommittee shall have the right to determine whether a party cited before the Joint Arbitration Board or Subcommittee has been properly cited and whether the provisions for notice have been complied with.

B.3.1.12 The Joint Arbitration Board and Subcommittee shall have the further right to determine whether a party is signatory to this Agreement; whether any particular dispute is subject to the grievance procedure of this Agreement; and shall have the right to determine any and all defenses or contentions, legal or otherwise, raised by any person. Upon the rendering of the decision by the Joint Arbitration Board, the Chairman and Secretary may execute any written award on behalf of all the members of the Board.

B.3.2 The Board shall meet periodically to review the operation of this Agreement, labor supply and general technical and economic conditions of the Plumbing, Heating and Piping Industry and make recommendations to the parties which will be beneficial to the industry and the general public.

B.3.3 The Board shall have the right to assess damages against Contractors, workmen or any of the Local Unions signatory hereto for violation of this Agreement, including but not limited to:

B.3.3.1 The right to hear and determine damages against any of the Local Unions signatory hereto, including alleged

violations of Appendix C, Paragraphs C.4.55 and C.4.6 of this Agreement.

B.3.3.2 The right to remove workmen from the shop or job for a period of one (1) year.

B.3.3.3 The right to deny the use of the Hiring Hall to either the Contractor or workmen except for violation of Paragraphs 2.1.5 and 6.1.5 of this Agreement.

B.3.3.4 The right to suspend for any period of time, the Contractor's right to call for workmen by name from the Union's out of work list.

B.3.3.5 The right to suspend for any period of time the Contractor's right to transfer workmen from the jurisdiction of one Local Union to the jurisdiction of another Local Union.

B.3.3.6 The right to determine where any assessments or damages are to be paid except as otherwise provided in this Agreement. Damages for all grievances for breaches of these collective bargaining Agreements shall be payable as additional revenue contributions for the SOUTHERN CALIFORNIA PIPE TRADES RETIREMENT TRUST FUND where no identified grievant employee is determined eligible for such damages.

B.3.3.7 The right to require a bond for wages or fringe benefit contributions after one or more defaults or delinquencies.

B.3.3.8 The right to require a contributing Contractor to permit the Trust Funds to audit his accounting records to determine that contributions have been properly made.

B.3.4 The Joint Arbitration Board may delegate any and all of its powers and duties to a Joint Subcommittee which shall consist of no less than one (1) person designated by the Contractors Association and one (1) person designated by District Council No. 16. Said Subcommittee shall have the authority to hear complaints of contract violations and shall be empowered to determine guilt and assess damages. Any decision of the Subcommittee may be appealed to the Joint Arbitration Board provided said appeal is submitted in writing by Certified Mail, return receipt requested, to both of

the signatory parties hereto within five (5) days after receiving notice of decision of the Subcommittee. If no appeal is filed within five (5) days, the decision of the Subcommittee shall be final and binding.

B.3.5 In the event the Subcommittee of the Joint Arbitration Board determines by a final and binding decision that an employer has failed to make the required contributions pursuant to this Agreement, or has issued a nonsufficient fund check, the Union shall immediately comply with the provisions of Appendix C, Paragraph C.4.5. The Union shall continue to keep the job shut down until all proper payments to the Trust Fund have been paid and until the required bond and/or bonds have been deposited. Either the Joint Arbitration Board or the Subcommittee shall have the right to request, at an appropriate time and place, all records, books of accounts, copies of federal and state tax reports, documents relating to payrolls and documents relating to fringe benefit contribution reports.

B.3.6 Said request may be made by the Joint Arbitration Board or Subcommittee together with any complaint filed against the Employer. Failure to produce the aforementioned books and records shall be a violation of this Agreement.

B.3.7 District Council No. 16 agrees to give the Contractors, and the Contractors Associations immediate notice of any change in the geographical boundaries of any Local Union over that previously submitted to the Contractors Association. No violation of the hiring procedures or fabrication provisions will be found of such change in geographical boundary until thirty (30) days after said notice is given.

B.3.8 District Council No. 16 and the Contractors or the Contractors Association party to any grievance agree to share equally all expenses incurred necessary for the consideration and decisions of grievances or disputes, arising herein, with District Council No. 16 administering the sending of notices, setting up the meetings, filing the decisions, etc. The Joint Arbitration Board shall determine the cost in each case.

B.3.9 The Employer and the Union hereby accept the authority and jurisdiction of the Joint Arbitration Board established

between Southern California Pipe Trades District Council No. 16 and California Plumbing and Mechanical Contractors Association (CPMCA) as the Joint Arbitration Board to decide overall questions regarding any provision in this collective bargaining agreement which relates in any way to the Pipe Trades Trusts, including but not limited to the making of contributions to the Trusts.

B.3.9.1 Overall demands by the Trustees for the payment of contributions, for delinquent contributions, for audits of contributing Employers and related entities, for costs including audit and other collection costs, for interest and for attorney fees.

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## APPENDIX C TRUST FUNDS

### C.1 CONTRACTOR TRUST STANDARDS

#### C.1.1 OWNER PERFORMING BARGAINING UNIT WORK / EXEMPT OWNER:

C.1.1.1 An Owner is defined as a sole proprietor, partners, or shareholders and/or officers of a corporation.

C.1.1.2 Each signatory contractor may designate one Owner to perform bargaining unit work without complying with the terms and conditions of the Agreement, including, but not limited to, payment of wages and benefits under Appendix E. The designated Owner under this provision shall be referred to as the "exempt owner".

C.1.1.3 The "exempt owner" shall be designated in writing at the time the contractor becomes signatory to the Agreement. Such written notification shall be made to District Council No. 16, Pipe Trades Trust Funds, and the appropriate Contractor's Association, if the contractor is a member of an association. Failure to provide written notification shall prohibit the contractor from designating an "exempt owner" for that calendar year and all Owners performing bargaining unit work shall meet the requirements in Paragraph C.1.2 below. Each contractor may designate or change the designated "exempt owner" one time each calendar year by notifying District Council No. 16,

Pipe Trades Trust Fund, and appropriate Contractor's Association in writing of the change. More than one (1) change per calendar year must be approved by the Joint Arbitration Board.

C.1.1.4 Exempt Owners may not perform bargaining unit work when their company is performing work under a subcontract from another signatory firm.

#### C.1.2 OWNERS PERFORMING BARGAINING UNIT WORK

C.1.2.1 Owners, other than the "exempt owner" as provided above, may perform bargaining unit work provided the contractor meets the following conditions.

C.1.2.2 The terms and conditions of the Agreement must be applied to the Owner, except as modified below.

C.1.2.3 Trust Fund contributions for each Owner shall be paid at the construction journeyman contribution rate of one hundred twenty (120) hours per month for H&W and one hundred ten (110) hours per month or hours worked, whichever is greater for all other benefits. However, corporate shareholders who own less than ten percent (10%) of the corporate stock and partners who hold less than ten percent (10%) partnership interest must have contributions made on hours worked.

C.1.2.4 Non corporate contractors whose non-exempt Owners are performing bargaining unit work are not required to make pension contributions on the Owner(s), because such individual is not legally eligible to participate in the Retirement or Defined Contribution Funds. Each non corporate Owner acknowledges that he cannot participate in the Retirement Fund or the Defined Contribution Fund and that payments into the other trust funds does not implicate participation in the Retirement or Defined Contribution Fund.

C.1.2.5 Each contractor making contributions on behalf of Owners under these provisions shall list in writing with District Council No. 16, Pipe Trades Trust Funds, and with the appropriate Contractors Association the names of all Owners on whose behalf contributions are being made. With respect to corporations, the listing shall include the percentage amount of stock owned by each individual.

For purposes of corporate ownership the ownership interest of all members of the immediate family (i.e. spouse and children) shall be listed and considered one person for the purposes of determining percentage ownership.

C.1.2.6 Once a non-exempt Owner stops performing bargaining unit work, or the contractor becomes delinquent more than forty-five (45) days to the Trust Funds, the non-exempt Owner is no longer eligible to participate in the Trust Funds and all Trust Fund benefits are forfeited and revert to the Trust Funds, except vested benefits that by law cannot be lost, i.e. vested pension benefits and vacation and holiday contributions. This forfeiture shall not apply if the contractor goes out of business, or the non-exempt Owner becomes unemployed, and the non-exempt Owner makes himself available for covered work by immediately signing the local union's out-of-work list or intends to retire. Under these circumstances, there shall be a continuity of Trust Fund participation.

#### C.1.3 OWNERS ENGAGED IN ADMINISTRATION OF WORK

C.1.3.1 Owners who are actively involved in the administration of bargaining unit work may participate in the Trust Funds. Such classifications as bookkeepers and lawyers are not included in the administration of bargaining unit work. Trust Fund contributions for Owners reported under this provision shall be paid at the construction journeyman contribution rate of one hundred ten (110) hours per month or hours worked, whichever is greater.

C.1.3.2 Each contractor must designate in writing as required in Paragraph C.1.2.5 above Owners participating under Paragraph C.1.3.1. Participation in the Trust Funds shall commence thirty (30) days after giving written notification to District Council No. 16, Pipe Trades Trust Funds, and appropriate Contractors Association. Failure to provide written notice shall result in no obligation on the Trust Funds part to cover such corporate Owners.

C.1.3.3 Notwithstanding any other provision of these Sections (C.1, C.2, C.3), contractors may continue contributions to the Pipe Trades Trust Funds on behalf of

compensated employees who were previously covered by the Funds while working as a regular bargaining unit employee under this Agreement or any other District Council 16 agreement. Such employees shall be considered bargaining unit alumni and their participation in the Pipe Trades Trust Funds will be in accordance with the rules and regulations of those Funds.

C.1.3.4 Once a contractor elects not to provide Trust Fund participation under these provisions, or becomes delinquent more than forty-five (45) days, the individuals covered hereunder are no longer eligible to participate in the Trust Funds and all Trust Fund benefits are forfeited and revert to the Trust Funds, except vested benefits that by law cannot be lost, i.e. vested pension benefits and vacation and holiday contributions. This forfeiture shall not apply if the contractor goes out of business, or the individual becomes unemployed, and the individual makes himself available for covered work by immediately signing the local union's out-of-work list. Under these circumstances, there shall be a continuity of Trust Fund participation.

#### C.1.4 SPECIAL PARTICIPATION AGREEMENTS

C.1.4.1 As a condition of acceptance of contributions on behalf of anyone for which these Sections apply (C.1, C.2, C.3) the Pipe Trade Trust Funds may require the contractor to sign a special participation agreement on the terms and conditions established by the Trustees.

#### C.2 BENEFIT TRUST FUNDS

C.2.1 The parties to this Agreement have established the SOUTHERN CALIFORNIA PIPE TRADES HEALTH AND WELFARE TRUST FUND, the SOUTHERN CALIFORNIA PIPE TRADES PENSIONERS AND SURVIVING SPOUSES HEALTH FUND, the SOUTHERN CALIFORNIA PIPE TRADES RETIREMENT TRUST FUND, the SOUTHERN CALIFORNIA PIPE TRADES DEFINED CONTRIBUTION TRUST FUND, the SOUTHERN CALIFORNIA PIPE TRADES VACATION AND HOLIDAY TRUST FUND, the SOUTHERN CALIFORNIA PIPE TRADES CHRISTMAS BONUS FUND, the

PIPING INDUSTRY PROGRESS AND EDUCATION LABOR & MANAGEMENT COOPERATION COMMITTEE TRUST FUND and the APPRENTICE AND JOURNEYMAN TRAINING TRUST FUND. Each Trust is to be administered by a single Board of Trustees composed of not to exceed fourteen (14) Union members elected by District Council No. 16 and not to exceed fourteen (14) Employer members selected as follows: nine (9) selected by California Plumbing and Mechanical Contractors Association (CPMCA), two (2) selected by Airconditioning, Refrigeration and Mechanical Contractors Association of Southern California, Inc. (ARCA/MCA), one (1) selected by the California Landscape and Irrigation Contractors, and two (2) Independent Contractor and or C.P.M.C.A.. Pursuant to the Trust document, P.I.P.E. may have additional Trustees. In the event the current number of Union Trustees is reduced as a result of any merger of Local Unions, the number of Employer Trustees shall be reduced by the same number. In no event shall the CPMCA maintain less than the majority of Employer members. The Association selecting Employer Trustees shall first meet and attempt to consensually reallocate the selection of Employer Trustees. In the event the Associations are unable to resolve the reallocation, the issue shall be turned over to the Industrial Relations Council (IRC) and arbitration shall be held where all Associations shall be parties. The IRC shall allocate the Trustee positions based upon hours worked within District Council #16 over the past year by contractors in the multi employer group of each Association; provided, however, each Association shall be guaranteed one (1) Trustee position. The costs of appearing before the IRC and a transcript of the hearing shall be equally divided between the Associations. In no event shall the total number of Trustees be reduced under fourteen (14); seven (7) Union Trustees and seven (7) Employer Trustees.

C.2.2 The parties also established the Alternative Workers' Compensation Insurance Program. This program is to be administered by a single Board of Trustees composed of not to exceed three (3) Union members appointed by P.I.P.E. and three (3) Contractor representatives appointed by P.I.P.E.

C.2.3 A Trustee, representing Employers, must be an owner or employee of a Contractor bound by a District Council No. 16 Collective Bargaining Agreement and making contributions to these Trust Funds. Such Trustees' job responsibilities for that Contractor must include labor relations. Any Trustee will remain a Trustee so long as they continue to make contributions to the Trusts to which it currently contributes.

C.2.4 PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND. The undersigned Employer and Union agree that the Employer shall make pension contributions to the NATIONAL PENSION FUND in accordance with the terms of this Agreement, including the execution of all documents.

C.2.4.1 The parties agree that the Employers shall make pension contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the terms of this Agreement and the requirements of the Trustees of the Fund. The Employers shall make the contributions to the National Pension Fund for each hour or portion thereof, for which any Employee is paid or entitled to payment for performance of duties for the Employers, and each overtime hour shall be counted as one regular hour for which contributions are payable.

C.2.4.2 The Employers shall continue contributions to the National Pension Fund for any compensated Employees who were previously covered by the National Pension Fund as members of the bargaining unit and who are continuing to perform work of the type covered by this Agreement for at least half of their hours with the Employer. It is understood that the Employers may not make contributions on behalf of any Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employers shall not make contributions to the National Pension Fund on behalf of any Employees other than those covered by this Agreement or by a separate participation agreement.

C.2.4.3 It is agreed that all contributions shall be made to the Plumbers and

Pipefitters National Pension Fund which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978, as amended at such time and in such manner as required by this Agreement and in accordance with any other requirements set by the Trustees of the Plumbers and Pipefitters National Pension Fund. The Employers hereby ratify, accept and designate as their representatives the Employer Trustees serving as such and authorize said Employer Trustees to designate additional and successor Employer Trustees. The Employers also authorize the Employer Trustees to adopt amendments to the Restated Agreement and Declaration of Trust.

In addition, the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employers to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the National Pension Plan. The Employers' liability for payment to the Plumbers and Pipefitters National Pension Fund shall not be subject to the grievance or arbitration procedure or any "no-strike" clause provided under this Agreement, and the Trustees may impose interest and liquidated damages on unpaid contributions as provided in the Restated Agreement and Declaration of Trust.

C.2.4.4 It is agreed that the Pension Plan adopted by the Trustees of the National Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employers at all times to treat contributions to the National Pension Fund as a deduction for income tax purposes.

C.2.5 The Employer agrees to contribute to the U.A. INTERNATIONAL TRAINING FUND in accordance with this agreement for each hour paid. Each overtime hour shall be counted as one regular hour for which contributions are payable.

### C.3 CONTRIBUTIONS

C.3.1 All Contractors shall make fringe benefit contributions for all employees into the appropriate Trust Funds listed in this Agreement.



C.3.2 Overtime hour fringe benefits shall be paid at the straight time rate, except Vacation and Holiday which shall be based on Time and One Half overtime rate.

C.3.3 No Contractor shall avoid the payment of fringe benefits by shortening payroll hours. Legitimate bonuses shall be approved with no fringe benefits due.

C.3.4 TIME OF CONTRIBUTIONS AND MONTHLY REPORTS. Contributions to each of the foregoing funds shall be due and payable on or before the tenth (10th) day of each month covering hours worked by each employee through the last payroll period in the prior calendar month except as specified herein. Each Employer shall file a monthly report with each fund on the form established by the fund and such report shall be filed regardless of whether the Employer has employed any employees in the month covered by the report.

C.3.5 The reporting date for determining delinquency of Contractors for fringe benefit contributions is established as 12:00 midnight on the 15th day of the month, except for those Contractors who have posted special bonds for twenty-fifth (25th) reporting date whose deadline shall be 12:00 midnight on the 25th of the month. Monday following is the closing date of delinquency. All reports to be postmarked by the listed closing date above specified (no metered postage accepted after closing date in determining delinquency). Receipt of hand delivered mail showing time and date of delivery to Union Bank or Trust Fund will be accepted. The Employer agrees to file copies of report with resident Local Union in which the Employer had employees working for the period covered.

#### C.4 DELINQUENCY OR FAILURE TO MAKE CONTRIBUTIONS OR TO FILE REPORTS

C.4.1 Any Employer who fails to report or to make contributions due to any foregoing Fund before the fifteenth (15th) day of the month in which it is due or who issues a Non-Sufficient Fund check shall be considered delinquent and therefore obligated and liable and subject to the following:

C.4.2 It having been determined that when Contractors are delinquent in reporting and

paying fringe benefit contributions, it imposes a financial burden upon the various Trust Funds, the amounts of which are not readily ascertainable, liquidated damages in the amount as determined by the Trust Fund, shall be paid by the delinquent Contractor in addition to the various fringe benefit contributions required by this Agreement. In addition, Employers who have been found to be delinquent shall be required to make contributions and file reports semimonthly on the first and fifteenth day of each month, and shall be considered delinquent if payments and reports are not mailed within seven (7) days of said reporting date, i.e., first and fifteenth, and they shall continue making such semimonthly reports until there have been twelve (12) consecutive months without any delinquency. An Employer who has been chronically delinquent shall be assessed surcharge liquidated damages, at such rates as shall be determined by the various boards of trustees, or its subcommittee.

C.4.3 The Subcommittee of the Joint Arbitration Board and/or the Subcommittee of the Joint Board of Trustees may determine when legal counsel for the Trust Funds should institute legal proceedings against any Employer who is delinquent in his contributions to the Southern California Pipe Trades Trust Funds. Said suit may, without limitation, either be in the name of the signatory unions hereto or in the form of a petition to confirm the award of the Subcommittee or Joint Arbitration Board. A delinquent employer shall pay all reasonable attorney's fees, court costs, interest, liquidated damages, and other expenses incurred in the enforcing of collections, to the Southern California Pipe Trades Trust Funds, or as specified by the Joint Arbitration Board or its Subcommittee. Notwithstanding the foregoing or any other provision of this Agreement, the Board or Boards of Trustees of the Trust Funds shall have the power in their name or in the name of the Trust Funds or otherwise, as in their discretion may be deemed necessary or desirable, to demand and enforce, by suit in court or otherwise, in whatever form or forms they may choose, the prompt payment of contributions to the Funds including payments due to alleged delinquencies from signatory employers or any other employer, company or individual, without being limited or

restricted by the grievance or arbitration procedures set forth or provided herein.

C.4.4 A delinquent Employer shall be liable to any employee affected by such delinquency for a sum equal to the value of the benefits lost to the employee by reason of delinquency of such Employers. Such sum shall be transmitted to such employee through District Council No. 16. A delinquent Employer shall be liable to reimburse any Fund for the cost or value of any benefits, which may be made available by the Trustees to any employee affected by the failure of the delinquent Employer to contribute or report to the Pipe Trades Trust Fund.

C.4.5 The Unions shall remove employees covered by this Agreement from employment with a delinquent Employer, providing advance notice of not less than twenty-four (24) hours is given of such action to the delinquent Employer. Such removal of employees and cessation of work by employees for such delinquent Employer shall continue until the Administrator of the Fund involved verifies that there is no money owing to the Fund by such Employer. An Employer shall be considered delinquent if he fails to deposit the bond required by Appendix B, Section B.3, Paragraph B.3.3.7.

C.4.6 In the event a Local Union refuses and/or fails to remove employees from a delinquent Employer within forty-eight (48) hours of notice of such delinquency by registered mail (copy to District Council No. 16 office) from the Trust Fund Office, said Local Union shall thereafter be immediately liable for any delinquent contributions. The Union shall be in violation of the Labor Agreement if it fails to remove its men in the employ of the Contractor until the bond is posted, the check made good and the Joint Arbitration Board's decision is adhered to. In the event the Union fails or refuses to remove its men, they shall immediately pay any fringe contributions which are delinquent, make good any Non Sufficient Fund checks and/or pay any Joint Arbitration Board assessment due. All such money paid by a Local Union shall be refunded to that Union when collected from the Contractor.

C.4.6.1 Local Union may be excused from the penalty if it notifies District Council No. 16 within forty-eight (48) hours of

receipt of such notice of their inability to comply and submits satisfactory proof or acceptable reasons therefor. When workmen are removed from an Employer's shop or job because of delinquency in payment of fringe benefits or wages, the Employer shall pay to all such removed workmen sixteen (16) hours, including 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 men notified to return to work prior to said sixteen (16) hours, then and only then the Employer shall be liable only for those hours the Employees were off the job because of such violation of contract, and provided further, that if they were 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.

C.4.7 Men removed from the job may accept a work order to a different Employer and still be eligible to be transferred back to the Employer from which he was removed, providing the delinquencies were corrected and the transfer effected within sixteen (16) hours of the removal time and provided such men shall not be reimbursed under this Section for the time they were paid while working for another Employer.

C.4.8 The Subcommittee of the Joint Arbitration Board shall be responsible for instructing the Pipe Trades Trust Fund to send notices to the Local Union as set forth in this Section. The Southern California Pipe Trades Funds shall be required to immediately notify the Subcommittee and Local Union when an Employer is no longer delinquent.

C.4.9 Contractors who are found to be delinquent in the payment of fringe contributions or who issue a Non Sufficient Fund check that is not due to an error by the bank, or who fails to comply with a Joint Arbitration Board award, may be required by the Joint Arbitration Board Subcommittee to post a bond of not less than five thousand dollars (\$5,000.00), but not to exceed triple the amount of his average monthly contributions to all Funds for the preceding six (6) months, unless the Contractor can submit an explanation that

is satisfactory to the Subcommittee. Failure to post a bond as required by this Paragraph shall be a violation of this Agreement. The various Boards of Trustees may file a grievance against an Employer through the Joint Arbitration Board to require the Employer to post the required bond.

C.4.9.1 Those Contractors who have posted a bond because of delinquency or who have issued an NSF check, shall keep the bond in force or effect until such time as they have gone twelve (12) consecutive months without issuing an NSF check or being delinquent in the payment of wages or fringes, such months to include carryover into next agreement.

#### C.5 INCORPORATION OF TRUST AGREEMENTS

C.5.1 To the extent that any provisions of any of the following listed Trust Agreements is inconsistent with any provisions of this collective bargaining Agreement, then the collective bargaining Agreement shall prevail.

C.5.2 The Trust Agreements referred to herein are incorporated herein and made a part of this collective bargaining Agreement and are made counterparts of each other and shall be binding on all Employers employing persons covered by this Agreement: SOUTHERN CALIFORNIA PIPE TRADES HEALTH AND WELFARE TRUST FUND, the SOUTHERN CALIFORNIA PIPE TRADES PENSIONERS AND SURVIVING SPOUSES HEALTH FUND, the SOUTHERN CALIFORNIA PIPE TRADES RETIREMENT TRUST FUND, the SOUTHERN CALIFORNIA PIPE TRADES DEFINED CONTRIBUTION TRUST FUND, the SOUTHERN CALIFORNIA PIPE TRADES VACATION AND HOLIDAY TRUST FUND, the SOUTHERN CALIFORNIA PIPE TRADES CHRISTMAS BONUS FUND, the PIPING INDUSTRY PROGRESS AND EDUCATION LABOR & MANAGEMENT COOPERATION COMMITTEE TRUST FUND and the APPRENTICE AND JOURNEYMAN TRAINING TRUST FUND.

C.5.3 Each Employer, party hereto, expressly acknowledges delivery and receipt of a true copy of each of the Trust

Fund Agreements above mentioned and accepts, assumes and agrees to be bound by all of the obligations imposed upon the individual Employer by said Agreement. Each Employer making contributions to each of said Funds hereby agrees that by so doing and hereby does irrevocably designate and appoint the Employer designated Trustees mentioned in each of said Trust Agreements as Trustees authorized to act in his behalf pursuant to said Trust Agreements and irrevocably ratifies the designation, selection, appointment, removal and substitution of Trustees as provided in each of said Trust Agreements.

C.5.4 Each Employer becoming a party to this Agreement authorizes the Trustees functioning under said Trust Agreements and the parties hereto to obtain rulings before any court or agency concerning any tax or other aspect of this Agreement of any of the foregoing Trust Agreement, and to comply with the filing or reporting requirements of any applicable law, in behalf of all persons covered thereby.

C.5.5 The Trustees of the SOUTHERN CALIFORNIA PIPE TRADES HEALTH AND WELFARE TRUST FUND, the SOUTHERN CALIFORNIA PIPE TRADES PENSIONERS AND SURVIVING SPOUSES HEALTH FUND, the SOUTHERN CALIFORNIA PIPE TRADES DEFINED CONTRIBUTION TRUST FUND, and the SOUTHERN CALIFORNIA PIPE TRADES VACATION AND HOLIDAY TRUST FUND, shall be permitted to make reciprocal agreements with other trusts outside the area of District Council No. 16 for the transfer of funds between trusts which, in their opinion, are in the best interest of the beneficiaries of the Trust providing they are not inconsistent with the terms of the Labor Agreement as approved by the parties.

#### C.6 "FLEXIBLE" TRUST CONTRIBUTIONS

C.6.1 EXISTING CONTRIBUTION LEVELS. The current contribution levels for all hours worked, required to be contributed to the SOUTHERN CALIFORNIA PIPE TRADES HEALTH AND WELFARE TRUST FUND and the SOUTHERN CALIFORNIA PIPE TRADES PENSIONERS AND SURVIVING SPOUSES HEALTH

FUND; the SOUTHERN CALIFORNIA PIPE TRADES VACATION AND HOLIDAY TRUST FUND and the SOUTHERN CALIFORNIA APPRENTICE AND JOURNEYMAN TRAINING TRUST may be modified during the term of the Master Agreement only in the manner set forth in this Section.

C.6.2 The contribution rate to any of these benefit plans may be increased by action of the District Council in its sole discretion by apportioning all or part of any contractual increase required under the Master Agreement.

C.6.2.1 The participating unions may agree, by a majority ratification vote of the unions, to transfer up to twenty-five percent (25%) of the contribution amount now required to be made to the SOUTHERN CALIFORNIA PIPE TRADES VACATION AND HOLIDAY TRUST FUND to any other of the employee benefit plans covered by this Master Agreement.

C.6.2.2 In addition, during the term of the Master Agreement, District Council No. 16, in its sole discretion, by a majority vote of its Delegates, may transfer up to twenty-five percent (25%) of the contribution amount now required to be made to the SOUTHERN CALIFORNIA PIPE TRADES HEALTH AND WELFARE TRUST FUND and the SOUTHERN CALIFORNIA PIPE TRADES PENSIONERS AND SURVIVING SPOUSES HEALTH FUND to any other of the employee benefit plans covered by the Master Agreement;

C.6.2.3 The District Council may transfer up to twenty-five percent (25%) of the contribution amount now required to be made to the SOUTHERN CALIFORNIA APPRENTICE AND JOURNEYMAN TRAINING TRUST to any other of the employee benefit plans covered by the Master Agreement; and

C.6.2.4 Any such modifications may only be made once in any twelve (12) month period, and such modifications shall be implemented only after ninety (90) days' advance notice of the change has been given.

C.6.2.5 The Wage and Fringe Benefit Schedules show one (1) rate for Health and Welfare Contributions. This rate SHALL

include contributions for both the SOUTHERN CALIFORNIA PIPE TRADES HEALTH AND WELFARE TRUST FUND AND THE SOUTHERN CALIFORNIA PIPE TRADES PENSIONERS AND SURVIVING SPOUSES HEALTH FUND. Periodically C.P.M.C.A. and District Council No. 16 SHALL inform the Trust Funds of the Contribution Allocations between the Trust Funds.

#### C.7 APPRENTICE & JOURNEYMAN TRAINING

C.7.1 Except as otherwise provided herein, this Board of Trustees shall be charged with the responsibility of approving or disapproving programs and expenses of the various Joint Apprenticeship Committees and disbursing funds for same when approved; initiating programs for all Committees as needed; standardizing the various J. A. C. programs, curriculums and teaching practices, establishing and/or procuring textbooks, training material, visual aids, safety programs, etc. and in general to coordinate all the J.A.C. programs in such a way as to produce better journeymen in the trade. They shall establish a central-coordinating office and staff it with employees as needed to accomplish the objectives of the program. The Trustees of the Apprentice and Journeyman Training Fund shall provide training for every employee of the signatory Contractor who desires to attend classes under the Local Joint Apprenticeship Committee, regardless of whether the Contractor for whom he is working, or has worked, is contributing to the Apprentice and Journeyman Training Fund.

C.7.2 Each Local Union shall establish an Apprentice Committee composed of not less than three (3) nor more than five (5) Union Members, and the Employers whose shops are within said Local Union's jurisdiction, shall establish an Apprenticeship Committee composed of not less than three (3) nor more than five (5) Employers signed to a Union Agreement, and who normally employ at least one (1) Apprentice each. The two Committees shall be combined as a Joint Apprenticeship Committee in that area for the classifications for which Apprentices are to be trained.

C.7.3 Except as otherwise provided herein, this Joint Apprenticeship Committee shall, in addition to their duties dealing with the training of Apprentices, be charged with the responsibility of establishing and operating such Journeymen training classes as are required to upgrade the skills of the Journeymen in the area. They shall cooperate with the Trustees and employees of the Trustees employed in the central office to establish and operate training programs.

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#### APPENDIX D SPECIAL AGREEMENTS

##### D.1 DEPRESSED AREAS

D.1.1 DEPRESSED AREAS COMMITTEE. It is the intention of the parties to this Agreement to review the proper application of the terms and conditions established in this Agreement to particular job sites or geographic locales within Southern California, which job sites or locales present special problems because of their depressed condition—particularly as this depressed condition affects the plumbing and piping industry.

D.1.2 The Union shall establish a Committee which, with the advice of CPMCA, shall determine from time to time what constitutes a depressed area, and the nature and degree of assistance required to alleviate that depression. The Committee shall notify all Contractors of the area targeted for assistance, and the nature and degree of assistance available.

##### D.2 SERVICE AND REPAIR WORK

D.2.1 The following special working rules and conditions shall be applicable to Service and Repair work.

D.2.2 The Specialty of Service and Repair work is defined as follows:

D.2.2.1 All maintenance, repair and replacement of work stated in Section 3 (Work covered) and installation of appliances.

D.2.2.2 Emergency work may be performed at any time or place under this Section of the Agreement.

D.2.2.3 New additions and remodeling of single family homes, bars, restaurants,

stores and commercial buildings, not to exceed five thousand (5,000) sq. ft. of floor space, is permitted under this Section of the Agreement.

D.2.2.4 New construction work cannot be performed under this Section of the Agreement, however, Service and Repair Journeymen may be used to minimal new construction projects as long as the additional fringe contributions, overtime requirements and work hours are based on the new construction contract.

D.2.3 REGISTRATION AND REFERRAL OF EMPLOYEES. Employees seeking employment under this Section of the Agreement shall register with the Local Union Hiring Hall.

D.2.3.1 Employers may request individuals by name. Employment shall be at the sole discretion of the Employer following an interview in the Contractor's office. The right of the Contractor to interview new employees may be waived at his sole discretion.

D.2.4 CLASSIFICATION OF EMPLOYEES:

D.2.4.1 Building Trades Journeyman doing Service & Repair work.

D.2.4.2 Service and Repair Mechanic Class Four.

D.2.4.3 Service and Repair Mechanic Class Three.

D.2.4.4 Service and Repair Mechanic Class Two.

D.2.4.5 Service and Repair Mechanic Class One.

D.2.5 Every Employer shall employ at least one (1) Journeyman.

D.2.6 Wage rate and fringe contributions shall be listed in Appendix E.

D.2.7 Employers may pay bonuses or commissions to Service and Repair Employees which shall be exempt from payment of fringe benefits.

D.2.8 WORKING RULES: The regular work day shall be eight (8) hours per day between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday.

Employers may schedule their Employees at their discretion during these six (6) days.

D.2.8.1 Time and one-half shall be paid for all hours worked over eight (8) hours per day or forty (40) hours per week.

D.2.8.2 Double time shall be paid for New Year's Day, Easter Sunday, Labor Day, Thanksgiving and Christmas.

D.2.9 TRAINING. A Training Program will be provided by the A & J Trust Fund for Service Mechanics desiring to increase their proficiency to progress to a higher mechanic level, however, promotion to a higher level shall be by mutual agreement between the Business Manager and Employer.

D.3 INDUSTRIAL AND GENERAL PIPEFITTING

D.3.1 DEFINITION. The paragraphs under this Section shall apply to Employers and Employees as specified herein to work relating to oil, chemical, Power Generating, and Manufacturing Plants producing a commercial product for sale, and all other Industrial pipe work included in the recognized trade jurisdiction, as granted by the United Association. Rocketdyne and E.S.G. facilities at Santa Susana in Ventura County shall be worked under this Section.

D.3.2 This Section of the Agreement shall supersede any other provision to the contrary. All other provisions of the Agreement shall apply.

D.3.3 TRANSFER OF MEN. Contractor shall have the same rights and requirements of transfer per section 5.4 TRANSFER OF MEN with ONE (1) exception the Third employee assigned by the Business Manager and the forth by the employer.

D.3.4 FABRICATION. The Fabrication Section 7 of this Agreement shall be amended for purpose of this Section to reflect that two inch (2") and under piping and piping formation shall be fabricated on the job site, shop, or fabrication yard, within the Local Union's jurisdiction of the job site. Fabrication yard or shop shall be considered an extension of the job site for purpose of dispatch and monetary benefits. The butt welding of all millrun lengths, regardless of size shall be

fabricated and assembled on the job site unless it becomes a part of a dimensional welding pipe formation.

D.3.5 INCLEMENT WEATHER. An employee reporting to work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, 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 for in this paragraph, the Employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this Paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

D.3.6 The following hourly wage rates and fringe contributions shall apply to work performed by employees on all work covered by the terms of this Agreement in the following counties: Kern, Inyo, Mono, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Los Angeles, Orange, and San Diego Counties, including all Offshore Islands and Platforms.

D3.5.1 WELDER CLASSIFICATION. 10% Base wage rate premium on welders performing work under this section.

D.4 LANDSCAPE / IRRIGATION & LAWN SPRINKLER CONTRACTORS

D.4.1 This Section of the Agreement shall supersede any other provision to the contrary, all other provisions of the Agreement shall apply.

D.4.2 The one (1) member of a signatory firm designated as the owner working with the tools without complying with Appendix D, Paragraph D.4.20 of this Section must comply with the Hiring Hall procedures and pay ten dollars (\$10.00) per week to the Local Union as a Hiring

Hall fee. Such designated individual must own at least twenty percent (20%) of the signatory firm.

#### WORK COVERED

D.4.3 This Section shall apply to and cover all employees of the Employer employed to perform or performing all work, as listed herein in the area known as Southern California, more particularly described as the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, and Mono.

D.4.3.1 Employers signatory to this Agreement as Landscape, Irrigation and Lawn sprinkler Contractors are therefore bound as such and shall be limited to work covered by this Section of the Agreement including all preparation allied directly thereto, fabrication, replacement, repair and service of such installations.

D.4.3.2 Lawn sprinkler and irrigation work shall include all work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials and equipment and shall be done by the employees under the terms of this Section. Said incidental work shall include the use and operation of all necessary motorized equipment, excluding trenching equipment in excess of thirty (30) horsepower.

D.4.3.3 Work covered hereby shall include the installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to, the installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.

D.4.3.4 Work covered hereby shall include the installation of valve boxes, thrust blocks, both precast and poured in place, pipe hangers and supports incidental to the installation of the entire piping system.

D.4.3.5 Startup, testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Section.

D.4.3.6 Said work shall include any lines inside a structure which provide water to work covered by this Section of this

Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.

D.4.3.7 All piping, liners, grouting and coating for ornamental stream beds, waterways and swimming pools.

D.4.3.8 All temporary irrigation and lawn sprinkler systems shall be performed under the terms of this Agreement.

D.4.3.9 All erosion control and decorative landscaping, such as decorative pools, ponds, reflecting units. Hand grade of landscape areas, finish grade, spreading of topsoil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod. Installation of ground covers such as flatted plant material, rock, riprap, gravel and crushed rock, pea gravel, hydro seeding/mulching, mitigation native habitat regeneration and or restoration of all native plants and all other landscapable ground covers. Installation of header boards and mowing edges. Soil preparation such as wood shavings, fertilizers, organic, chemical, or synthetic. Top dress ground areas with bark, wood residual or other specified materials. Grub and clear tree trimmings and ground maintenance.

D.4.3.10 Plant establishment shall be work covered by this Agreement. This work may be performed exclusively by Landscape/Irrigation Tradesmen without the supervision of a Journeyman.

D.4.4 It is hereby agreed that the Contractor and the Union have recognized the need for the Contractor to service his client, therefore, the Contractor may utilize other building trades craft unions to perform work covered in Appendix D, Paragraph D.4.3.9 on a project where the total construction cost, as listed on the building permit, is in excess of \$2.3 million (\$2,300,000) and/or projects wherein specifications require the payment of prevailing wages. It is understood that when members of other building trades craft unions are employed, by the Contractor, to perform work covered by Appendix D, Paragraph D.4.3.9 they shall not be subject to the wages and fringe benefits as listed in this Agreement.

D.4.5 Employers shall have freedom of movement of all employees, materials and/or equipment on above work throughout the area covered by this Section.

D.4.6 Employers signing this Agreement as Landscape/Irrigation and Lawn Sprinkler contractors recognize Appendix A, Paragraphs A.1.9, A.1.10, A.1.11, A.1.12, A.1.13, and A.1.14 as applying to this Section of the Agreement.

D.4.7 JOINT ARBITRATION BOARD. The Contractor, bound to this Section, agrees that the Joint Arbitration Board constituted between District Council No 16 and California Landscape and Irrigation Council, Inc. will be the Joint Arbitration Board with the full authority and jurisdiction to settle dispute and/or grievances and that such Board and or its Subcommittee, shall have the following powers and duties:

D.4.7.1 Full authority to process all grievances, disputes, violations and/or other items as spelled out by the Agreement as being under their jurisdiction and any decision rendered by such Board shall be final and binding on both Employer and Union.

D.4.7.2 To supervise and control the operation of the job referral system for all Contractors under agreement with the Union.

D.4.7.3 To promulgate any and all rules and regulations from time to time that it deems advisable for the operation of the exclusive job referral plan, and to assess damages and/or penalties against Contractors, Local Unions and/or workmen for violation of this Agreement.

D.4.7.4 To supervise the posting by the parties of all rules and regulations relating to the functioning of the referral plan at the Union Dispatch Office and at the Contractor's Office and job site.

D.4.7.5 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 out of work registrations, work referrals and preparation of the referral registration list. Any applicant or registrant shall have a right of appeal of any dispute or grievance arising out of and relating to the operation or functioning of the job referral plan to the Joint Arbitration Board. If any question arises as to the qualifications and competence of an applicant, the Joint Arbitration Board shall

make the determination. Such determination shall be fair and impartial, without regard to applicant's membership or nonmembership in the Union and shall be final and binding on both parties.

D.4.7.6 To inspect at all times any of the books, records, procedures or operations of any Hiring Hall operated for the procurement of men under the terms of the Agreement. To see that the operation of the Hiring Hall is conducted according to the rules and regulations adopted for such Hall. Any Hiring Hall, denying such rights to the Joint Arbitration Board, shall be subject to immediate suspension of the privilege of dispatching personnel to Employers, and Employers shall be denied the right to procure personnel from such Hiring Hall. During such time as a Hiring Hall is under suspension and until such time as the Joint Arbitration Board clears the Hall of discriminatory practices and approves the necessary methods of correction, the Employers shall procure all Employees from the other approved Hiring Halls covered under the terms of this Agreement. The Employers shall immediately be subject to the reuse of such a Hall on clearance by the Joint Arbitration Board. Prior to action being taken as outlined, the United Association General Offices shall be notified of the violations and given a ten (10) day notice to arrange for inspection of the records and procedure.

D.4.7.7 Upon receipt of complaint filed pursuant to the provisions of Paragraph 7.1.8 to perform all of the functions and duties provided for in Paragraphs 7.1.8.1, 7.1.8.2, 7.1.8.3, and 7.1.8.4.

D.4.7.8 To perform all the functions and duties provided for in Appendix B, Section B.2.

D.4.7.9 The Joint Arbitration Board shall have the right not only to determine whether there has been a violation of this Agreement, but shall also have the right to devise an appropriate remedy including but not limited to, allowance of attorneys' fees, cost of enforcement and interest from the date of decision. In addition, the Joint Arbitration Board and Subcommittee shall have the right to determine whether a party cited before the Joint Arbitration Board or Subcommittee has been properly cited and whether the provisions for notice have been complied with. The Joint Arbitration

Board or Subcommittee shall have the further right to determine whether a party is bound to this Agreement; whether any particular dispute is subject to the grievance procedure of this Agreement and shall have the right to determine any and all defenses or contentions, legal or otherwise, raised by any person. Upon the rendering of the decision by the Joint Arbitration Board, the Chairman and Secretary may execute any written award on behalf of all the members of the Board.

D.4.8 The Joint Arbitration Board shall have the right to assess damages against Contractors, Employees, or the Union for violation of this Agreement, including, but not limited to:

D.4.8.1 The right to hear and determine damages against the Union signatory hereto, including alleged violations of Appendix C, Paragraphs C.4.5 and C.4.6 of this Agreement.

D.4.8.2 The right to remove workmen from the shop or job for a period of one (1) year.

D.4.8.3 The right to deny the use of the Hiring Hall to either the Contractor or workmen.

D.4.8.4 The right to suspend for any period of time, the Contractor's right to call for workmen by name from the Union's out of work list.

D.4.8.5 The right to determine where any assessments or damages are to be paid except as otherwise provided by this Agreement.

D.4.8.6 The right to require a bond for wages, fringe benefit contributions, or other contract violations after one (1) or more offenses or delinquencies.

D.4.8.7 The parties to this Agreement agree that, historically, the problem of repeated contractor violations presents a unique problem, burdensome on both the Employers and the Union so that the true economic impact of said problem is difficult or impossible to determine and therefore, the Joint Arbitration Board shall have the authority to assess damages in an amount not to exceed ten thousand dollars (\$10,000). In the event of repeated contract violations by an Employer bound by this Agreement, not as a penalty, but as

liquidation damages in addition to any compensatory damage, which may be found due. In the event of continuous violations, after imposition of the above stated liquidation damages award, the Joint Arbitration Board shall have authority to impose such additional liquidated damages as deemed appropriate.

D.4.9 The Joint Arbitration Board may delegate any and all of its powers and duties to a Joint Subcommittee which shall consist of no less than one (1) person designated by the Contractor's Association and one (1) person designated by District Council No. 16. Said Subcommittee shall have the authority to hear complaints of contract violations and shall be empowered to determine guilt and assess damages. Any decision of the Subcommittee may be appealed to the Joint Arbitration Board provided said appeal is submitted in writing by Certified Mail, Return Receipt Requested, to both the signatory parties hereto within five (5) days after receiving notice of decision of the Subcommittee. If no appeal is filed within five (5) days, the decision of the Subcommittee shall be final and binding.

D.4.10 In the event the Subcommittee of the Joint Arbitration Board determines by a final and binding decision that an Employer has failed to make the required contributions pursuant to Appendix D, Paragraph D.4.20 of this Agreement, or has issued a Non Sufficient Fund check, the Union shall immediately comply with the provisions of Appendix C, Paragraph C.4.5. The Union shall continue to keep the job shut down until all proper payments to the Trust Fund have been paid and until the required bond and/or bonds have been deposited. Either the Joint Arbitration Board or its Subcommittee shall have the right to request at an appropriate time and place, all records, books of account, copies of Federal and State tax reports and documents relating to fringe benefit contributions reports. Said request may be made by the Joint Arbitration Board or Subcommittee, as directed, together with any complaint filed against the Employer. Failure to produce the aforementioned books and records shall be a violation of this Agreement and subject to remedy by Appendix D, Paragraph D.4.7.6. Such remedies are cumulative in addition to all other remedies.

D.4.11 The cost of all proceedings under Appendix B, Section B.2, B.3, and Appendix D, Section D.4 shall be equally divided between District Council No. 16 and the Employer or the Employer's Association, if appropriate. These costs shall include, but not be limited to, the cost of meeting room rental; cost of mailing notices and charges; costs of duplicating evidence, documents, notes, minutes; and other similar costs to be determined by the Joint Arbitration Board.

#### TRADESMEN

D.4.12 Employers employing Tradesmen to do work under this Section of the Agreement may do so under the following conditions:

D.4.12.1 The first employee on the job must be a Journeyman.

D.4.12.2 The second employee must be a Journeyman or an Apprentice.

D.4.12.3 The third and fourth employees may be a Tradesman.

D.4.12.4 The fifth employee will be a Journeyman, thereafter Tradesmen will be referred on a fifty-fifty basis, to journeyman or apprentice.

D.4.12.5 On residential work as defined herein; the first employee on the job will be a Journeyman, thereafter, the makeup of the crew will be at the discretion of the Employer.

D.4.12.6 Residential work for the purpose of this Section is defined to be residential (housing) subdivision, apartments, and condominiums under four (4) stories.

#### WORK RULES

D.4.13 OVERTIME. All time worked on Sundays and Holidays as listed in 4.8.1, shall be paid at twice the hourly rate. All other overtime work shall be paid at one and one-half times the hourly rate excluding those hours specified in Appendix D, Paragraph D.4.15. Overtime shall be rotated equally among all employees covered by this Section on any given job or in any shop.

D.4.14 FOREMAN. On jobs where the employee is responsible for coordinating or supervising the progress and direction

of the work they will be deemed a Foreman and receive not less than one dollar and twenty-five cents (\$1.25) per hour plus fringes, above the regular Journeyman wage rate. No more than one Foreman will be required per job.

D.4.15 INCLEMENT WEATHER. In the event that an Employer's work (as such work is defined herein) on a job is actually shut down for one (1) or more full days during the normal work week by reason of inclement weather, the Employer shall be entitled to employ Journeymen and Apprentices on the succeeding Saturday at straight time wage rates, but solely upon the following conditions:

D.4.15.1 In no event may Saturday straight time work be done if, as a result thereof, any Journeyman or Apprentice would work in excess of forty (40) hours at straight time wage rates during any week.

D.4.15.2 Saturday straight time work may be done only if the Employer gives advance written notice thereof to the Business Manager of the Local Union which notice shall include: The Saturday to be worked, the job and the job location, the day in which work was shut down for inclement weather, and the number of employees involved. Saturday work performed in the absence of such notice shall be deemed to be time and one-half work.

D.4.15.3 Saturday straight time work shall be solely on a voluntary basis, subject to the individual discretion and desire of the Journeyman and/or Apprentice involved. In no case shall a Journeyman or Apprentice be subjected to penalty or discipline for any refusal to do straight time Saturday work under this provision.

D.4.15.4 If any Employer abuses this provision by paying or attempting to pay, straight time wage rates for Saturday work, except in strict compliance with this provision, the Joint Arbitration Board shall deny him the right to do straight time Saturday work during the remaining term of this Agreement.

#### ZONE CENTERS AND SUBSISTENCE

D.4.16 For purposes of this Section, the Employer's shop or permanent place of business shall be considered that Employer's Zone Center.

D.4.17 Employees, working under this Section and more than seventy (70) road miles from the Contractor's Zone Center, will receive Sixty dollars (\$60.00) per day for subsistence. This provision will not apply to Employees dispatched directly to the job site and who reside in the general area of the project.

#### RESTRICTIONS OF TRADESMEN

D.4.18 The following work restrictions will apply to all Pipe Tradesmen working under this section of this Agreement, and Tradesmen will be limited to the following work processes:

D.4.18.1 All digging and/or backfilling required by the Contractor with the exception of motorized equipment.

D.4.18.2 All cleanup and sweeping of Contractor's shop, yard or job site.

D.4.18.3 All pipe wrapping and water proofing where tar or similar material is applied for protection.

D.4.18.4 Operation of vibrating machines.

D.4.18.5 Coating and grouting of all pipe joints, holes or chases allied to the piping.

D.4.18.6 Watchman or Flagman.

D.4.18.7 All other unskilled work.

D.4.18.8 Assisting the Journeymen and Apprentices with the wire installation, unloading of materials, distribution of pipe, staking of sprinkler heads, and risers, the setting of valve boxes and the thrust blocks both precast and poured in place.

D.4.19 If any Tradesman employed under this Section is found to be doing work of other classifications of employees of this Section and charges are preferred against the Employer and he is found guilty by the Joint Arbitration Board, damages may be assessed against the Employer for all work lost by such other classifications of Employees and the Employer may be denied the privilege of employing Pipe Tradesman for the life of this Agreement.

D.4.20 WAGE RATES AND BENEFITS. The wage rates and benefits stipulated as Landscape and Irrigation in Appendix E shall apply to work performed by

employees on all work covered by the terms of this Section:

#### D.5 SEWER & STORM DRAIN

D.5.1 This Section of the Agreement shall supersede any other provision to the contrary for the work listed. All other provisions of the Agreement shall apply when not in conflict.

D.5.2 Employers using this section are restricted to applying this section to sewer, storm drain, and underground piping, as described in section D.5.10 hereto, and all preparation on the job site allied directly thereto including fabrication, replacement, maintenance, repair and service of such installations.

D.5.3 Contractors performing sewer, storm drain, and underground piping shall hire qualified Journeymen, Apprentices, and Pipe Tradesmen by notifying Local Union #345, and the Local Union where work is being performed, either in writing or by telephone, whenever the Employer requires employees on any job, stating the location, starting time, approximate direction of the job, the type of work to be performed, and the number of workmen required, prior to starting the job.

D.5.4 The Employer shall have the freedom of movement of all employees, materials and/or equipment on the above work throughout the area covered by this Agreement.

D.5.5 Wage rates and fringe benefits for Sewer, Storm Drain and Underground Piping Journeymen, Apprentices, and Pipe Tradesmen will be as listed in Appendix E.

D.5.6 In addition to the provisions of Section 5.5, any Employer covered by the provisions of this Section, hereby agrees to deduct from the wages of any employee dispatched from Local 345 doing work covered by this Section, working dues in the sum of 4% of the negotiated hourly wage rate multiplied by the number of hours worked in any given payroll period and will remit such sums to the Southern California Pipe Trades Trust Fund with Southern California Pipe Trades Trust Fund monthly contribution reporting forms, provided the employees in question have signed a valid authorization card, authorizing such deduction. Employees

dispatched from local unions other than Local 345 shall have District Council 16 Administrative Dues deducted from their wages as provided in Sections 5.5.2.1 and 5.5.2.2 of this agreement.

D.5.6.1 The working dues deduction shall be made each month by the remittance of said dues to the Southern California Pipe Trades Trust Fund, as Local Union No. 345's collection agent, not later than the 15th day of the succeeding month.

D.5.7 The work day shall be eight (8) hours, which shall be paid at straight time wage rates. Excluding hours specified in Paragraphs 4.1.1, 4.1.2, and 4.1.4, all other time worked, except Sundays and Holidays, shall be paid at one and one-half (1 1/2) times the hourly wage; Sundays and Holidays shall be paid at double time the hourly rate.

D.5.8 INCLEMENT WEATHER: In the event that an Employer's work, as defined herein, on a job is actually shut down for one (1) or more days during the normal work week by reason of inclement weather, the Employer shall be entitled to employ Journeymen and Helpers on the succeeding Saturday at straight time wage rates, but solely upon the following conditions:

D.5.8.1 In no event may Saturday straight time work be done, if, as a result thereof, any employee would work in excess of forty (40) hours of straight time wage rates during any week.

D.5.8.2 The Employer must give advance notice thereof to the Business Manager of the Local Union, which notice shall include: the day on which work was shut down for inclement weather, and the number of employees involved. Saturday worked in the absence of such notice shall be deemed to be double time work.

D.5.8.3 Saturday straight time work shall be solely on a voluntary basis, subject to the individual discretion and desire of the employees involved. In no case shall an employee be subjected to penalty or discipline for any refusal to do straight time Saturday work.

D.5.8.4 Any Employer abusing this provision by paying, or attempting to pay straight time wage rates for Saturday work, shall lose the right to do straight time

Saturday work during the remaining term of this Agreement.

D.5.9 On Sewer and Storm Drain, and Underground Piping work, the Employer shall be permitted to use employees based on the following conditions:

D.5.9.1 The workman in charge of laying the pipe shall be a Journeyman.

D.5.9.2 All other employees may be a Journeymen, Apprentice or Pipe Tradesmen at the option of the Employer. Apprentice hiring shall be covered by the ratios established in 4.10.2 of this agreement.

D.5.9.3 Apprentices and Pipe Tradesmen shall not be permitted on any job that does not have a Journeyman assigned thereto by the Employer.

D.5.9.4 All work incidental to the laying of the pipe, except work requiring operators for motorized equipment shall be done by employees under the terms of this Agreement.

D.5.10 Sewer, Storm Drain and Underground Piping work shall include all Sewer, Storm Drain and Underground piping outside of property lines and all sewer, storm drain, and underground piping inside property lines, but which is outside of the building. No other type of piping installation (i.e water, gas, sanitary plumbing, etc.) shall be performed under this section which is inside or under any buildings.

D.5.11 Any Employer assigning men covered by this Section to work not covered by this Section and/or any employees covered by this Section found to be performing work not covered by this Section shall be subject to such penalties and/or damages as the Joint Arbitration Board may assess.

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#### APPENDIX E WAGES & BENEFITS

##### E.1 WAGE RATES AND BENEFITS

E.1.1 The hourly wage rates and fringe contributions stipulated in Appendix E.1 of this Agreement, shall apply to work performed by employees on all work



covered by the terms of this Agreement in the following counties: Los Angeles, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, San Diego, Kern, Mono and Inyo Counties, including all Offshore Islands and Platforms. Increases of Wages and Benefits shall be per the attached Wage Rate sheets. All increases not specifically stipulated shall be allocated at the sole discretion of District Council No. 16 by vote of its affiliate Locals.

E.1.2 The parties agree that in view of the distance of job locations within Military Reservations in Southern California and in view of job hazards and other uncertainties of work on those reservations, all work performed upon Military Reservations will be paid at the zone wage rates and benefits stipulated in Appendix E of this Agreement.

E.1.3 The Base Wage Rate for Apprentices shall be a percentage of the Base Wage Rate of Journeymen. The percentages shall be as follows: 1<sup>st</sup> Period Apprentice- Forty Five Percent (45%); 2<sup>nd</sup> Period Apprentice- Fifty Percent (50%); 3<sup>rd</sup> Period Apprentice - Sixty Percent (60%); 4<sup>th</sup> Period Apprentice - Seventy Percent (70%); 5<sup>th</sup> Period Apprentice- Eighty Percent (80%).

## E.2 VACATION & HOLIDAY

E.2.1 Vacation and Holiday contributions on all overtime paid at time and one-half.

## E.3 NATIONAL PENSION

E.3.1 The Employer agrees to contribute to the U.A. NATIONAL PENSION TRUST FUND in the amount stipulated under Appendix E. Each overtime hour shall be counted as one regular hour for which contributions are payable.

## E.4 U.A. INTERNATIONAL TRAINING FUND

E.4.1 Commencing on July 1, 1998 and continuing for the duration of this Collective Bargaining Agreement, the Employer agrees to contribute to the U.A. INTERNATIONAL TRAINING FUND the amount stipulated in this agreement for each hour, or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. Each overtime hour shall be

counted as one regular hour for which contributions are payable.

## E.5 SUBSISTENCE REIMBURSEMENT

E.5.1 ZONES. The Employer shall select as a Local Zone Center, one of the following Zone Centers:

E.5.1.1 Local Union Hall, having jurisdiction over shop location, except the Zone Center for Local No. 78 & 250 shall be in the Los Angeles City Hall.

E.5.1.2 Contractor's shop or permanent place of business.

E.5.1.3 Between July 1 and July 15 of any year in which this Agreement is in effect, each Employer shall notify the Local Union in writing of the Zone Center he desires, with a copy to District Council No. 16; if he fails to so notify the Local Union and the District Council, he shall be deemed to have selected the Union Office. A Zone chosen under these provisions shall not be changed for the remainder of that year.

E.5.1.4 Where an Employer has at least one (1) man operating out of a valid branch operation, with permanent establishment and offices and active listed phone over twenty (20) hours per week for at least six (6) months, the Employer may select a Zone Center for such establishment. Job Site offices will not be considered as Zone Centers.

E.5.1.5 On jobs located in areas outside the Contractor's home area, the Zone Centers shall be the Local Union Hiring Hall having jurisdiction over the job, excluding men transferred under Paragraph 5.4.2.

E.5.2 The Employer shall pay subsistence at the minimum rate of fifty-six dollars (\$56.00) a day on all job sites fifty (50) miles and eighty-four dollars (\$84.00) a day on all jobs 100 miles or more air miles as listed in Appendix E, Paragraph E.5.4, from the Contractor's zone center, as specified in Appendix E, Paragraph E.5.1, E.5.1.1 and E.5.2 except for all military reservations covered by this Agreement, (see Appendix E, Paragraphs E.5.1 for zone pay). The Contractor and Local Business Manager may, prior to the start of any project, mutually agree upon a different daily subsistence rate based upon

actual reasonable costs supported by original receipts.

E.5.3 On jobs located on Offshore Islands or Platforms, the employees shall travel from the reporting point to the job site on Contractor's time. At the conclusion of the day, the return travel time shall likewise be paid by the Contractor at the applicable straight time rate. Travel time shall not be considered hours worked in computing overtime. If an overnight stay is required, lodging and meals shall be provided by the Employer.

E.5.4 Within the fifty (50) miles zone mentioned in Appendix E, Paragraph E.6.1, E.6.1.1 and E.6.1.2, the Contractor shall reimburse employees for ferry charge or bridge toll incurred daily going to and from the job.

E.5.5 Employees reporting for work for which subsistence is required, shall receive a full day's subsistence allowance at the specified rate for such job, unless they have been notified by the Contractor before the end of the last preceding shift, or the Employer has notified the employee prior to leaving home, not to report for work. Any employee leaving the job or project of his own volition shall have his subsistence prorated on the basis of actual hours worked.

E.5.6 All offshore installation of any kind off the coast of the area covered by this Agreement and outside the limits of the State of California shall be presumed to have been performed in the State of California, and Employer shall be required to make all withholding and wage deductions in accordance with the laws of the State of California.

## E.6 SERVICE & REPAIR

E.6.1 If the employer furnishes a truck, \$2.00 per hour to be deducted from the base rate for each hour work.

## E.7 FORMS

E.7.1 National Pension and U.A. Pension Training shall be combined and submitted to the U.A. using the proper forms.

E.7.2 National Pension Standard Form  
See attached

E.8 DISTRICT COUNCIL 16 AND  
LOCAL UNION ADMINISTRATIVE  
DUES CHECK-OFF

E.8.1 District Council No. 16 and Local  
Union Administrative Due Check-Off shall  
be deducted from the base rate of all  
employees for each hour worked.

E. 9 RATE SHEETS

See attached. ....31-38

APPENDIX F

STANDARD FOR EXCELLENCE

See attached. ....41

APPENDIX G

STANDARD FOR SAFETY

See attached. ....43

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## Wage Modifications

July 1, 2012

4% increase of total package

The increase of the total package to be allocated at the discretion of the Union

July 1, 2013

4% increase of total package

The increase of the total package to be allocated at the discretion of the Union

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(DISTRICT COUNCIL 16 WIDE)  
**WAGES AND FRINGE BENEFITS**  
**MASTER AGREEMENT**  
 July 1, 2011 - June 30, 2012

CLASS	WAGE	*** DUES DED'T	PENS.	H & W	V & H	NAT'L PENS.	UA TRAIN.	RET X-MAS	A&J TRAIN.	PIPE	LMCC	CONTR. EDUC DEV	TOTAL
Journeyman	36.47	{1.60}	6.97	7.61	3.03	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 59.49
**** Industrial Welder	40.12	{1.60}	6.97	7.61	3.03	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 63.14
Foreman	41.94	{1.60}	6.97	7.61	3.34	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 65.27
General Foreman	45.59	{1.60}	6.97	7.61	3.54	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 69.12
** Pre-Apprentice	13.68	{1.60}	0.00	0.00	0.00	0.38	0.10	0.00	0.28	0.13	0.05	0.24	\$ 14.86
* ** First Year	16.41	{1.10}	0.00	0.00	1.54	0.38	0.10	0.00	0.40	0.13	0.05	0.24	\$ 19.25
* Second Year	18.24	{1.60}	0.00	7.61	1.84	0.38	0.10	0.00	0.47	0.19	0.05	0.24	\$ 29.12
* Third Year	21.88	{1.60}	3.36	7.61	2.14	0.90	0.10	0.39	0.46	0.19	0.05	0.24	\$ 37.34
* Fourth Year	25.53	{1.60}	3.69	7.61	2.43	0.90	0.10	0.44	0.53	0.19	0.05	0.24	\$ 41.71
* Fifth Year	29.18	{1.60}	4.06	7.61	2.73	0.90	0.10	0.50	0.56	0.19	0.05	0.24	\$ 46.12

**SERVICE AND REPAIR**

Journeyman	35.27	{1.60}	6.66	7.61	3.03	3.00	0.10	0.55	0.55	0.25	0.05	0.24	\$ 57.31
Class 1	10.58	{1.60}	4.28	7.61	0.00	0.90	0.10	0.37	0.38	0.05	0.05	0.24	\$ 24.56
Class 2	14.46	{1.60}	4.61	7.61	0.00	0.90	0.10	0.55	0.38	0.10	0.05	0.24	\$ 29.00
Class 3	16.93	{1.60}	4.77	7.61	0.00	0.90	0.10	0.55	0.38	0.12	0.05	0.24	\$ 31.65
Class 4	21.87	{1.60}	5.09	7.61	0.00	0.90	0.10	0.55	0.38	0.13	0.05	0.24	\$ 36.92

**SEWER AND STORM DRAIN**

Journeyman	24.69	{1.60}	6.12	7.61	2.13	3.00	0.10	0.50	0.95	0.25	0.05	0.24	\$ 45.64
Pipe Trades	15.15	{1.60}	0.00	7.61	0.00	0.38	0.10	0.00	0.38	0.10	0.05	0.24	\$ 24.01

V & H CONTRIBUTIONS ON ALL OVERTIME PAID AT TIME AND ONE HALF.

EFFECTIVE JULY 1, 2010 IF AUTHORIZED WITH AN EMPLOYEE SIGNATURE CARD, \$0.05 PER HOUR WILL BE DEDUCTED FROM THE EMPLOYEES VACATION & HOLIDAY FUND AND WILL BE FORWARDED TO THE UNITED ASSOCIATION POLITICAL EDUCATION FUND.

EFFECTIVE JANUARY 1, 2007 IF AUTHORIZED WITH AN EMPLOYEE SIGNATURE CARD, \$0.01 PER HOUR WILL BE DEDUCTED FROM THE EMPLOYEES VACATION & HOLIDAY FUND AND WILL BE FORWARDED TO THE DISTRICT COUNCIL 16 POLITICAL EDUCATION FUND.

\* APPRENTICES WILL MAINTAIN CURRENT LEVELS OF COMPENSATION "BELOW" UNTIL SUCH ADVANCEMENT WILL INCREASE THE TOTAL PACKAGE "ABOVE"

\*\* PRE and FIRST YEAR APPRENTICES INDENTURED PRIOR TO JULY 1, 2011, HAVE A HEALTH & WELFARE CONTRIBUTION RATE OF \$6.02

\*\*\* DISTRICT COUNCIL DUES CHECK-OFF \$0.45 FOR FIRST YEAR APPRENTICES AND \$0.95 FOR ALL ADDITIONAL CLASSIFICATIONS PLUS \$0.65 LOCAL DUES FOR ALL CLASSIFICATIONS

\*\*\*\* REFERENCE D.3.1 OF THE MASTER LABOR AGREEMENT FOR DEFINITION OF INDUSTRIAL WELDING

CLASS	WAGE	DUES	PEN	H&W	V&H	NAT PEN	UA TRAIN	RET XMAS	A&J TRAIN	PIPE	CED	TOTAL
* Pre-Apprentice	12.71	{1.60}	0.00	6.02	0.00	0.38	0.10	0.00	0.23	0.13	0.22	\$ 19.79
* First Year	17.95	{1.10}	0.00	6.02	1.54	0.38	0.10	0.00	0.35	0.13	0.22	\$ 26.69
* Second Year	21.53	{1.60}	0.00	6.02	1.84	0.38	0.10	0.00	0.42	0.19	0.22	\$ 30.70
* Third Year	25.12	{1.60}	3.36	5.95	2.14	0.90	0.10	0.39	0.43	0.19	0.22	\$ 38.80
* Fourth Year	28.71	{1.60}	3.69	5.95	2.43	0.90	0.10	0.44	0.48	0.19	0.22	\$ 43.11
* Fifth Year	32.30	{1.60}	4.06	5.95	2.73	0.90	0.10	0.50	0.51	0.19	0.22	\$ 47.46

**ZONE-PAY**

AGREEMENT NO. 10014 / 30014  
CPMCA / INDEPENDENT  
MASTER AGREEMENT  
July 1, 2011

Page 1 of 2

(DISTRICT COUNCIL 16 WIDE)

WAGES AND FRINGE BENEFITS  
MASTER AGREEMENT  
July 1, 2011 - June 30, 2012

**ZONE-PAY 40-75 MILES**

CLASS	WAGE	*** DUES DED'T	PENS.	H & W	V & H	NAT'L PENS.	UA TRAIN.	RET X-MAS	A&J TRAIN.	PIPE	LMCC	CONTR. EDUC DEV	TOTAL
Journeyman	40.97	{1.60}	6.97	7.61	3.03	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 63.99
**** Industrial Welder	44.62	{1.60}	6.97	7.61	3.03	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 67.64
Foreman	46.44	{1.60}	6.97	7.61	3.34	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 69.77
General Foreman	50.09	{1.60}	6.97	7.61	3.54	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 73.62
** Pre-Apprentice	18.18	{1.60}	0.00	0.00	0.00	0.38	0.10	0.00	0.28	0.13	0.05	0.24	\$ 19.36
* ** First Year	20.91	{1.10}	0.00	0.00	1.54	0.38	0.10	0.00	0.40	0.13	0.05	0.24	\$ 23.75
* Second Year	22.74	{1.60}	0.00	7.61	1.84	0.38	0.10	0.00	0.47	0.19	0.05	0.24	\$ 33.62
* Third Year	26.38	{1.60}	3.36	7.61	2.14	0.90	0.10	0.39	0.48	0.19	0.05	0.24	\$ 41.84
* Fourth Year	30.03	{1.60}	3.69	7.61	2.43	0.90	0.10	0.44	0.53	0.19	0.05	0.24	\$ 46.21
* Fifth Year	33.68	{1.60}	4.06	7.61	2.73	0.90	0.10	0.50	0.56	0.19	0.05	0.24	\$ 50.62

**ZONE-PAY 75-100**

Journeyman	43.47	{1.60}	6.97	7.61	3.03	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 66.49
**** Industrial Welder	47.12	{1.60}	6.97	7.61	3.03	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 70.14
Foreman	48.94	{1.60}	6.97	7.61	3.34	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 72.27
General Foreman	52.59	{1.60}	6.97	7.61	3.54	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 76.12
** Pre-Apprentice	20.68	{1.60}	0.00	0.00	0.00	0.38	0.10	0.00	0.28	0.13	0.05	0.24	\$ 21.86
* ** First Year	23.41	{1.10}	0.00	0.00	1.54	0.38	0.10	0.00	0.40	0.13	0.05	0.24	\$ 26.25
* Second Year	25.24	{1.60}	0.00	7.61	1.84	0.38	0.10	0.00	0.47	0.19	0.05	0.24	\$ 36.12
* Third Year	28.88	{1.60}	3.36	7.61	2.14	0.90	0.10	0.39	0.48	0.19	0.05	0.24	\$ 44.34
* Fourth Year	32.53	{1.60}	3.69	7.61	2.43	0.90	0.10	0.44	0.53	0.19	0.05	0.24	\$ 48.71
* Fifth Year	36.18	{1.60}	4.06	7.61	2.73	0.90	0.10	0.50	0.56	0.19	0.05	0.24	\$ 53.12

**ZONE-PAY 100 MILES OR MORE**

Journeyman	46.97	{1.60}	6.97	7.61	3.03	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 69.99
**** Industrial Welder	50.62	{1.60}	6.97	7.61	3.03	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 73.64
Foreman	52.44	{1.60}	6.97	7.61	3.34	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 75.77
General Foreman	56.09	{1.60}	6.97	7.61	3.54	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 79.62
** Pre-Apprentice	24.18	{1.60}	0.00	0.00	0.00	0.38	0.10	0.00	0.28	0.13	0.05	0.24	\$ 25.36
* ** First Year	26.91	{1.10}	0.00	0.00	1.54	0.38	0.10	0.00	0.40	0.13	0.05	0.24	\$ 29.75
* Second Year	28.74	{1.60}	0.00	7.61	1.84	0.38	0.10	0.00	0.47	0.19	0.05	0.24	\$ 39.62
* Third Year	32.38	{1.60}	3.36	7.61	2.14	0.90	0.10	0.39	0.48	0.19	0.05	0.24	\$ 47.84
* Fourth Year	36.03	{1.60}	3.69	7.61	2.43	0.90	0.10	0.44	0.53	0.19	0.05	0.24	\$ 52.21
* Fifth Year	39.68	{1.60}	4.06	7.61	2.73	0.90	0.10	0.50	0.56	0.19	0.05	0.24	\$ 56.62

V & H CONTRIBUTIONS ON ALL OVERTIME PAID AT TIME AND ONE HALF.

EFFECTIVE JULY 1, 2010 IF AUTHORIZED WITH AN EMPLOYEE SIGNATURE CARD, \$0.05 PER HOUR WILL BE DEDUCTED FROM THE EMPLOYEES VACATION & HOLIDAY FUND AND WILL BE FORWARDED TO THE UNITED ASSOCIATION POLITICAL EDUCATION FUND.

EFFECTIVE JANUARY 1, 2007 IF AUTHORIZED WITH AN EMPLOYEE SIGNATURE CARD, \$0.01 PER HOUR WILL BE DEDUCTED FROM THE EMPLOYEES VACATION & HOLIDAY FUND AND WILL BE FORWARDED TO THE DISTRICT COUNCIL 16 POLITICAL EDUCATION FUND.

\* APPRENTICES WILL MAINTAIN CURRENT LEVELS OF COMPENSATION "BELOW" UNTIL SUCH ADVANCEMENT WILL INCREASE THE TOTAL PACKAGE "ABOVE"

\*\* PRE and FIRST YEAR APPRENTICES INDENTURED PRIOR TO JULY 1, 2011, HAVE A HEALTH & WELFARE CONTRIBUTION RATE OF \$6.02

\*\*\* DISTRICT COUNCIL DUES CHECK-OFF \$0.45 FOR FIRST YEAR APPRENTICES AND \$0.95 FOR ALL ADDITIONAL CLASSIFICATIONS PLUS \$0.65 LOCAL DUES FOR ALL CLASSIFICATIONS

\*\*\*\* REFERENCE D.3.1 OF THE MASTER LABOR AGREEMENT FOR DEFINITION OF INDUSTRIAL WELDING

SEE PAGE 2 OF 2 FOR APPRENTICE WAGE RATES

**ZONE-PAY**  
 (DISTRICT COUNCIL 16 WIDE)  
**APPRENTICE WAGE RATES**  
**WAGES AND FRINGE BENEFITS**  
**MASTER AGREEMENT**  
 July 1, 2011 - June 30, 2012

AGREEMENT NO. 10014 / 30014  
 CPMCA / INDEPENDENT  
 MASTER AGREEMENT  
 July 1, 2011

**ZONE-PAY 40-75 MILES**

<u>CLASS</u>	<u>WAGE</u>	<u>DUES</u>	<u>PEN</u>	<u>H&amp;W</u>	<u>V&amp;H</u>	<u>PEN</u>	<u>UA</u> <u>TRAIN</u>	<u>RET</u> <u>XMAS</u>	<u>A&amp;J</u> <u>TRAIN</u>	<u>PIPE</u>	<u>CED</u>	<u>TOTAL</u>
* Pre-Apprentice	17.21	{1.60}	0.00	6.02	0.00	0.38	0.10	0.00	0.23	0.13	0.22	\$ 24.29
* First Year	22.45	{1.10}	0.00	6.02	1.54	0.38	0.10	0.00	0.35	0.13	0.22	\$ 31.19
* Second Year	26.03	{1.60}	0.00	6.02	1.84	0.38	0.10	0.00	0.42	0.19	0.22	\$ 35.20
* Third Year	29.62	{1.60}	3.36	5.95	2.14	0.90	0.10	0.39	0.43	0.19	0.22	\$ 43.30
* Fourth Year	33.21	{1.60}	3.69	5.95	2.43	0.90	0.10	0.44	0.48	0.19	0.22	\$ 47.61
* Fifth Year	36.80	{1.60}	4.06	5.95	2.73	0.90	0.10	0.50	0.51	0.19	0.22	\$ 51.96

**ZONE-PAY 75-100 MILES**

<u>CLASS</u>	<u>WAGE</u>	<u>DUES</u>	<u>PEN</u>	<u>H&amp;W</u>	<u>V&amp;H</u>	<u>PEN</u>	<u>UA</u> <u>TRAIN</u>	<u>RET</u> <u>XMAS</u>	<u>A&amp;J</u> <u>TRAIN</u>	<u>PIPE</u>	<u>CED</u>	<u>TOTAL</u>
* Pre-Apprentice	19.71	{1.60}	0.00	6.02	0.00	0.38	0.10	0.00	0.23	0.13	0.22	\$ 26.79
* First Year	24.95	{1.10}	0.00	6.02	1.54	0.38	0.10	0.00	0.35	0.13	0.22	\$ 33.69
* Second Year	28.53	{1.60}	0.00	6.02	1.84	0.38	0.10	0.00	0.42	0.19	0.22	\$ 37.70
* Third Year	32.12	{1.60}	3.36	5.95	2.14	0.90	0.10	0.39	0.43	0.19	0.22	\$ 45.80
* Fourth Year	35.71	{1.60}	3.69	5.95	2.43	0.90	0.10	0.44	0.48	0.19	0.22	\$ 50.11
* Fifth Year	39.30	{1.60}	4.06	5.95	2.73	0.90	0.10	0.50	0.51	0.19	0.22	\$ 54.46

**ZONE-PAY 100 MILES OR MORE**

<u>CLASS</u>	<u>WAGE</u>	<u>DUES</u>	<u>PEN</u>	<u>H&amp;W</u>	<u>V&amp;H</u>	<u>PEN</u>	<u>UA</u> <u>TRAIN</u>	<u>RET</u> <u>XMAS</u>	<u>A&amp;J</u> <u>TRAIN</u>	<u>PIPE</u>	<u>CED</u>	<u>TOTAL</u>
* Pre-Apprentice	23.21	{1.60}	0.00	6.02	0.00	0.38	0.10	0.00	0.23	0.13	0.22	\$ 30.29
* First Year	28.45	{1.10}	0.00	6.02	1.54	0.38	0.10	0.00	0.35	0.13	0.22	\$ 37.19
* Second Year	32.03	{1.60}	0.00	6.02	1.84	0.38	0.10	0.00	0.42	0.19	0.22	\$ 41.20
* Third Year	35.62	{1.60}	3.36	5.95	2.14	0.90	0.10	0.39	0.43	0.19	0.22	\$ 49.30
* Fourth Year	39.21	{1.60}	3.69	5.95	2.43	0.90	0.10	0.44	0.48	0.19	0.22	\$ 53.61
* Fifth Year	42.80	{1.60}	4.06	5.95	2.73	0.90	0.10	0.50	0.51	0.19	0.22	\$ 57.96



(DISTRICT COUNCIL # 16 WIDE)  
 IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN DIEGO  
 SAN BERNARDINO, SANTA BARBARA, SAN LUIS OBISPO and VENTURA COUNTIE:

**CPMCA / INDEPENDENT**  
 MASTER  
 LANDSCAPE - IRRIGATION and  
 SPECIALTY PIPING APPLICATIONS  
 AGREEMENT NO 34012  
 Revised 5-26-2011

(DISTRICT COUNCIL # 16 WIDE)  
 IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN DIEGO  
 SAN BERNARDINO, SANTA BARBARA, SAN LUIS OBISPO and VENTURA COUNTIE:

**WAGES AND FRINGE BENEFIT SHEET**

July 1, 2011 -- June 30, 2012

Revised 5-26-2011

CLASS	BASE RATE PER HR	D.C. DEDT	WRK. PRES DEDT	**345 DUES DEDT	V&H	PENS.	RET FUND	H&W	A&J TRAIN.	PIPE	LMCC	CONTR. EDUC FUND	NAT'L PENS.	NAT'L TRAIN	TOTAL
FOREMAN	26.10	{.53}	{.21}	[4%]	3.07	4.58	0.55	7.61	0.60	0.10	0.00	0.17	3.00	0.10	\$ 45.88
JOURNEYMAN	24.86	{.53}	{.21}	[4%]	2.49	4.58	0.55	7.61	0.60	0.10	0.00	0.17	3.00	0.10	\$ 44.06

**APPRENTICE RATES**

CLASS	BASE RATE PER HR	D.C. DEDT	WRK. PRES DEDT	**345 DUES DEDT	V&H	PENS.	RET FUND	H&W	A&J TRAIN.	PIPE	LMCC	CONTR. EDUC FUND	NAT'L PENS.	NAT'L TRAIN	TOTAL
1ST YR.	12.43	{.53}	{.21}	[4%]	1.30	0.00	0.00	7.61	0.40	0.10	0.00	0.17	0.38	0.10	\$ 22.49
2ND YR	14.92	{.53}	{.21}	[4%]	1.53	0.00	0.00	7.61	0.47	0.10	0.00	0.17	0.38	0.10	\$ 25.28
3RD YR	17.40	{.53}	{.21}	[4%]	1.76	3.09	0.29	7.61	0.48	0.10	0.00	0.17	0.90	0.10	\$ 31.90
4TH YR	19.89	{.53}	{.21}	[4%]	2.00	3.09	0.33	7.61	0.53	0.10	0.00	0.17	0.90	0.10	\$ 34.72
5TH YR	22.37	{.53}	{.21}	[4%]	2.24	3.68	0.36	7.61	0.56	0.10	0.00	0.17	1.13	0.10	\$ 38.32

CLASS	BASE RATE PER HR	D.C. DEDT	WRK. PRES DEDT	**345 DUES DEDT	H&W	PIPE	CONTR. EDUC FUND	LMCC	CONTR. EDUC PENS.	NAT'L PENS.	NAT'L TRAIN	TOTAL
TRADESMAN	12.43	{.38}	{.21}	[4%]	2.00	0.10	0.17	0.00	0.50	0.38	0.10	\$ 15.68

**SEWER AND STORM DRAIN**

CLASS	WAGE	D.C. DUES	WRK. PRES.	L345 DUES	PENS.	V&H	H&W	DCPP PENSION	NAT'L PENS.	NAT'L TRAIN	RET X-MAS	LMCC	A&J	PIPE	CONTR. EDUC	TOTAL
JOURNEYMAN	24.69	{.95}	{.21}	[4%]	6.12	0.00	7.61	0.00	3.00	0.10	0.50	0.05	0.95	0.25	0.24	\$ 45.64
TRADESMAN	15.15	{.38}	{.21}	[4%]	0.00	0.00	7.61	0.00	0.38	0.10	0.00	0.05	0.38	0.10	0.24	\$ 24.01
*345-TRADESMAN	15.15	{.38}	{.21}	[4%]	0.00	0.00	2.00	5.71	0.38	0.10	0.00	0.05	0.33	0.10	0.24	\$ 24.06

Wage rates listed above include dues. The employer agrees to deduct from the **Gross Base Wage**, DC#16 Dues, Work Preservation Dues, Dues and Local Union 345 supplemental working dues.

\*\*Local 345 Dues are 4% of the **Gross Base Wage** remaining after deducting DC #16 Dues, Dues and Work Preservation Dues.(do not include V&H in Gross Base Wage).

V & H Contributions on all OVERTIME paid at time and one half.

National Pension and U.A. Training shall be combined and submitted to the U.A. using the proper form.

\*345-TRADESMAN The total package shall be allocated to pay \$2.00 to the SCPT H&W Fund and \$5.72 to the SCPT D.C. Fund

LU-345

Signature \_\_\_\_\_  
 Dated: \_\_\_\_\_

CPMCA  
 Signature \_\_\_\_\_  
 Dated: \_\_\_\_\_



WAGES AND FRINGE BENEFITS  
 MASTER AGREEMENT  
 July 1, 2011 - June 30, 2012

CLASS	WAGE	*** DUES DED'T	PENS.	H & W	V & H	NAT'L PENS.	UA TRAIN.	RET X-MAS	A&J TRAIN.	PIPE	LMCC	CONTR. EDUC DEV	TOTAL
Journeyman	33.91	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 55.46
**** Industrial Welder	37.30	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 58.85
Foreman	39.00	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 60.55
General Foreman	42.39	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 63.94
** Pre-Apprentice	12.72	{1.60}	0.00	0.00	0.00	0.38	0.10	0.00	0.28	0.13	0.05	0.24	\$ 13.90
* ** First Year	15.26	{1.10}	0.00	0.00	0.78	0.38	0.10	0.00	0.40	0.13	0.05	0.24	\$ 17.34
* Second Year	16.96	{1.60}	0.00	7.61	0.94	0.38	0.10	0.00	0.47	0.19	0.05	0.24	\$ 26.94
* Third Year	20.35	{1.60}	3.36	7.61	1.09	0.90	0.10	0.39	0.48	0.19	0.05	0.24	\$ 34.76
* Fourth Year	23.74	{1.60}	3.69	7.61	1.25	0.90	0.10	0.44	0.53	0.19	0.05	0.24	\$ 38.74
* Fifth Year	27.13	{1.60}	4.06	7.61	1.40	0.90	0.10	0.50	0.56	0.19	0.05	0.24	\$ 42.74

SERVICE AND REPAIR

Journeyman	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Class 1	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Class 2	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Class 3	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Class 4	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -

SEWER AND STORM DRAIN

Journeyman	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -
Pipe Trades	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -

V & H CONTRIBUTIONS ON ALL OVERTIME PAID AT TIME AND ONE HALF.

EFFECTIVE JULY 1, 2010 IF AUTHORIZED WITH AN EMPLOYEE SIGNATURE CARD, \$0.05 PER HOUR WILL BE DEDUCTED FROM THE EMPLOYEES VACATION & HOLIDAY FUND AND WILL BE FORWARDED TO THE UNITED ASSOCIATION POLITICAL EDUCATION FUND.

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\* APPRENTICES WILL MAINTAIN CURRENT LEVELS OF COMPENSATION "BELOW" UNTIL SUCH ADVANCEMENT WILL INCREASE THE TOTAL PACKAGE "ABOVE"

\*\* PRE and FIRST YEAR APPRENTICES INDENTURED PRIOR TO JULY 1, 2011, HAVE A HEALTH & WELFARE CONTRIBUTION RATE OF \$6.02

\*\*\* DISTRICT COUNCIL DUES CHECK-OFF \$0.45 FOR FIRST YEAR APPRENTICES AND \$0.95 FOR ALL ADDITIONAL CLASSIFICATIONS PLUS \$0.65 LOCAL DUES FOR ALL CLASSIFICATIONS

\*\*\*\* REFERENCE D.3.1 OF THE MASTER LABOR AGREEMENT FOR DEFINITION OF INDUSTRIAL WELDING

CLASS	WAGE	DUES	PEN	H&W	V&H	NAT PEN	UA TRAIN	RET XMAS	A&J TRAIN	PIPE	CEC	TOTAL
* Pre-Apprentice	11.67	{1.60}	0.00	6.02	0.00	0.38	0.10	0.00	0.22	0.13	0.22	\$ 18.74
* First Year	16.67	{1.10}	0.00	6.02	0.78	0.38	0.10	0.20	0.34	0.13	0.22	\$ 24.84
* Second Year	20.00	{1.60}	0.00	6.02	0.94	0.38	0.10	0.29	0.40	0.19	0.22	\$ 28.53
* Third Year	23.33	{1.60}	3.36	5.95	1.09	0.90	0.10	0.34	0.41	0.19	0.22	\$ 35.89
* Fourth Year	26.66	{1.60}	3.69	5.95	1.25	0.90	0.10	0.40	0.46	0.19	0.22	\$ 39.82
* Fifth Year	30.00	{1.60}	4.06	5.95	1.40	0.90	0.10	0.45	0.49	0.19	0.22	\$ 43.76

**ZONE-PAY**  
**WAGES AND FRINGE BENEFITS**  
**MASTER AGREEMENT**  
 July 1, 2011 - June 30, 2012

**AGREEMENT NO. 30714**  
**CPMCA / INDEPENDENT**  
**MASTER AGREEMENT**  
**KERN, INYO AND MONO COUNTIES**  
 July 1, 2011

**ZONE-PAY 40-75 MILES**

CLASS	WAGE	*** DUES DED'T	PENS.	H & W	V & H	NAT'L PENS.	UA TRAIN.	RET X-MAS	A&J TRAIN.	PIPE	LMCC	CONTR. EDUC DEV	TOTAL
Journeyman	38.41	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 59.96
**** Industrial Welder	41.80	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 63.35
Foreman	43.50	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 65.05
General Foreman	46.89	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 68.44
** Pre-Apprentice	17.22	{1.60}	0.00	0.00	0.00	0.38	0.10	0.00	0.28	0.13	0.05	0.24	\$ 18.40
* ** First Year	19.76	{1.10}	0.00	0.00	0.78	0.38	0.10	0.00	0.40	0.13	0.05	0.24	\$ 21.84
* Second Year	21.46	{1.60}	0.00	7.61	0.94	0.38	0.10	0.00	0.47	0.19	0.05	0.24	\$ 31.44
* Third Year	24.85	{1.60}	3.36	7.61	1.09	0.90	0.10	0.39	0.48	0.19	0.05	0.24	\$ 39.26
* Fourth Year	28.24	{1.60}	3.69	7.61	1.25	0.90	0.10	0.44	0.53	0.19	0.05	0.24	\$ 43.24
* Fifth Year	31.63	{1.60}	4.06	7.61	1.40	0.90	0.10	0.50	0.56	0.19	0.05	0.24	\$ 47.24

**ZONE-PAY 75-100**

Journeyman	40.91	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 62.46
**** Industrial Welder	44.30	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 65.85
Foreman	46.00	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 67.55
General Foreman	49.39	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 70.94
** Pre-Apprentice	19.72	{1.60}	0.00	0.00	0.00	0.38	0.10	0.00	0.28	0.13	0.05	0.24	\$ 20.90
* ** First Year	22.26	{1.10}	0.00	0.00	0.78	0.38	0.10	0.00	0.40	0.13	0.05	0.24	\$ 24.34
* Second Year	23.96	{1.60}	0.00	7.61	0.94	0.38	0.10	0.00	0.47	0.19	0.05	0.24	\$ 33.94
* Third Year	27.35	{1.60}	3.36	7.61	1.09	0.90	0.10	0.39	0.48	0.19	0.05	0.24	\$ 41.76
* Fourth Year	30.74	{1.60}	3.69	7.61	1.25	0.90	0.10	0.44	0.53	0.19	0.05	0.24	\$ 45.74
* Fifth Year	34.13	{1.60}	4.06	7.61	1.40	0.90	0.10	0.50	0.56	0.19	0.05	0.24	\$ 49.74

**ZONE-PAY 100 MILES OR MORE**

Journeyman	44.41	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 65.96
**** Industrial Welder	47.80	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 69.35
Foreman	49.50	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 71.05
General Foreman	52.89	{1.60}	6.97	7.61	1.56	3.00	0.10	0.55	1.22	0.25	0.05	0.24	\$ 74.44
** Pre-Apprentice	23.22	{1.60}	0.00	0.00	0.00	0.38	0.10	0.00	0.28	0.13	0.05	0.24	\$ 24.40
* ** First Year	25.76	{1.10}	0.00	0.00	0.78	0.38	0.10	0.00	0.40	0.13	0.05	0.24	\$ 27.84
* Second Year	27.46	{1.60}	0.00	7.61	0.94	0.38	0.10	0.00	0.47	0.19	0.05	0.24	\$ 37.44
* Third Year	30.85	{1.60}	3.36	7.61	1.09	0.90	0.10	0.39	0.48	0.19	0.05	0.24	\$ 45.26
* Fourth Year	34.24	{1.60}	3.69	7.61	1.25	0.90	0.10	0.44	0.53	0.19	0.05	0.24	\$ 49.24
* Fifth Year	37.63	{1.60}	4.06	7.61	1.40	0.90	0.10	0.50	0.56	0.19	0.05	0.24	\$ 53.24

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\*\*\*\* REFERENCE D.3.1 OF THE MASTER LABOR AGREEMENT FOR DEFINITION OF INDUSTRIAL WELDING

SEE PAGE 2 OF 2 FOR APPRENTICE WAGE RATES

Revised 6-22-2011

**ZONE-PAY**  
**WAGES AND FRINGE BENEFITS**  
**MASTER AGREEMENT**  
 July 1, 2011 - June 30, 2012

**AGREEMENT NO. 30714**  
**CPMCA / INDEPENDENT**  
**MASTER AGREEMENT**  
**KERN, INYO AND MONO COUNTIES**  
 July 1, 2011

**ZONE-PAY 40-75 MILES**

<u>CLASS</u>	<u>WAGE</u>	<u>DUES</u>	<u>PEN</u>	<u>H&amp;W</u>	<u>V&amp;H</u>	<u>PEN</u>	<u>UA</u> <u>TRAIN</u>	<u>RET</u> <u>XMAS</u>	<u>A&amp;J</u> <u>TRAIN</u>	<u>PIPE</u>	<u>CED</u>	<u>TOTAL</u>
* Pre-Apprentice	16.17	{1.60}	0.00	6.02	0.00	0.38	0.10	0.00	0.22	0.13	0.22	\$ 23.24
* First Year	21.17	{1.10}	0.00	6.02	0.78	0.38	0.10	0.20	0.34	0.13	0.22	\$ 29.34
* Second Year	24.50	{1.60}	0.00	6.02	0.94	0.38	0.10	0.29	0.40	0.19	0.22	\$ 33.04
* Third Year	27.83	{1.60}	3.36	5.95	1.09	0.90	0.10	0.34	0.41	0.19	0.22	\$ 40.39
* Fourth Year	31.16	{1.60}	3.69	5.95	1.25	0.90	0.10	0.40	0.46	0.19	0.22	\$ 44.32
* Fifth Year	34.50	{1.60}	4.06	5.95	1.40	0.90	0.10	0.45	0.49	0.19	0.22	\$ 48.26

**ZONE-PAY 75-100 MILES**

<u>CLASS</u>	<u>WAGE</u>	<u>DUES</u>	<u>PEN</u>	<u>H&amp;W</u>	<u>V&amp;H</u>	<u>PEN</u>	<u>UA</u> <u>TRAIN</u>	<u>RET</u> <u>XMAS</u>	<u>A&amp;J</u> <u>TRAIN</u>	<u>PIPE</u>	<u>CED</u>	<u>TOTAL</u>
* Pre-Apprentice	18.67	{1.60}	0.00	6.02	0.00	0.38	0.10	0.00	0.22	0.13	0.22	\$ 25.74
* First Year	23.67	{1.10}	0.00	6.02	0.78	0.38	0.10	0.20	0.34	0.13	0.22	\$ 31.84
* Second Year	27.00	{1.60}	0.00	6.02	0.94	0.38	0.10	0.29	0.40	0.19	0.22	\$ 35.54
* Third Year	30.33	{1.60}	3.36	5.95	1.09	0.90	0.10	0.34	0.41	0.19	0.22	\$ 42.89
* Fourth Year	33.66	{1.60}	3.69	5.95	1.25	0.90	0.10	0.40	0.46	0.19	0.22	\$ 46.82
* Fifth Year	37.00	{1.60}	4.06	5.95	1.40	0.90	0.10	0.45	0.49	0.19	0.22	\$ 50.76

**ZONE-PAY 100 MILES OR MORE**

<u>CLASS</u>	<u>WAGE</u>	<u>DUES</u>	<u>PEN</u>	<u>H&amp;W</u>	<u>V&amp;H</u>	<u>PEN</u>	<u>UA</u> <u>TRAIN</u>	<u>RET</u> <u>XMAS</u>	<u>A&amp;J</u> <u>TRAIN</u>	<u>PIPE</u>	<u>CED</u>	<u>TOTAL</u>
* Pre-Apprentice	22.17	{1.60}	0.00	6.02	0.00	0.38	0.10	0.00	0.22	0.13	0.22	\$ 29.24
* First Year	27.17	{1.10}	0.00	6.02	0.78	0.38	0.10	0.20	0.34	0.13	0.22	\$ 35.34
* Second Year	30.50	{1.60}	0.00	6.02	0.94	0.38	0.10	0.29	0.40	0.19	0.22	\$ 39.04
* Third Year	33.83	{1.60}	3.36	5.95	1.09	0.90	0.10	0.34	0.41	0.19	0.22	\$ 46.39
* Fourth Year	37.16	{1.60}	3.69	5.95	1.25	0.90	0.10	0.40	0.46	0.19	0.22	\$ 50.32
* Fifth Year	40.50	{1.60}	4.06	5.95	1.40	0.90	0.10	0.45	0.49	0.19	0.22	\$ 54.26



## APPENDIX F

### STANDARD FOR EXCELLENCE

#### MEMBER AND LOCAL 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 craftworkers 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 craftworkers 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, NCPWB, 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, journeymen 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

STANDARD FOR EXCELLENCE



## APPENDIX F

### STANDARD FOR EXCELLENCE

(Continued)

#### 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 contractors, 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/her further employment.

#### ADDITIONAL JOINTLY SUPPORTED METHODS OF PROBLEM RESOLUTIONS:

- In the event an issue is irresolvable at this level, the local or the contractor may call for a 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.

STANDARD FOR EXCELLENCE



## APPENDIX G

### STANDARD FOR SAFETY

#### MEMBER AND LOCAL UNION RESPONSIBILITIES:

- Take pride in working safely
- Never take shortcuts or chances
- Always wear the proper personal protective equipment
- Pay attention at safety meetings
- Don't try something if you don't know how to do it
- Make sure your work area is clean and well lit
- Keep walkways clear
- Focus on your task at hand
- Know where the exits are
- Lift with your legs and push rather than pull a heavy load
- Inspect all rigging equipment prior to use
- Remove defective equipment from service immediately
- Never work under a suspended load
- Use and place ladders carefully
- Never stand on the top two rungs of a ladder
- Fall protection to be worn when exposed to a fall of 6 feet or more
- Never attempt to move a person who has fallen unless they are in immediate danger
- Learn CPR, first aid and emergency procedures
- Don't overload electrical outlets
- Report near misses
- Keep hazardous substances off of skin and clothing
- Report exposures to your employer
- Know the hazards of the materials you work with
- Never take lunch boxes into work areas where chemicals may contaminate your food
- Carry sharp tools with the points down
- Lock out Tag out machinery before repairing it and prove that it is de-energized
- Inspect tools for damage and repair or remove from service
- Check for fraying of power cords
- Have properly guarded tools
- Dress right for heat or cold
- Long hair should be tucked away under hard hat or cap, especially when working around moving equipment
- Always wear long sleeved shirts when working with welders or around steam
- If you wear prescription glasses, have your eyes checked annually
- Stay alert and get the proper amount of sleep
- When taking medications, know the side effects such as dizziness, etc.
- When working shift work, never drink alcohol within 8 hours of your shift
- All UA jobs have zero tolerance for drugs and alcohol
- In the hot summer months, drink plenty of water to stay hydrated and avoid heat stroke
- Cell phones are to be used at break and lunch time only
- Always put caps on oxygen and acetylene bottles when transporting them

#### EMPLOYER AND MANAGEMENT RESPONSIBILITIES:

- Store flammables correctly
- Lock out Tag out machinery before repairing it
- Check for fraying on power cords
- Remove unsafe tools from service
- Have properly guarded tools
- Provide adequate sanitary facilities
- Supply first aid kits with periodic inspections
- Treat injuries promptly
- Provide safety training
- Require pre-task planning for potentially hazardous tasks
- Provide proper ventilation
- Plan the job before you start
- Provide Material safety data sheets
- Have basic, standard personal protective equipment available for use
- Require fall protection to be worn when exposed to a fall of 6 feet or more
- Maintain rigging equipment in safe operating condition.
- Remove defective equipment from service immediately
- Encourage all Foremen and General Foremen to advance and take OSHA 30 when available. *(This will increase their safety awareness, like recognizing if a scaffold is built properly before they ask their UA brothers and sisters to get on a dangerous scaffold.)*
- UA 10 & UA 30 is available at no charge in many Local Unions

*In Canada the above safety regulations fall under either the Worker Compensation Board or the Provincial Safety Authority.*





**PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND  
REVISED STANDARD FORM OF PARTICIPATION AGREEMENT**

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. a) Commencing with the first day of \_\_\_\_\_, 20 \_\_\_\_, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>	<u>EFFECTIVE DATE</u>
Journeyman	_____ per hour	_____
Apprentice	_____ per hour	_____
_____	_____ per hour	_____
Other – specify	_____ per hour	_____

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "employees" for purposes of the Plan and this Standard Form of Participation Agreement

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable).
- c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employer's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein or in a separate participation agreement.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees when serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorized the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.



PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND  
REVISED STANDARD FORM OF PARTICIPATION AGREEMENT

- 3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
- 4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
- 5. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, and provisions of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.
- 6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
- 7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is \_\_\_\_\_, 20 \_\_\_\_\_. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

FOR LOCAL UNION NO. \_\_\_\_\_, UNITED ASSOCIATION

BY \_\_\_\_\_  
(Authorized Union Officer)

FOR THE EMPLOYER\*

\_\_\_\_\_  
(Insert Name of Employer)

Address \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Officer of Employer)

Date \_\_\_\_\_, 20 \_\_\_\_.

\*If Employer Association, attach a list of the names and addresses of the Employers represented by Association.

**NOTE:** This form should be attached to the Collective Bargaining Agreement. It is not necessary to repeat the clause in the Collective Bargaining Agreement. You may refer to it in your Collective Bargaining Agreement by stating therein: "The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement attached to and made part of this Agreement." If you want to include the language of this form in the body of a Collective Bargaining Agreement that may be done and the signature of the parties at the end of that agreement will be sufficient.

# CPMCA 2011-2014 MASTER AGREEMENT SIGNATURES

This Agreement shall be deemed executed when the parties signing shall have affixed their signatures hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**EMPLOYER'S SIGNATURES**

By \_\_\_\_\_  
Responsible Party of Firm Title

**CONTRACTOR REQUIREMENTS AND INFORMATION**

Employer Firm Name \_\_\_\_\_

Firm Address: Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Firm Phone No. \_\_\_\_\_ State License No. \_\_\_\_\_

Firm Fax No. \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

State License Bond Carrier \_\_\_\_\_

Check only if primary work is for:

Service & Repair Plumbing  Irrigation & Lawn Sprinkler  Sewer & Storm Drain  Industrial

Workers' Compensation Insurance Carrier \_\_\_\_\_

Is Firm Incorporated? \_\_\_\_\_ Partnership? \_\_\_\_\_ or Single Ownership? \_\_\_\_\_

Please check, if applicable & certified:

MBE (Minority Enterprise) \_\_\_\_\_ WBE (Women Enterprise) \_\_\_\_\_

DBE (Disadvantage Enterprise) \_\_\_\_\_ DVBE (Disabled Veteran Enterprise) \_\_\_\_\_

Names of all Owners of Firm holding a financial interest: \_\_\_\_\_ % Ownership

1. \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

2. \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

3. \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

4. \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

5. \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

6. RMO (if any) \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Name of person excluded from coverage by the Labor Agreement (See Sect. C.1.1)

\_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

I HAVE RECEIVED A COPY OF THE MASTER LABOR AGMT

UNION AGENT WITNESS \_\_\_\_\_ Local Union No. \_\_\_\_\_

**PIPE TRADES DISTRICT COUNCIL NO. 16 SIGNATURES**

By \_\_\_\_\_ By \_\_\_\_\_  
President Business Manager Financial Secretary-Treasurer



# CPMCA 2011-2014 MASTER AGREEMENT SIGNATURES

This Agreement shall be deemed executed when the parties signing shall have affixed their signatures hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**EMPLOYER'S SIGNATURES**

By \_\_\_\_\_  
Responsible Party of Firm Title

**CONTRACTOR REQUIREMENTS AND INFORMATION**

Employer Firm Name \_\_\_\_\_

Firm Address: Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Firm Phone No. \_\_\_\_\_ State License No. \_\_\_\_\_

Firm Fax No. \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

State License Bond Carrier \_\_\_\_\_

Check only if primary work is for:

Service & Repair Plumbing  Irrigation & Lawn Sprinkler  Sewer & Storm Drain  Industrial

Workers' Compensation Insurance Carrier \_\_\_\_\_

Is Firm Incorporated? \_\_\_\_\_ Partnership? \_\_\_\_\_ or Single Ownership? \_\_\_\_\_

Please check, if applicable & certified:

MBE (Minority Enterprise) \_\_\_\_\_ WBE (Women Enterprise) \_\_\_\_\_

DBE (Disadvantage Enterprise) \_\_\_\_\_ DVBE (Disabled Veteran Enterprise) \_\_\_\_\_

Names of all Owners of Firm holding a financial interest: \_\_\_\_\_ % Ownership

- |    |       |             |       |       |
|----|-------|-------------|-------|-------|
| 1. | _____ | Soc. Sec. # | _____ | _____ |
| 2. | _____ | Soc. Sec. # | _____ | _____ |
| 3. | _____ | Soc. Sec. # | _____ | _____ |
| 4. | _____ | Soc. Sec. # | _____ | _____ |
| 5. | _____ | Soc. Sec. # | _____ | _____ |

6. RMO (if any) \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Name of person excluded from coverage by the Labor Agreement (See Sect. C.1.1)  
\_\_\_\_\_  
Soc. Sec. # \_\_\_\_\_

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UNION AGENT WITNESS \_\_\_\_\_ Local Union No. \_\_\_\_\_

**PIPE TRADES DISTRICT COUNCIL NO. 16 SIGNATURES**

By \_\_\_\_\_ By \_\_\_\_\_  
President Business Manager Financial Secretary-Treasurer



# CPMCA 2011-2014 MASTER AGREEMENT SIGNATURES

This Agreement shall be deemed executed when the parties signing shall have affixed their signatures hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**EMPLOYER'S SIGNATURES**

By \_\_\_\_\_  
Responsible Party of Firm Title

**CONTRACTOR REQUIREMENTS AND INFORMATION**

Employer Firm Name \_\_\_\_\_

Firm Address: Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Firm Phone No. \_\_\_\_\_ State License No. \_\_\_\_\_

Firm Fax No. \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

State License Bond Carrier \_\_\_\_\_

Check only if primary work is for:

Service & Repair Plumbing  Irrigation & Lawn Sprinkler  Sewer & Storm Drain  Industrial

Workers' Compensation Insurance Carrier \_\_\_\_\_

Is Firm Incorporated? \_\_\_\_\_ Partnership? \_\_\_\_\_ or Single Ownership? \_\_\_\_\_

Please check, if applicable & certified:

MBE (Minority Enterprise) \_\_\_\_\_ WBE (Women Enterprise) \_\_\_\_\_

DBE (Disadvantage Enterprise) \_\_\_\_\_ DVBE (Disabled Veteran Enterprise) \_\_\_\_\_

Names of all Owners of Firm holding a financial interest: \_\_\_\_\_ % Ownership

- |    |       |                   |       |
|----|-------|-------------------|-------|
| 1. | _____ | Soc. Sec. # _____ | _____ |
| 2. | _____ | Soc. Sec. # _____ | _____ |
| 3. | _____ | Soc. Sec. # _____ | _____ |
| 4. | _____ | Soc. Sec. # _____ | _____ |
| 5. | _____ | Soc. Sec. # _____ | _____ |

6. RMO (if any) \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Name of person excluded from coverage by the Labor Agreement (See Sect. C.1.1)

\_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

I HAVE RECEIVED A COPY OF THE MASTER LABOR AGMT

UNION AGENT WITNESS \_\_\_\_\_ Local Union No. \_\_\_\_\_

**PIPE TRADES DISTRICT COUNCIL NO. 16 SIGNATURES**

By \_\_\_\_\_ President By \_\_\_\_\_ Business Manager Financial Secretary-Treasurer







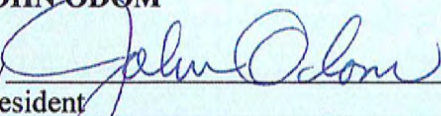
**MASTER LABOR AGREEMENT  
JULY 1, 2011 – JUNE 30, 2014  
SIGNATURES**

**This agreement shall be deemed executed when the parties signing shall have affixed their signatures hereto.**

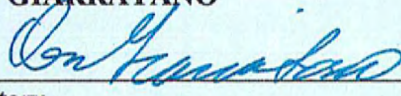
**IN WITNESS WHEREOF, the parties hereunto set their hands and seals to modify this agreement June 30, 2011 with the effective date July 1, 2011 through June 30, 2014.**

**CALIFORNIA PLUMBING AND MECHANICAL CONTRACTORS ASSOCIATION**

**JOHN ODOM**

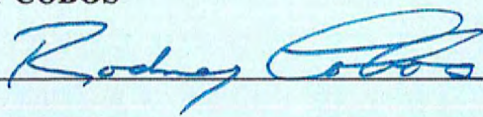
By   
\_\_\_\_\_  
President

**DON GIARRATANO**

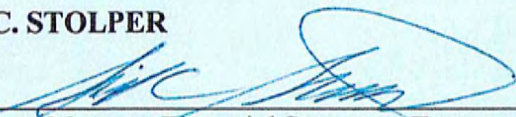
By   
\_\_\_\_\_  
Secretary

**SOUTHERN CALIFORNIA PIPE TRADES DISTRICT COUNCIL NO. 16 OF THE  
UNITED ASSOCIATION**

**RODNEY COBOS**

By   
\_\_\_\_\_  
President

**SID C. STOLPER**

By   
\_\_\_\_\_  
Business Manager Financial Secretary-Treasurer

2012

2015

**SOUTHERN CALIFORNIA  
MASTER  
LABOR AGREEMENT**

Between

Southern California  
General Contractors

and

The Southern California District  
Council of Laborers



Affiliated with  
The Laborers' International Union  
of North America, AFL-CIO



\_\_\_\_\_

LABORERS 2012-2015 MASTER LABOR AGREEMENT

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**MASTER LABOR AGREEMENT**

between

**SOUTHERN CALIFORNIA GENERAL CONTRACTORS**

and

**THE SOUTHERN CALIFORNIA**

**DISTRICT COUNCIL OF LABORERS**

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

**P U R P O S E**

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

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



work opportunities of the employees and the competitive position of the individual employers.

To effectively implement the foregoing, the parties to the Agreement hereby establish a Committee to meet quarterly composed of three (3) representatives appointed by the Southern California District Council of Laborers and three (3) representatives appointed by the Southern California General Contractors. This Committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to recommend such changes as it deems to be in the best interest of the parties to the Agreement, which changes, if approved as set forth below, shall not be subject to Article X, Paragraphs A or B of the Agreement.

Approval of any change shall not be subject to Article IV or VI of the Agreement, and shall require a written agreement approved and executed by duly authorized representatives of the Southern California District Council of Laborers and the Southern California General Contractors.

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

## ARTICLE I

### General Provisions

#### A. DEFINITIONS:

1. The term "Contractor" or "Employer," as used herein, shall refer to an Employer party to or bound by this Agreement.
2. The term "Association," as used herein, shall refer to the Associations previously named and signatory to this Agreement.
3. The term "Union," as used herein, shall refer to the Southern California District Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. The term "Local Union," as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the Agreement.
4. The term "Workman" or "Workmen," as used herein, shall refer to a person, or persons, in the labor market who are not employed.
5. The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.
6. The term "Superintendent" as used herein shall refer to an employee who

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

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

8. The "Method of Delivery of Written Notices," required by this Agreement shall be satisfied by one of the following means of delivery: email, fax, certified mail or regular mail.

#### **B. COVERAGE**

1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

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

3. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement. The Union shall not dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint venture or other legal entity who, as a "broker," or subcontractor, furnishes workers to perform work covered by this Agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A "broker" is a person, firm, limited liability company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use.

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

covering existing and other Agreements.

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

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

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

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

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

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

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

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

#### C. Repairs

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

#### D. Demolition

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

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

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

1. All work necessary to tend all other building trades craftsmen, including stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen construction, maintenance and repair, cleanup of debris, grounds and buildings, the unloading of trucks and moving of equipment, material, furniture and cabinets on the jobsite, and all General Laborers work. The hoisting of rods except when a derrick or outrigger operated by other than hand power is used is claimed as Laborers' work, also the erection and dismantling of scaffolding regardless of height.
2. All work in connection with excavation for building and other construction including digging of trenches, piers, foundations and holes; digging, legging, sheeling, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps.
3. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, sandblasting, water blasting, mixing, handling, shoveling,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Mechanically stabilized earthen wall construction and installation.

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

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

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

21. Installation and cutting of pavers and paving stone.

22. Operation of all small skid steer loaders.

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

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

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

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

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

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

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

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

1. All work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials, equipment and laser beam operation.
  2. Industrial pipe fitting in connection with Laborers' work.
  3. All inside pipe coating or lining by any method including joint finishing; pipe bursting.
  4. Welding, certified or otherwise, in connection with Laborers' work.
  5. Installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.
  6. Installation of valve boxes, thrust blocks, both precast & poured in place, pipe hangers & supports incidental to installation of the entire piping system.
  7. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.
  8. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.
  9. All piping for ornamental stream beds, waterways and swimming pools.
  10. All piping for sewers and drain lines and all preparation on the jobsite allied directly thereto, including fabrication, replacement, repair and service of such installations.
  11. All temporary irrigation and lawn sprinkler systems, all temporary water lines.
  12. All decorative landscaping, such as decorative pools, ponds, reflecting units, hand grade landscaped areas, finish grade, spread top soil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod, use of ground cover such as flatted materials, riprap, gravel & rock, crushed rock, pea gravel and all other landscapable ground covers, installation of header boards and mowing edges, soil preparation such as wood shavings, fertilizers (organic, chemical or synthetic), top dress ground cover areas with bark or any wood, residual or other specified top dressing.
- N. All work in connection with the handling, control, removal, abatement, encapsulation or disposal of toxic waste. The work tasks shall include, but not be limited to, the erection,



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

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

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

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

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

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

T. Installation of metal lockers and related work.

#### ARTICLE II

#### Union Recognition

A. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foremen.

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

Agreement.

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

### ARTICLE III

#### Dispatching Procedures, Hiring Hall Provisions

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

1. Each Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and non-discriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility.
2. Applicants shall be registered on the employment list in the order of time and date of registration. There shall be five (5) groupings in the out-of-work list as hereinafter more particularly described.
3. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment or other information as may be considered necessary to the operation of said employment lists and each applicant shall complete prior to registration such forms for recording such information as may be submitted to him.

Applicants shall list any special skills which they may possess.

4. The Contractor shall first call the employment facility servicing the geographical area in which the project is located on which employees are needed and that employment facility shall immediately dispatch to the Contractor the number of qualified and competent applicants of the classifications needed and requested by the Contractor. The employment facility shall dispatch workmen strictly in accordance with the provisions of this Agreement.

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

6. (a) The employment facility will furnish in accordance with the request of the Contractor each such qualified and competent applicant from among those registered on said employment list to the Contractor by use of a written dispatch slip stating information pertinent to the prospective employment, in the order of preference stated below. The selection of applicants for dispatch to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The order of preference in the dispatch of applicants who are available for employment is as follows:

Group A: Applicants whom a Contractor requests by name who have been laid off or terminated from employment of the type covered by this Agreement in the area served by the employment facility within five (5) years before a request from the same Contractor or a joint venture of which one (1) or more members is a former employer, who laid off or terminated them provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.

Group B: In addition to requests permitted in Group A, above, the Contractor may request for employment any person who has graduated from Apprentice to Journeyman status within the last twelve (12) months prior to the request and any person in Wage Classification Groups II, III, IV, and V who is registered on the out-of-work list out of order for any reason; provided, however, that a person requested under this section has worked at least three hundred (300) hours under this Agreement in the previous six (6) months in the area served by the Local Union employment facility, or has been available for work on the out of work list at least 300 hours (calculated at 8 hours per day) at the Local Union employment facility, or a combination of both totaling at least 300 hours. Under this section, working in the area served by the Local Union employment facility shall include a person dispatched to a Contractor in that area and then transferred by the Contractor to another area pursuant to the transfer provisions contained in this Agreement. At no time shall any job contain more than fifty (50%) percent of persons requested under this section. Any Local Union, may at its option, permit a percentage of individual requests greater than fifty (50%) percent on any job.

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

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

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

(b) Expedited Dispatch Group: The Union recognizes the need of the Contractor to have the Union dispatch workers on an expedited basis to jobsites, and the Contractor recognizes the requirement for the Union to operate a fair hiring hall. Notwithstanding any other provision of this Article, if the Contractor contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a jobsite within twenty-four (24) hours of the Contractor's call to the Local Union (and the Contractor does not request the worker by name pursuant to Group A and B, above), the Local Union shall dispatch the person nearest to the top of the out-of-work list who is present at the Local Union hiring hall and if no one is present, then the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union cannot contact a person by telephone after one telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an Expedited Dispatch shall not be eliminated from the out-of-work list.

(c) Notwithstanding the provisions of this Article, a worker shall be given preference in the order of dispatch under any of the following circumstances:

(i) A Contractor becomes newly bound to this Agreement and requests the dispatch of its existing employees at the time the Contractor becomes bound.

(ii) A Contractor agrees to sponsor an employee as a Journeyman Laborer who has not worked under any Laborers Union Agreement; provided the Contractor agrees in writing that it intends to employ the worker on a full time basis. The Contractor shall send a letter to the Local Union to document its request.

(iii). A worker is "stripped" from a non-union employer and is dispatched to a Contractor.

(iv). A worker is a certified job steward and is dispatched to the job to act in such capacity.

At no time shall any job contain more than fifty percent (50%) of persons requested under subsection b, c and d, above. Any Local Union may, at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job.

(j) For Contractor requests by name pursuant to the provision of Article III, Section 6(a), Group A and B and Apprentices, above, the Contractor shall document the request in writing, dated, signed by an appropriate management representative, specifying whether the person is a retiree and names the job for which the referral is requested.

(e) Available for employment shall mean persons eligible for referral and present at the hiring hall or present at their residence telephone (if the Local Union permits dispatching by telephone) during the Local Union's posted dispatch hours, and all persons eligible for referral and present at the hiring hall after posted dispatch hours, unless excused for the following reasons:

(i) When death occurs in the immediate family, from the date of death and not exceeding one (1) week after the date of burial; provided, however, that the applicant produces bona fide proof of such death.

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

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

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

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

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

(i) Dispatched to a job, except that a person who is rejected by the Contractor or fails to complete five (5) days of work (or such other period of time set forth in a Local Union's hiring hall rules) shall retain his/her position on the list. Upon request of the Contractor, no person who is rejected by the Contractor shall be dispatched again to

the Contractor. Upon Local Union's request, the Contractor will confirm its request in writing.

(ii) Failure to accept the dispatch.

(iii) Unavailable for employment during posted dispatch hours.

(iv) Failure to report to a job to which the person was dispatched.

Union's rules.

(v) Failure to register or attend roll call in accordance with the Local Union's rules.

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

(g) There is hereby established a Joint Referral Committee consisting of four (4) representatives of the Contractor and four (4) representatives of the Union. The establishment of the Committee is for the purpose of interpreting and enforcing all the terms and provisions of Article III, A. Any person having any disagreement with an applicant's placement or dispatch under Article III, A, shall submit his grievance to the Joint Referral Committee, by filing a written grievance with the Local Union stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance. The Joint Referral Committee shall have full power to adjust the grievance and its decision shall be final and binding upon the person submitting the grievance and all other parties involved in the dispute. In the event of deadlock of the Joint Referral Committee, the grievance shall be referred to the permanent hiring hall neutral arbitrator, whose decision shall be final and binding. The costs of arbitration shall be borne equally by the Employer and the Local Union involved in the dispute. Forms for the submission of any such grievance shall be available at all times in the offices of the Local Unions. Neither the Joint Referral Committee nor the permanent hiring hall neutral arbitrator has the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

(h) The parties agree that, at its option a Local Union may elect to delete Group D by posting written notice of such election at the place of dispatch.

(i) When ordering workmen, the Contractor will give notice to the appropriate Local Union, or its Agents, not later than 2:30 P.M. of the day prior (Monday through Friday), or in any event, not less than seventeen and one-half (17½) hours before the required reporting time; and in the event that forty-eight (48) hours after such notice the appropriate Local Union, or its Agents, shall not furnish such workmen, the Contractor may procure workmen from any other source, or sources. If workmen are so employed, the Contractor will immediately report to the Local Union having work and area jurisdiction, or its Agents, each such workman by name.

7. (a) This section shall be known as the Laborers' Code of Performance. Without diminishing in any manner the Contractor's rights under Section F of this Article, should any Laborer referred for employment be terminated for cause as defined under this section, his or her referral privileges shall be suspended automatically for one (1) month. Should the same individual be terminated for cause a second time within a twenty-four (24)

month period, his or her hiring hall referral privileges shall be suspended automatically for six (6) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her privileges shall be suspended indefinitely (time period begins from date of first discharge). A termination "for Cause" under this section is defined to include a termination for excessive absenteeism, excessive tardiness, lack of required skills (not applicable to apprentices), insubordination or theft.

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

(c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skill evaluations by third parties, the availability and need for additional training, whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.

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

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

B. 1. New Employees who have not worked under this Agreement may be employed by the Contractor as a Journeyman, if so requested by the Contractor and if in accordance with this Agreement. Otherwise, all such employees should be screened and tested by the Joint Apprenticeship Committee to determine whether the employee is a journeyman or should be registered as an apprentice.

2. In the event an employee is employed as a Journeyman at the request of a Contractor pursuant to section 1, above, and leaves the employment of the Contractor and returns to the Local Union for dispatch, the employee shall be referred to the Joint Apprenticeship Committee for screening and testing to determine whether the employee shall maintain journeyman status or should be registered as an apprentice. The JAC's decision shall determine whether the employee is placed on the journeyman or apprentice out-of-work list for dispatch to another employer.

C. It is agreed that all employees, covered hereby shall be, or become, on the eighth day after employment or the eighth day after the execution of this Agreement, whichever is later, and remain continuously, members in good standing of the Union signatory hereto through its affiliated Local Unions having work and area jurisdiction and on whose behalf this Agreement is executed as a condition of employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such Union.

D. The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's non-payment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith. The Union will hold the Contractor harmless for compliance with this Section.

#### E. Supplemental Dues

1. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum certified by the Union as the amount owing for supplemental dues from the amounts required to be paid by the third paragraph of Attachment No. 1 of this Agreement for each employee for each hour worked or paid for in each payroll period, as special supplemental dues. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") as agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating and distributing the dues monies.

2. Said supplemental dues shall be transmitted to the Dues Trust concurrently with, but not as a part of, the employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the employers pursuant to the provisions of this Section shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the employers pursuant to the provisions of this Section shall, from the instant of their transmittal, be considered vacation contributions if no such proper authorization shall have been furnished and shall be held by the Vacation Trust for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the



bank shall separate the funds transmitted into dues and vacation contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incidental to receipt, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year hereafter, unless the employee, by written notice served upon the Southern California District Council of Laborers and/or the Dues Trust, as agent for the Contractor, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

3. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum authorized by the employee as the amount owing for contribution to the LiUNA PAC, or other Political Action Committee from the amounts required to be paid to the Vacation Trust pursuant to Attachment No. 1 of this Agreement for each employee for each hour worked or paid for in each payroll period. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") and they hereby designate the Dues Trust as agent for the purpose of receiving and holding written authorization for, and for receiving, holding, allocating and distributing moneys designed by employees as political contribution.

4. Said contributions shall be transmitted to the Dues Trust concurrently with, but not as a part of, the employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the employers as contributions pursuant to the provisions of this Section shall, from the instant of their deduction, be considered, contributions to LiUNA PAC or other designated Political Action Committee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the political contributions and deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written contribution authorization. All costs incidental to receipt, administration and remittance to the LiUNA PAC or other Political Action Committee shall be paid from the political contributions made into the Dues Trust or, at the Union's election, paid by the Union; and the Contractor shall not, by virtue of this provision, incur any additional cost. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

F. Subject to the foregoing, the Contractor shall have complete freedom of selectivity in hiring and the Contractor retains the right to reject, for any reason, any job applicant referred by the employment facility. The Contractor may discharge any employee for any

cause which he may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any applicant or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

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

1. For jobsites located in Imperial, Inyo, Kern, San Luis Obispo, Santa Barbara and Ventura Counties and Santa Catalina Island, the Contractor may transfer up to four (4) Laborers and one (1) foreman from area to area. After the transfer of no more than four (4) Laborers and one (1) foreman, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area. (this restriction shall not apply to the foreman). The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. Dispatch slips for employees transferred from another area shall be submitted by email, fax, or personal delivery. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional transfers shall only be made by mutual consent.

2. For jobsites located in Los Angeles, Orange, Riverside and San Bernardino Counties, the Contractor may transfer up to four (4) Laborers and one (1) Foreman from area to area. Provided the Contractor conducts a pre-job conference or sends a written notice to the Union and advises the Union of the projected steady workforce for the jobsite, the Contractor may also transfer the lesser of fifteen (15) Laborers or twenty percent (20%) of the number of workers who make up the difference between the four (4) Laborers and one (1) Foreman initially transferred and the projected steady workforce. If no pre-conference is held where the Union is so advised nor written notice provided to the Union, the provisions of subsection G (1) above shall apply. After the transfer of Laborers pursuant to the formula stated above, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months

may be transferred from one area to another area. This restriction shall not apply to the foreman. The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project, prior to those employees beginning work. Dispatch slips for employees transferred from another area shall be submitted by fax or personal delivery. The Union will not unreasonably withhold issuing a clearance.

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

#### ARTICLE IV

##### Strikes - Lockouts - Jurisdictional Disputes

A. It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Article VI and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown, or stoppage of work of the Contractor. During the term of this Agreement, a Contractor shall not cause or permit any lockout of the employees covered under this Agreement.

B. Except as otherwise provided in this Agreement, there shall be no strike, lockout or work stoppage by any party hereto or any individual Employer.

C. No employee covered hereby may be discharged by an individual Employer for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council Labor-Management Relations Act of 1947, as amended.

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

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

F. When making work assignments, the Contractor shall assign the work in accordance with existing intercraft agreements. In the absence of such intercraft agreements, then past practice or the prevailing practice in the locality shall apply. The Union will furnish the Association with approved intercraft agreements. The locality for the purpose of 2012-2015

determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no predominant practice in the locality or intercall agreement, the Contractor shall consult the representatives of the contesting trades regarding any arguments of facts the trades may wish to present to their claim to the work.

F. Jurisdictional disputes shall be settled by the Unions themselves. If not settled, then the dispute shall be submitted to the International Presidents of the Unions involved in the dispute for determination. While such procedures are being invoked and exhausted, the work shall proceed as assigned by the Contractor. The Contractor and the Union shall be and are bound by such determination and decision and the misassignment, if any is found, shall be promptly corrected by the Contractor.

#### ARTICLE V

##### Subcontracting, Employee Rights, Union Standards and Work Preservation

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

B. Definition of Subcontractor. A subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation, holding a valid state contractor's license where required by law, who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor, or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.

C. Neither the contractor nor any of his subcontractors shall subcontract any work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work coming within the jurisdiction of the Union except to a person, firm or corporation party to an appropriate current labor agreement with the Union or with the appropriate Local Union.

1. The Contractor may ensure compliance with the subcontracting provision contained in this Section by inserting into any subcontract for covered work the following language:

"Subcontractor acknowledges that Contractor has entered into the following labor agreements covering work at the construction jobsite with the Southern California Laborers District Council of Laborers and its affiliated Local Unions: Southern California Laborers Master Labor Agreement, effective July 1, 2012 to June 30, 2015 ("Master Labor Agreement"). The subcontractor acknowledges and agrees that a copy of the Master

Labor Agreement is available to subcontractor.

"Subcontractor agrees that, as an essential condition to entering into this subcontract, it shall be bound to and shall comply with all of the terms and conditions of the Master Labor Agreement referenced above, including wages, trust fund contributions, working rules, the grievance/arbitration procedure and any other mechanism for the resolution of disputes contained in the Master Labor Agreement, on all covered work performed in the geographic area of the Master Labor Agreement. Subcontractor agrees that it shall be bound to the Master Labor Agreement, commencing with the first hour of work performed by its employees on this Project, and shall be bound to the Master Labor Agreement for all its construction work, whether or not the work is performed for the Contractor, for the duration of the Master Labor Agreement, and until timely terminated pursuant to the terms of the Master Labor Agreement, for the duration of successor Master Labor Agreements.

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

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

2. No later than thirty calendar days after execution of a subcontract, as specified in Agreement 1, above, with a subcontractor not previously signed to the Master Labor Clause, the Contractor shall deliver a copy of the cover page, Labor Relations Clause, and signature page of the subcontract to the Union.

3. If the Contractor complies with both subsections 1 and 2 above, the contractor shall not be liable for a breach of the subcontracting provisions of this Section as to Subcontractor, provided however, the Contractor shall be liable for the Subcontractor's delinquent Trust Fund contributions only to the extent, if any, that such liability would otherwise exist under this Agreement.

4. In addition to any recovery of damages by the Union for a Contractor's violation of the subcontracting clause, the Trust Funds may recover damages in an amount equal to the full fringe benefit contribution rate in effect under this Agreement at the time of the violation, plus interest, audit fees, and liquidated damages, for each hour of covered work performed by the non-signatory Subcontractor's employees. Such damages shall be payable to the Vacation Trust and shall be damages and not for the benefit of any specific individual.

D. Jobsite work covered by the Asbestos, Plaster Tenders, Brick Tenders, Tunnel, Gunite, Housemovers, Horizontal Directional Drilling, Parking and Highway Improvement and Landscape Agreements of the Union are a part of the work description and bargaining unit covered by this Agreement.

E. Any dispute involving this Article will be resolved under the grievance procedure of this Agreement. An award of the Laborers Joint Adjustment Board may be judicially enforced. Notwithstanding any other provisions of this Agreement, the Union shall not have the right to use strike or any other economic action to enforce any provisions of this Article on subcontracting.

F. The Contractor shall provide in his contract with the subcontractor the following provisions: "The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article IV of this Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him."

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

H. In the event the Contractor is required to subcontract work on a public works project to a certified MBEWBE/DBE subcontractor to meet requirements contained in governmental rules or regulations, the contractor shall notify in writing the Local Union in whose jurisdiction the work is to be performed. The Union shall offer to sign the subcontractor to the Union's MBEWBE/DBE Public Works Short-form Agreement.

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

J. In the event the Contractor is a sole proprietorship that employs other individuals or is not working for a contractor signatory to this Agreement and the sole proprietor performs work covered by this Agreement, the sole proprietor shall be paid not less than the hourly

wage rates stipulated in this Agreement for such work and the sole proprietorship shall contribute to all Trust Funds on behalf of the working sole proprietor at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate and to the Trust Funds in a sum equivalent to the hourly contribution rate for each hour worked by the sole proprietor in violation of this Paragraph J. If the sole proprietor is working for a contractor that is signatory to this Agreement, the sole proprietorship shall be considered an owner-operator subject to the provisions of Article V, paragraph K.

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

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

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

Owner-Operator services to any other party and any payment by the Contractor to any Owner-Operator services to any other party and any payment by the Contractor to any broker or other person except a signatory subcontractor for the services of an Owner-Operator shall be a violation of this Agreement.

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

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

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

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

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

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

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

#### ARTICLE VI Procedure for Settlement of Grievance and Disputes

A. There is hereby established a Laborers' Joint Adjustment Board consisting of four (4) regular and four (4) alternate representatives of the Contractors and four (4) regular and four (4) alternate representatives of the Union. The establishment of this Board and the purpose of its existence is for the purpose of interpreting and enforcing all the terms and provisions contained in this Agreement. No dispute, complaint or grievance shall be



recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing to the individual Contractor, the appropriate Association, or the Local Union and the working days after the alleged violation occurred.

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

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

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

E. A contractor shall refer a grievance or dispute to the Chairman of the Joint Adjustment Board through the appropriate Employer Association. The Association shall then refer the Chairman of the Joint Adjustment Board by sending written notice to the Contractor and the Union Adjustment Board. The Local Union shall refer a grievance to the Joint Adjustment Board by sending written notice to the Union Chairman of the Joint Adjustment Board and the Management Chairman of the Joint Adjustment Board. The Contractor shall refer a grievance or dispute to the Chairman of the Joint Adjustment Board by sending written notice to the Union Chairman of the Joint Adjustment Board and the Management Chairman of the Joint Adjustment Board. The Contractor shall refer a grievance or dispute to the Chairman of the Joint Adjustment Board by sending written notice to the Union Chairman of the Joint Adjustment Board and the Management Chairman of the Joint Adjustment Board. The Contractor shall refer a grievance or dispute to the Chairman of the Joint Adjustment Board by sending written notice to the Union Chairman of the Joint Adjustment Board and the Management Chairman of the Joint Adjustment Board. The Contractor shall refer a grievance or dispute to the Chairman of the Joint Adjustment Board by sending written notice to the Union Chairman of the Joint Adjustment Board and the Management Chairman of the Joint Adjustment Board.

F. Each of the parties shall within ten (10) days after the execution of this Agreement, appoint its representatives and immediately notify the other party, in writing, of the name and address of each representative appointed. The Joint Adjustment Board shall thereafter meet within ten (10) days, select its Chairman and Secretary and agree upon its procedural rules.

G. The Joint Adjustment Board shall meet at 9:00 A.M. on the first Wednesday of each month, and shall in addition meet at the call of the Co-Chairmen. The Joint Adjustment Board shall reach a decision immediately. In the event the Joint Adjustment Board does not reach a decision for reasons of its own, any dispute or grievance may be referred to arbitration by either or both parties within five (5) working days to the arbitrator designated

In Paragraph H, The arbitrator shall meet with the members of the Joint Adjustment Board within seventy-two (72) hours and render a decision within seventy-two (72) hours thereafter. The time limits specified in this paragraph may be extended by mutual agreement. A simple majority of the Joint Adjustment Board shall be final and binding upon all parties and the grievants. In the event of a deadlock and the use of the arbitrator is required, a majority decision of the Joint Adjustment Board and the arbitrator shall be final and binding upon all parties and the grievants.

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

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

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

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

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

K. If there is any question as to which is the losing party, or if a case is referred back to the parties without decision or if there are decisions against more than one of the parties to the arbitration, the Arbitrator is authorized and requested to determine who shall pay the fees and may in such case order a sharing of such fees. In such event the decision of the Arbitrator on this issue shall be final and binding.

L. No jurisdictional disputes shall be submitted for determination to any grievance

procedure provided in this Article, but shall be determined in the manner provided in Article IV of this Agreement.

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

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

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

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

P. Each decision of the Joint Adjustment Board and the Arbitrator shall be made in writing and a copy of each sent to each interested party, particularly including separate copies to the Local Union and the Contractor directly involved, and each of the Contractor Associations and Unions signatory to this Agreement. The determinations of the Joint Adjustment Board or Arbitrator are final and binding upon the parties.

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

#### ARTICLE VII

##### Craft Steward and Business Representative

A. The Union business representative or special representative shall have access to the project during working hours and shall make every reasonable effort to advise the Contractor of his representative of his presence on the project.

B. The Craft job steward, if any, shall be a working employee appointed by the Union, who shall, in addition to his regularly assigned work, be permitted to perform during working hours, such of his steward duties, as outlined in Paragraph D, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth.





provided, however, that such machinery or power equipment shall be furnished by the Contractor, and provided further that no employee shall be required to work under any conditions that are injurious to his health or safety or in conflict with a present well-established custom regulating such use where the work is being performed.

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

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

#### ARTICLE IX

##### Qualifications

A. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations and each of their eligible members and the Union on whose behalf the said parties are signing the said Agreement.

B. Nothing contained in any other Agreement will change the conditions as set forth in this Agreement pertaining to use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor and operated or used on any

work on which he is the prime or subcontractor. Nothing contained in this Agreement shall relieve any Contractor or subcontractor from his contractual obligations under such other agreements.

C. No agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein. Any provision in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereinafter be adopted by the Union shall have no application to the work covered herein.

#### ARTICLE X

##### Existing and Other Agreements

A. In the event the Union establishes special conditions for work covered by this Agreement, those special conditions shall be made available to the Contractor or individual Contractors who wish to perform the designated work in the same locality.

B. The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum of this Agreement which might be negotiated in any area covered by this Agreement between the Union, an individual employer or group of individual employers. No contractor signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing workers covered by the terms of this Agreement.

C. The provisions of the article will not apply to special projects, jobsite Agreements or MBEMBE/DBE public works Agreements which may be negotiated in any area covered by Agreements.

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

#### ARTICLE XI

##### General Saving Clause

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in

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

#### ARTICLE XII

##### Term, Termination and Renewal

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

#### ARTICLE XIII

##### Equal Employment Opportunity

A. The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of his race, religion, color, sex, age, national origin, or ancestry and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to Union membership. A violation of this paragraph shall be subject to the grievance procedure but not subject to the hearing procedure before the Joint Adjustment Board or arbitrator contained in Article VI.

B. If the Union is unable to refer applicants for employment to an employer in sufficient number, or sufficient type, from the groups represented within the local area as may be necessary to enable the Employer to fully comply with minority or female hiring requirements imposed by its construction contract with any Federal, State or governmental body, commission or agency or to enable the employer to fully comply with all Federal and State Laws, Presidential Executive Orders, regulations, rules, directives or orders which



cover hiring and which are applicable to the Employer, the Employer may directly recruit from any source such number of minority or female applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance. As an exception to the dispatch procedures in Article III, the Union may dispatch workers who are not next in order, to aid the Employer in complying with government requirements.

C. The Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law, the Construction project number, and a copy of the compliance order.

#### ARTICLE XIV

##### Pre-job Conference

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

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

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

#### ARTICLE XV

##### Laborers' Foremen

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

B. Only Laborer Foremen who normally work with the tools of the trade during straight time periods, in addition to the performance of Foreman duties, may work with the tools of the

trade during overtime periods. The need for and the number of Laborer Foremen required for the performance of the work shall be determined in accordance with the provisions of Paragraph B, Article VIII of this Agreement. It is understood that in certain cases, by reason of custom and practice established by the parties hereto, a Foreman may be over the work and employees of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article VI of this Agreement on the basis of such custom and practice.

C. In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than one dollar (\$1.00) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.

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

#### ARTICLE XVI

##### Holidays, Payment of Wages, Meal Periods

###### A. Holidays

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

###### B. Payment of Wages

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his pay.

2. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record, showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. If the employee has previously authorized electronic payment of wages, payment of the final check may also be made by electronic deposit as long as it meets the time criteria specified in this Article. In the event these stipulations are not met, he shall receive waiting time as noted above.

4. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

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

6. The Employer shall not discharge or discriminate against an employee under this Agreement because of any Industrial Injury Incurred prior to employment, or the filing of a claim for worker's compensation benefits.

7. When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

#### C. Meal Period

Employees shall not work more than five (5) consecutive hours without a one-half (½) hour meal period. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the double (2) time rate, in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work more than three (3) hours after his regular shift, he will be entitled to a one-half (½) hour meal period at the end of the three (3) hours without loss of pay and an additional half (½) hour each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through an overtime meal period, then the

employee shall receive pay for an additional one-half (1/2) hour at the double (2) time rate. Meal periods may be staggered to meet job requirements.

#### D. Breaks

The parties to this agreement recognize Industrial Wage Order 16 covering "On Site Construction, Mining, Drilling and Logging Industries." Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article VI, Procedures for Settlement of Grievances and Disputes of this Agreement." The grievance process of Article VI shall be the exclusive method for resolving all alleged violations on this Wage Order and the time limitations of Article VI shall apply.

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

### ARTICLE XVII

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

#### A. Safety

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

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

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

3. After July 1, 2000, all graduates of a Laborers Training Program shall receive certification that they have successfully completed the Basic Safety Course to be developed by the Laborers Training and Retraining Trust Fund of Southern California. Such certification will be at no cost to the Employer.

#### **B. Rest Periods**

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

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

#### **C. Parking**

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

#### **D. Drinking Water**

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups and adequate toilet facilities in accordance with California State Law.

#### **E. Jobsite Transportation**

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

#### **F. Signing of Documents**

Workmen and/or employees shall not be required to sign any documents other than those required by law. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing

to work on a job or project where such demand is made by the Employer.

#### ARTICLE XVIII

##### Working Rules for Laborers

The following working rules shall cover the employment of Laborers performing any work covered by the terms of this Agreement in the area of Southern California as described in Paragraph B, Article I, of this Agreement.

##### A. Shifts:

1. Eight (8) consecutive hours, exclusive of meal period, between 5:00 a.m. and 5:00 p.m., shall constitute a day's work. Forty (40) hours Monday 5:00 a.m. through Friday 5:00 p.m. shall constitute a week's work.
2. The starting time of single shifts shall be at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., Monday through Friday. Starting times may be changed to meet job requirements, including maximum utilization of daylight hours. Starting time may be staggered to meet job requirements, on concrete and paving operations, however no employee will be required to report at a later starting time as a means to avoid paying for a full shift. Telephonic notice shall be given to the Union in cases of deviation from the original starting time, followed by written confirmation.
3. All time worked before 5:00 a.m. and after 5:00 p.m., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and Holidays, shall be paid at the applicable overtime rate.

##### B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Paragraph F Special Shifts.
  - (a) It is understood that a single and a multiple shift may work concurrently on a project.

2. When two (2) or three (3) shifts are worked, the first and second shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours of straight time shall be paid Monday through Friday and the third shift shall work seven (7) consecutive hours, exclusive of meal period for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for, after seven (7) hours worked or paid for, on the third shift, in one (1) day on Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate.

3. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours or hours paid for shall be paid at the appropriate Craft Overtime Rate, except as provided in Paragraph 4 of this Paragraph B.

4. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

C. 1. When so elected by the Contractor, a single shift starting at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., of four (4) ten (10) hour days may be worked for eight (8) or more consecutive days, excluding Saturdays, Sundays and holidays, provided the Union is notified in writing twenty four (24) hours in advance of the effective date of the starting of such shift. All employees working this shift shall work ten consecutive hours, exclusive of meal period, for which ten (10) hours of straight time shall be paid Monday through Friday. All time worked before 5:00 a.m. or in excess of ten (10) hours in any one (1) day shall be paid for at the appropriate overtime rate. All hours worked in excess of forty (40) hours in any one week shall be paid at the appropriate overtime rate. Written notice shall be given to the Union in cases of deviation from the original starting time.

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

3. If the Contractor works for a period of less than eight (8) days, employees will then be paid at the appropriate overtime rate for all hours in excess of eight (8) hours for the days worked.

D. In the event, due to inclement weather or similar Act of God, or a situation beyond the employers control, it is not reasonably possible to complete forty (40) hours of work, on either an eight (8) hour day shift or ten (10) hour day shift, as outlined in Paragraphs A or C of this Article, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay.

E. It is agreed that the contractor and the Union may mutually agree, by telephone to be

followed in writing, upon different starting or quitting times for any of the above shift arrangements.

**F. Special Shifts:**

1. When the Contractor produces evidence in writing to the Union of a bonafide job requirement that work can only be performed outside or in addition to, the regular day shift due to safety conditions or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate. In addition, when the above conditions exist and it is necessary to begin or end a shift during the hours specified in paragraph B.4 of this Article (for Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and Holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Employees working this special Sunday shift shall receive fifty cents (\$.50) per hour in addition to his regular rate of pay.

2. If maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time designated by operations of the establishment, Monday through Friday. The employees on this shift will work eight consecutive hours exclusive of meal period for which they shall receive eight (8) hours pay at the straight time rate.

**G. Tide Work Schedule:**

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

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

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



**H. Emergencies:**

When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, the starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at the straight time rate. All other terms and conditions of this Agreement shall apply.

**I. Subsistence**

1. Subsistence shall be paid at the rate of forty-five dollars (\$45.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

2. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following offshore islands:

- |                       |                      |
|-----------------------|----------------------|
| Richardson Rock       | San Miguel Island    |
| Santa Cruz Island     | Santa Barbara Island |
| Arch Rock             | San Clemente Island  |
| San Nicholas Island   | Santa Rosa Island    |
| Santa Catalina Island | Anacapa Island       |

(a) Employees reporting at the embarkation point for travel to the above named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

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

J. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated from the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to jobsite and from jobsite to debarcation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

K. Workmen referred under Article III to the Contractor's job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility, without the proper documentation as set forth on NIS I-9 Form, or who are not ready to go to work or

who are not otherwise qualified in accordance with their written dispatch slip from the employment facility shall not be paid show-up time or subsistence. Grievances or disputes arising out of the interpretation or application of this particular paragraph shall be referred to the procedure for settlement of grievances and disputes.

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

M. 1. Any workman or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting, unless (1) he has been notified before the end of his last preceding shift not to report; or (2) during a period of inclement weather, the Contractor has instructed the employee to call a designated job number provided to him for instructions concerning reporting to the job site and the employee has either failed to do so or the employee called and was instructed not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay; and if more than four (4) hours are worked in any one day, but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight-time hourly rate and if an employee works more than six (6) hours but less than eight (8) hours, he shall receive not less than eight (8) hours pay at the straight-time hourly rate unless prevented from working for reasons beyond the control of the Contractor, including, but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workmen or employees are not required or requested to remain on the project by the Contractor or his agent. New employees on their first day of work shall be paid for their actual time worked.

2. On concrete coring and concrete sawing operations, only, any employee reporting for work and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four (4) hours are worked in any one (1) day, he shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall receive not less than eight (8) hours pay.

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

(a) If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the

jobsite shall receive two (2) hours' pay and subsistence at the applicable rate.

(b) In order to qualify for this two (2) hours' pay (and subsistence if applicable), the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay unless released sooner by the employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

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

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

#### ARTICLE XIX

##### Wage Scales

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

##### A. Overtime Rates:

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

##### B. Watchmen:

Watchmen shall work eight (8) consecutive hours per day, exclusive of lunch period, and forty (40) hours per week, Monday through Sunday, at straight-time rates, provided they receive their two-day rest period consecutively. Watchmen shall receive time and one-half for all time worked in excess of eight (8) hours per day and for the sixth consecutive day worked, and double time for the seventh consecutive day worked. Watchmen shall also receive time and one-half for holidays, except where a holiday falls on the seventh consecutive day worked, which shall be double time. This provision shall

be applicable to persons whose principal function is to tend patrol dogs at the jobsite but shall not include services exclusively of delivery and retrieval of the dogs.

**C. Health and Welfare:**

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

2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.

3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Health and Welfare Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

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

**D. Pension:**

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

2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined

by the Trustees.

3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers Pension Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

4. The establishment of an Annuity Trust Fund Agreement between the Contractors and the Union may be initiated at any time during the life of this Agreement by mutual consent.

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

**E. Vacation:**

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

2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers' Vacation Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

**F. Training and Retraining:**

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

2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Training and Retraining Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

G. The collective bargaining parties direct the Trustees of the Laborers' Health and Welfare Trust and the Construction Laborers' Pension Trust for Southern California to adopt procedures which will permit a retiree to authorize the Pension Trust to deduct lawfully from his pension benefits and to remit to the Health and Welfare Trust the amount of the retiree's contribution to the Health and Welfare Trust should a retiree contribution be required by the Health and Welfare Trustees.

H. Where the Contractor transfers key laborers out of the geographical area of this Agreement, to an area where the Contractor is not signatory to a Laborers' Agreement, the Contractor shall contribute to the Trust Funds mentioned in this Agreement for all hours worked by or paid to such key laborers for the duration of the job for which they were transferred.

**I. Foreman:**

Laborer Foremen employed in accordance with Article XV of this Agreement shall be paid not less than one dollar and seventy-five cents (\$1.75) per hour more than the hourly wage rate of the highest paid Laborer over which they have leadership on their regular crew. In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than one dollar (\$1.00) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.

**J. Laborers' Hourly Wage Scales**

<u>Classifications</u>	<u>07/01/12</u>	<u>07/01/13</u>	<u>07/01/14</u>
<u>GROUP I</u>	\$28.09	**\$1.25	**\$1.75

2012-2015

Boring Machine Helper (outside)  
 Cleaning and Handling of Panel Forms  
 Concrete Screeding for Rough Strike-Off  
 Concrete, Water Curing  
 Certified Confined Space Laborer  
 Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber  
 Fiberoptic Installation, Blowing, Splicing, Testing and related work  
 Fire Watcher, Limbers, Brush Loaders, Pliers and Debris Handlers  
 Flagman  
 Gas, Oil and/or Water Pipeline Laborer  
 Laborer, Asphalt-Rubber Material Loader  
 Laborer, General or Construction  
 Laborer, General Cleanup  
 Laborer, Landscaping  
 Laborer, Jetting  
 Laborer, Temporary Water and Air Lines  
 Metal Locker Installation and related work  
 Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching;  
 Post Hole Digger (manual)  
 Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction  
 Track Laborers  
 Rigging and Signaling  
 Scaler  
 Slip Form Raisers  
 Tarmen and Mortar Man  
 Tool Crib or Tool House Laborer  
 Traffic Control by any method (including assisting in the moving and installation of construction signs, barriers barricade, delineators, cones, etc.)  
 Water Well Drill Helper  
 Window Cleaner  
 Wire Mesh Pulling - All Concrete Pouring Operations

Classifications

	07/01/12	07/01/13	07/01/14
<u>GROUP II</u>	\$28.64	**\$1.25	**\$1.75

Asphalt Shovelers  
 Cement Dumper (on 1 yard or larger mixer and handling bulk cement)  
 Cesspool Digger and Installer  
 Chucktender  
 Chute Man, pouring concrete, the handling of the chute from ready-mix trucks, such as walls, slabs, decks,  
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floors, foundations, footings, curbs, gutters and  
 sidewalks  
 Concrete Curer - Impervious Membrane and Form  
 Oiler  
 Cutting Torch Operator (Demolition)  
 Fine Grader, Highways and Street Paving, Airport  
 Runways, and similar type heavy construction  
 Gas, Oil and/or Water Pipeline Wrapper  
 Pot Tender and Form Man  
 Guinea Chaser  
 Headerboard Man - Asphalt  
 Installation of all Asphalt Overlay Fabric and  
 Materials used for Reinforcing Asphalt  
 Laborer, Packing Rod Steel and Pans  
 Membrane Vapor Barrier Installer  
 Power Broom Sweepers (small)  
 Riprap, Stonepaver, placing stone or wet sacked  
 concrete  
 Roto Scraper and Tiller  
 Sandblaster (Pot Tender)  
 Septic Tank Digger and Installer (leadman)  
 Tank Scaler and Cleaner  
 Tree Climber, Faller, Chain Saw Operator,  
 Pittsburgh Chipper and similar type Brush Shredders  
 Underground Laborers, including Caisson Bellowers

**Classifications**

**GROUP III**

07/01/12	07/01/13	07/01/14
\$29.19	**\$1.25	**\$1.75

Asphalt, Installation of all fabrics  
 Buggy/mobile Man  
 Compactor (all types including Tamper, Barko, Wacker)  
 Concrete Cutting Torch  
 Concrete Pile Cutter  
 Driller, Jackhammer, 2-1/2 feet drill steel or longer  
 Dri Pak-It Machine  
 Fence Erector  
 Gas, Oil and/or Water Pipeline Wrapper - 6" Pipe and  
 over by any method, inside and out  
 High Scaler (including drilling of same)  
 Hydro Seeder and Similar Type  
 Impact Wrench, Multi-Plate  
 Kettlemen, Potmen and Men applying asphalt, lay-kold,  
 creosote, lime caustic and similar type materials  
 ("applying" means applying, dipping, brushing or  
 handling of such materials for pipe wrapping and  
 waterproofing)  
 Material Hoseman (Walls, Slabs, Floors and Decks)  
 Operators of Pneumatic, Gas, Electric Tools,  
 Vibrating Machines, Pavement Breakers, Air



Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers' work  
 Pipelayer's Backup Man, coating, grouting, making of joints, sealing, caulking, diaphing and including rubber gasket joints, pointing and any and all other services  
 Power Post Hole Digger  
 Rock Slinger  
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier  
 Steel Headerboard Man and Guideline Setter  
 Trenching Machine, Hand Propelled

Classifications

GROUP IV

07/01/12 07/01/13 07/01/14  
 \$30.74 \*\*\$1.25 \*\*\$1.75

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

<u>Classifications</u>	07/01/12	07/01/13	07/01/14
<u>GROUP V</u>	\$31.09	**\$1.25	**\$1.75

Blasters Powderman - All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing  
 Driller: All power drills, excluding Jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power  
 Toxic Waste Removal  
 Welding, certified or otherwise, in connection with Laborers' Work

<u>Classifications</u>	07/01/12	07/01/13	07/01/14
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Watchman	\$26.10	**\$1.25	***\$1.75
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\*\* To be allocated by the Union  
 \*\*\* To be allocated by the Union (\$0.25 to be allocated to Pension)

Residential Work (See Appendix A for definition)

<u>Residential Wage Rates</u>	07/01/12
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Cleanup, Landscaping, Fencing..... \$26.56  
 (Chain Link and Wood)

All other work on residential projects as described in MLA..... \$27.56

<u>Residential Fringe Benefit Contribution Rates</u>	07/01/12
--	----------

Health & Welfare..... \$6.81  
 Vacation..... \$3.00  
 Pension..... \$3.44  
 Training & Retraining ..... \$0.64  
 \* Includes Supplemental Dues Contribution

FUTURE INCREASES\*\*:

07/01/13: \$1.25 to be allocated by the Union  
 07/01/14: \$1.75 (\$0.25 to Pension; \$1.50 to be allocated by the Union)

Upon written notice to the Associations at least sixty (60) days prior to July 1 of any year, the Union may allocate all or a portion of the future increases to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.

#### ARTICLE XX

##### Fund for Construction Industry Advancement

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

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

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

#### ARTICLE XXI

##### Contract Administration Fund

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

B. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated pursuant to the Declaration of Trust establishing the Contract Administration Trust Fund for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by its Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

#### ARTICLE XXII

##### Center For Contract Compliance Trust Fund

1. Contractors covered by the terms of this Agreement agree to pay to the Center for Contract Compliance Trust Fund effective July 1, 2012, the sum of twenty five cents (\$0.25) per hour for each hour worked or paid for on all classifications contained in this Agreement.
2. Contractors covered by the terms of this Agreement agree to be bound by all the terms and conditions of the Agreement and Declaration of Trust as they may be constituted in its original form and insofar as it may be amended.
3. The parties agree that a review of the Center for Contract Compliance may be performed annually.
4. This Article shall be subject to the Agreement of the parties on the language for the Agreement and Declaration of Trust.

#### ARTICLE XXIII

##### Delinquency and Collection Procedure

- A. The Contractor shall pay its monthly contributions to the Trust Funds accompanied by a fully completed and executed report form furnished by the Trust Funds. The Contractor shall include with the monthly report form in a format acceptable to the Trust Funds:
  - (a) The identification of each job worked on by the Contractor during the month, including the job location, the owner of the job location property, and the name and address of the entity for whom the Contractor is working.
  - (b) The name and social security number of each employee who performed covered work, indicating the number of hours each employee worked on each jobsite.

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

B. The Trustees of the Trust Fund shall furnish the Contractor Associations and the Union with a list of delinquent contractors each month. Such list will also be available to all signatory contractors on request, subject to such reasonable cost as may be determined by the administrative office of the Trust Funds as representing the cost of duplication and transmission of such lists, payment for which to be made in advance. The Contractor agrees he will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list until such subcontractor has paid all delinquent monies to the various Trust Funds. In the event the Contractor subcontracts to any such delinquent subcontractor in violation of the foregoing, the Contractor shall remove such subcontractor from the job immediately, unless such delinquent subcontractor immediately makes full payment for all delinquencies to the Trusts.

C. If the Contractor fails to remove the delinquent subcontractor, the Contractor shall become financially responsible for all fringe benefits owed to any funds established by this Agreement by the Contractor or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project in accordance with the requirements set forth below.

D. The term "Contractor" for delinquency purposes only, shall include all entities of the delinquent contractor, change of name, or change of entity, provided that the delinquent contractor holds at least ten (10%) percent ownership in the new entity.

E. In the event the Contractor subcontracts to a subcontractor that is not on the delinquency list at the time the subcontract is entered into, the Trust Office shall notify the Contractor of any delinquency of the subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of a subcontractor for more than ninety (90) days prior to the date the Trust Office notice is sent to the Contractor. A courtesy copy of the notice shall be sent to the Association that represents the contractor; provided, however, that the Trust Office's failure to send such notice to the Association shall not affect the Trust's rights against the contractor.

F. Where a Contractor contracts with a listed delinquent subcontractor or subcontractors, and the Contractor fails to terminate the subcontract of such delinquent subcontractor, or subcontractors, the contractor shall become financially responsible for the liability of the delinquent subcontractor's fringe benefits on that job from the commencement of the work under the subcontract to the date of termination of that subcontract.

G. The Trust Office shall send delinquency notices to Contractors whose contributions are not paid as required. The Trust Office shall notify the Union of those contractors who fail to pay within five (5) days of such notice and the Union may, at its sole option withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.

H. Any employee rendered unemployed by reason of the foregoing shall not be deemed engaged in a work stoppage or labor dispute but shall be deemed constructively laid off by the Contractor by failure to pay monies due for the benefit of the employees. Contractor agrees that such employees are entitled to unemployment insurance and warrants that he will take no action to interfere with the employee's application for unemployment insurance. Any dispute in connection with this paragraph is subject to the grievance procedure.

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

J. All employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine the Contractor's records, including but not limited to all payroll records (including certified payroll records, electronic payroll records, and all records reflecting payments to trust funds other than the Laborer Trust Funds of Southern California Federal W-2 Forms, Forms 1099 and 1096, Quarterly State Tax returns, and time cards), all cash disbursement ledgers, all canceled checks, check registers, invoices and bank checking account statements. If requested by the Trusts, the Contractor shall provide payroll breakdown by job, and shall provide the job location, legal description of the jobsite property if known, the owner of job location, the name and address of the entity for which the Contractor is working, the contact telephone number for the job, the names and social security numbers of the employees working on the job, the number of hours worked by each employee on the job, all preliminary notices, mechanic liens and stop notices on the job, other relevant job location information requested by the Trusts and certification of workers compensation coverage. The Trustees may file suit to enforce this obligation, and, if successful, shall recover their attorneys' fees and costs, whether or not the audit reveals a delinquency. Any Contractor delinquent under this Article may be required by the Trust Funds to submit, in addition to regular reports, payroll breakdowns by job, and the failure to submit timely job breakdowns shall be considered a delinquency under this Article. If a Contractor refuses to furnish the foregoing the Union may take economic action.

K. The Contractor has a duty to report to the Trust Funds as required by the Agreement. The Contractor shall maintain for a period not less than four (4) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement, including the records described in section J, above. The Contractor shall make available such records for audit by the Trust Funds representative upon written request. The Contractor and the Union agree that such audits are expensive and time consuming for the Trust Funds and the Contractor, but

the Trust Funds otherwise have no way of knowing the full extent of the Contractor's obligations, since the records showing the related employment are in the possession and control of the Contractor. In order to minimize the need for a frequency of such audits, the Contractor agrees that the Trustees and the Union place trust and confidence in the Contractor to report and pay contributions properly.

L. It is recognized that a delinquency in contributions causes damages beyond the value of the unpaid contributions, which are difficult to quantify. These damages include, but are not limited to, the administrative costs of processing and collecting delinquencies; the costs of adjusting benefit credits and notifying participants; the additional burden placed on Contractors who faithfully pay their contributions, and the burden upon participants and beneficiaries who may be unable to qualify for benefits they may have otherwise been entitled to but for the delinquency of the Contractor. Because these damages are difficult, if not impossible, to quantify on a case-by-case basis, the parties agree that liquidated damages, not a penalty, for such losses shall be set at the greater of \$250 or 20% of the contributions late or unpaid for each Trust Fund. The parties have reviewed the costs of collection by the Trust Funds, and agree that 20% liquidated damages is an accurate projection of the Trusts' damages that result from a delinquency. In addition, any Contractor delinquent in its obligations under this Article shall be required to pay interest on the delinquent contributions (at a rate to be set by the Trustees of the Trust Funds), and any audit fees. In the event that litigation is necessary to collect any delinquent contributions (including litigation to enforce mechanic liens, stop notices, bond claims or similar remedies, and any bankruptcy or receivership proceedings) or to enforce any obligation under this Article, in addition to liquidated damages owed by the delinquent Contractor, the Contractor shall also be liable for all reasonable attorney fees and legal costs incurred in such litigation. The Trustees of the Trust Funds may waive or reduce the amount of liquidated damages, at their sole discretion and consistent with their fiduciary duties. The decision of the Trustees in any request to waive or reduce liquidated damages shall be final and binding upon the parties.

M. The Trust Funds' Joint Delinquency Committee may require a Contractor to post a satisfactory bond in a sum equal to two (2) times the amount of the delinquency or such lesser amount as the Committee may determine, to secure payments of contributions to the Trust Funds. Such amounts are to be determined by the Trust Funds, and shall increase if the Contractor's delinquency increases. The bond shall not be construed in any way as in lieu of any payments required under this Agreement. All such bonds shall be deposited with the Trust Administrator and shall be in a form acceptable to the Trusts. The bond shall remain in effect for a period of 36 months after the delinquency giving rise to the obligation to post the bond or until one year after the date that the Contractor is no longer bound to the Agreement or any successor Agreement, whichever is earlier.

N. For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Fund as determined by the Trustees, shall consist of the following:

- (a) Failure to submit trust report forms.
- (b) Failure to report on all employees.
- (c) Failure to make the payments as required on time.
- (d) Failure to pay/audit amounts and audit fees and other costs and damages as determined by the Trust.
- (e) Failure of the bank to honor checks submitted.
- (f) Failure to pay monies due.
- (g) Failure to submit to an audit.

O. In addition to any other remedies under this Article, the Union may terminate the participation of a delinquent contractor. Notice of such termination shall be sent to the Contractor, and each of the employees listed on the last report submitted by that Contractor, and shall be effective 30 days from such notice. Upon termination, no employee of the delinquent Contractor shall accrue credit for any benefits for hours worked for that Contractor. However, termination shall not end or alter the obligations of the Contractor (or any Contractor subcontracting to that Contractor) under this Article. In addition to any other damages under this Article, a Contractor so terminated shall be liable to the Trust Fund for the cost of notice, and shall be liable to its employees for the value of any benefits lost in an amount not exceeding the hourly contributions and liquidated damages that would otherwise have been due.

#### ARTICLE XXIV

##### Public Works Project Davis-Bacon Act and Related Statutes

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

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



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

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

#### ARTICLE XXV

##### Laborer Joint Apprenticeship Committee

A. The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in conformity with California Labor Code Section 1777.5 governing employment of apprentices upon public work. Apprentices shall be employed in accordance with the Standards and guidelines as established by the Laborers Joint Apprenticeship Committee and approved by the Division of Apprenticeship Standards. The terms and conditions of this Agreement shall apply to Apprentices.

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

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

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

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

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

1. Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Apprenticeship Standards of the Joint Apprenticeship Committee, which is based on the following percentages of the Group V Journeyman rate of \$31.09:

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

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

2. The Contractor shall pay to the Laborers Trust Funds the sum designated below for each hour worked or paid for on all Apprentices.

Trust Fund contributions for Apprentices\*:

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

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

**ARTICLE XXVI**

**Drug and Alcohol Abuse Prevention Programs**

The parties recognize the problems which drug and alcohol abuse have created within the construction industry and have reached formal agreement on a Memorandum of Understanding on Drug Abuse Prevention and Detection. Any testing program implemented by an individual employer must conform to the provisions of the Memorandum of Understanding agreed upon by the parties.

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

IT IS AGREED by the parties hereto that all matters of wages, hours, and conditions, whether or not specifically set forth in this Agreement, are closed for the term of the Agreement.

Associated General Contractors of California, Inc.



Southern California District Council of Laborers



By: Thomas Holzman

By: Mike Quevedo, Jr.

Date 7/19/2012

Date 7-18-12

Building Industry Association of Southern California, Inc.



Southern California District Council of Laborers



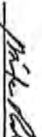
By: Pamela Ackrich

By: Manuel Monibais

Date 7/18/12

Date 7-18-2012

Southern California Contractors Association



Southern California District Council of Laborers



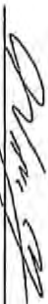
By: Mike Roddy

By: Armando Esparza

Date 7-15-12

Date 7-18-2012

Engineering Contractors Association



By: Wes May  
Date 7-18-12

## Appendix A

### Residential Work

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

#### A. Definition:

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

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

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

C. Enforcement: For purposes of this Appendix A and notwithstanding any other steps in the grievance procedure of this Agreement a claimed violation of this Article shall be handled in the following manner:

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

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

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

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

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

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

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

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

E. Transfer Provisions: The Contractor recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Contractor are Laborers who are necessary to the efficient continuity of the Contractor's operations. Therefore, the Contractor may transfer up to four (4) Laborers and one (1) foreman from area to area. After the transfer of no more than four (4) Laborers and one (1) foreman, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area. The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional transfers shall only be made by mutual consent.

ATTACHMENT #1

CONTRIBUTIONS PAYABLE TO TRUST FUNDS

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

\* Includes Supplemental Dues contribution

**FUTURE INCREASES \*\***

07/01/13: \$1.25 to be allocated by the Union  
 07/01/14: \$1.75 (\$0.25 to Pension; \$1.50 to be allocated by the Union)

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

