

TG03 - Buttress, Shoring, Excavation - Issued for Bid

E i Yghjcbg'UfY'bi a VYfYX]b' H Y'cfXYf'fYVW]j YX''E i Yghjcb'bi a VYfg'a]gg]b[]b' H Y'gYeI YbW'\Uj Y'VYYb'UbGk YfYX]b'dfYj]ci g'fYgdcBgY'gYhg''

Question No.	Submission Date	Question	Response
TG0300-0180	9.7.2010	<p>Reference specification 00 08 13/APA, paragraph 17.</p> <p>Please clarify the following questions regarding the Buy America requirements as they relate to the SBE Trade Subcontract:</p> <p>(1) Can manufactured steel products such as wide flange sections, pipes, H piles, plate, etc. used in the SBE Trade Subcontract for temporary bracing, trestle and temporary cross street bridge construction be manufactured by foreign sources?</p> <p>(2) Can the W sections used in CDSM shoring wall be manufactured by foreign sources?</p>	<p>1. Temporary construction materials that will be removed from the project, such as steel used in the bracing, trestle and cross street bridge, are not subject to Buy America.</p> <p>2. Shoring materials that will be abandoned in place are subject to Buy America. However, secondhand steel that the Trade Subcontractor has on hand may be used if it is provided at no cost by the Trade Subcontractor.</p>
TG0300-0243	9.21.2010	<p>Reference Specification 00 05 20 4.02 / Long Form Subcontract Section 7</p> <p>Specifications AGREEMENT section 00 05 20 4.02 indicates a schedule of liquidated damages, that "The parties acknowledge and agree that the maximum aggregate amount of liquidated damages which may be assessed (assessed) under this paragraph shall be \$45,000,000." Please confirm that this cap is applicable to the Trade Subcontract as well in that the total liability to any party, including, but not limited to Webcor/Obayashi, TJPA and related parties, is capped at a total amount of \$45,000,000.</p>	<p>Subcontractor's liability for liquidated damages is revised in the Long Form Subcontract, to be included in Addendum 5. Attached to this Q&A response set is a draft version of the Long Form Subcontract showing the revisions, as well as revisions to consequential damages, retention, indemnification, claims, prevailing wage, false claims, etc., language in the agreement.</p>
TG0300-0245	9.21.2010	<p>Reference Long Form Subcontract Section 13.1</p> <p>We request a copy of the Labor Agreements referenced in this specification be made available to the bidding Trade Subcontractors.</p>	<p>Refer to the attached labor agreements with the Carpenters, Cement Masons, Laborers, and Operating Engineers.</p>
TG0300-0279	9.22.2010	<p>Reference Long Form Subcontract - Section 7.</p> <p>We cannot be held responsible for any Consequential Damages that the CM/GC may attempt to assess the Trade Subcontractor for such damages. Virtually all General Contractors of our size and their sureties agree on not having the potential assessment of Consequential Damages within the terms of a contract or in this case a subcontract. We cannot be held accountable for the potential delays of others in which the CM/GC could attempt to have Liquidated or Consequential Damages assessed. The</p>	<p>Consequential Damages - Subcontractor's liability for Consequential Damages has been removed from the Long Form Subcontract that will be issued in Addendum 5. Refer to response TG0300-0243.</p> <p>Liquidated Damages - Refer to response TG0300-0243.</p>

		assessment of Liquidated Damages should be sufficient to mitigate any concerns that Webcor/Obayashi may have in having the bonded Trade Subcontractor adhere to the prescribed contractual obligations.	
TG0300-0280	9.22.2010	<p>Reference Long Form Subcontract - Section 4 - Payment Schedule, para. 4.4.</p> <p>This paragraph states that balance owed to the Subcontractor shall be payable thirty (30) days after acceptance of the entire project. Article 4 – Contract Time of the Agreement states that the work will be substantially complete within 1,825 consecutive calendar days (approximately five years). In Exhibit I of the BSE Concept Schedule the start of activities in zone 4 (NTP #02) is February 3, 2011 and the last major activity in zone 4 for construction is the rat slab and finish excavation on January 15, 2014. With that duration of less than three years how can the BSE subcontractor's retention possibly be withheld for approximately five years? It is simply not reasonable for a bonded subcontractor to expect to wait an inordinate amount of time for a significant release of their retention.</p> <p>The retention amount from the CM/GC cannot be arbitrary therefore, we strongly suggest that upon completion of excavation in zone 4 a significant amount of retention funds being withheld be released except for withholding an amount appropriate to the value of the remaining work to remove bracing and trestle elements.</p>	Release of Retention has been addressed in the revised Long Form Subcontract that will be issued in Addendum 5. Refer to response TG0300-0243.
TG0300-0288	9.28.2010	<p>Reference Long Form Subcontract 5.2, section 7.</p> <p>To the extent that the Trade Subcontractor is delayed by the Contractor or any other 3rd party, an equitable adjustment will be made to the Trade Subcontractor.</p>	Subcontractor's liability for the liquidated damages is defined in the revised Long Form Subcontract that will be issued in Addendum 5. Refer to response TG0300-0243.
TG0300-0289	9.28.2010	<p>Reference specification 00 05 20, 4.02.</p> <p>We consider the \$45 M cap is the total liability the Contractor and Trade Subcontractor is subject to the Owner.</p>	Subcontractor's liability for the liquidated damages is defined in the revised Long Form Subcontract that will be issued in Addendum 5. Refer to response TG0300-0243.
TG0300-0290	9.28.2010	<p>Reference specification 00 07 00.</p> <p>Confirm the Differing Site Conditions Clause in the Specifications (Specifications) apply to the Trade Subcontract.</p>	Confirmed. As stated in the Long Form Subcontract, the prime contract requirements apply to the Trade Subcontractor.
TG0300-0291	9.28.2010	<p>Reference Long Form Subcontract, 5.2.</p> <p>Caltrans typical "Force Majeure (Majeure)" or similar clause (clause) applies to this Trade Subcontract.</p>	Force Majeure shall be as defined in the Long Form Subcontract and the prime contract. Caltrans or other clauses do not apply to this project.

TG0300-0292	9.28.2010	<p>Reference Long Form Subcontract, 15.1.2.</p> <p>We consider the Indemnity obligation is limited to personal injury and property damage to the extent only of the negligence of the Trade Subcontractor.</p>	<p>This is not correct. The indemnity is not limited to personal injury and property damage and covers the contributory negligence of the indemnities (type I indemnity). This is consistent with the broad type I indemnity that the TJPA included in the prime contract.</p>
TG0300-0297	9.30.2010	<p>Reference Drawing D-1065 (08-08-DM-000) & Drawing D-5100/1 (08-04-CMGC-000).</p> <p>No information is provided on the diameter of the existing wooden piles or concrete piles. Please provide information.</p>	<p>For information on existing piles, refer to the Existing Terminal and Ramps original construction drawings: San Francisco-Oakland Bay Bridge Railway Facilities. State of California Department of Public Works, March 1937 and February 1939. See Section 00 03 31, paragraph 1.2.D.1, and Section 00 03 31, paragraph 1.2.D.8, added in Addendum 2.</p> <p>See TJPA FTP site documents "D1 San Francisco-Oakland Bay Bridge Railway Facilities.pdf" and "D8 SFO Bay Bridge Railway Facilities, 1939.pdf."</p> <p>ftp.tjpa.org/WebcorBid/Reference Documents/Section 00 03 31 - Buildings and Improvements/D Existing TT Ramps/</p>
TG0300-0303	9.30.2010	<p>Specification 31 55 00, paragraph 1.5F requires bracing system connections capable of resisting tension equal to 15% of design compression load, even if tension does not occur. Connections between re-braces and permanent concrete walls will have significant cast-in-place embedded anchors to resist this amount of design tension. Please clarify if these anchors may be abandoned in place after use, or if removal is required, details on how to repair removed sections of permanent concrete.</p>	<p>Rebracing steel is to be removed to the face of the interior surface of the train box concrete foundation wall and made good. Rebracing shall not impact waterproofing. Cutting into the foundation wall will not be permitted.</p> <p>The following requirements will be added to Section 31 55 00 via Addendum 5:</p> <p>"All reaction plates used for rebracing shall be placed on grout pads on the permanent foundation wall, with anchorage of the plate to the permanent foundation wall provided by bolts. Bolts, plates, and grout pads shall be detailed and installed to allow complete removal following removal of rebracing. Extension of any items for anchorage of rebracing connections shall not extend beyond 18" from the face of wall, and in no case shall penetrate the permanent foundation wall waterproof membrane. All metal items providing connection for rebracing shall be detailed to result in no metal products remaining within 2 inches of the finish concrete surface following removal. Following removal, all concrete surfaces impacted by rebracing operations shall be fully restored to match color, texture, finish, structural integrity, and other architectural requirements, including water tightness, of the adjacent permanent foundation wall."</p> <p>"The contractor shall coordinate rebracing reactions with design</p>

			loading and reinforcement provided for the permanent foundation wall to assure reactions applied to the permanent foundation wall are within the design limitations of the permanent foundation wall."
TG0300-0306	9.30.2010	Removing level 1 re-brace wale and strut material will require operating forklifts on lower concourse slab. Please provide lower concourse forklift wheel load limits and/or areas where forklifts may not operate.	Contractor shall adhere to general notes on S-0005 (GR-3, 4, 15, & 16) and submit forklift specs as well as construction plan for forklift driving area, including any additional construction loading at time of forklift presence, for review.
TG0300-0307	9.30.2010	Addendum 3 modifies spec 31 55 00, 1.5N such that a proof load of 125% of maximum design force is required to the fully installed element. However, the answer to question TG0300-0233 requires a proof load to at least the pre-load. The pre-load is 50% of the maximum design force. Which is correct? If the answer is to only pre-load values specified on the Drawings, please update section 31 55 00, 1.5N via addendum.	Proofloading requirements will be removed from Section 31 55 00 via Addendum 5.
TG0300-0314	10.4.2010	Sheet S-3003 Detail 1 requires 3 each 2.5" diameter ASTM Gr80 reinforcing bars for performance test pile. Based on our evaluation, 3 each 2.5" diameter bars with allowance for spacing to accommodate couplers will not fit inside the HSS 7.50X0.500 casing shown. This may result in a revised reinforcing configuration for test piles. In addition, the use of 3 bars in performance test pile will result in greater steel area and therefore reduced pile deflection compared to the single 2.5" bar required in production piles. a single 2.5" Gr150 threadbar will provide sufficient load capacity (778 kip ultimate, 622 kip yield) for the specified 560kip performance test load, and has similar steel area ($S.2 \text{ in}^2$ vs. 4.9 in^2) which will closely reflect the stiffness of the production pile configuration and will allow use of a casing configuration consistent with production pile layout. We request the note on Detail 1 be modified to permit use of single 2.5" Gr150 threadbar rather than cluster of 3 each Gr80 threadbars for performance piles. If designers required higher structural capacity, a single 3" Gr150 bar could be used as an alternate for performance test piles-- Please confirm if this option is acceptable.	The micropile designed is based on a performance specification, and alterations to the threadbar and other elements of the micropile design will be reviewed in the shop drawing submission phase. Note that there will be an increase in displacement acceptance criteria with a single bar design.
TG0300-0326	10.7.2010	Reference specification 31 55 00, 1.5N. Question TG0300-0053 sought to clarify the requirements for proof loading of struts (125% of design load). Response to TG0300-0095 indicated that the proof load was to be applied to the fully installed element. with respect to those for pre-loading of struts (indicated on the GT sheets to be approximately 50% of design load). The response indicated that proof loading and pre-loading are not the same. Response to TG0300-0233 states "Proof loading beyond the pre-load	Proofloading requirements will be removed from Section 31 55 00 via Addendum 5.

		<p>values specified on the Drawings is not required". Please note that specification 31 55 00, 1.3D and 1.5N as modified by Addendum 3 still requires proof loading to 125 percent of the design load. This is in direct conflict with the response to TG) 300-0233.</p> <p>Please state the required proof load, and modify the specifications if required.</p>	
TG0300-0334	10.21.2010	If we encounter existing tie-backs in the alignment of the CDSM wall in places other than those shown in the bid documents, will this be considered a Differing Site Condition, and will removing them be paid as Extra Work?	Agree. If tiebacks in the alignment of the CDSM wall are not identified in bid documents, then it is a Differing Site Condition in accordance with Section 00 70 00, article 3.05.A.2.
TG0300-0336	10.8.2010	In Exhibit A – Trade Subcontractor Bid Package Manual Forms, Section IV, Sub-Section C - "Base Bid Item Scope"- Item #2 - "Pre-Trenching and Back Filling for Shoring Wall" states "This work item includes all locations where Shoring Wall is constructed including cut-off walls for zoning. ... Hazardous material shall be disposed by following all relevant regulations in accordance with governing authorities and its cost included in this work item." Why would the Trade Subcontractor be responsible for all costs of special handling and disposing of the Hazardous materials encountered in the Pre-Trenching work scope when the Class I and Class II Hazardous excavated materials additional costs (Premium) encountered in "Mass Excavation and Soil Disposal" Work Scope are measured and paid for separately by the ton in Bid Items # 37 and 38? The is no way to adequately quantify the amount of either Class I or Class II Hazardous materials to be encountered in the Pre-Trenching and Back Filling for Shoring Walls work scope and therefore most all contractors will assume a volume on the higher side and unnecessarily inflate the cost of that work without a quantity having been established by Webcor/Obayashi.	Bid item #37 and #38 apply to existing contaminated soil and debris, per Section 01 10 20/APA, A.1.3 and A.1.4. Exhibit A, Section IV.C.2, 16, and 17 will be updated in Addendum 5.
TG0300-0338	10.8.2010	Specification Section 31 63 29 - 3.8I requires CSL testing holes to verify the continuity of the overlap between overlapping shafts. Please specify the number of CSL testing holes that will be required.	A total of 30 profiles across shaft interfaces is required. The first 10 shaft interfaces, not including the interfaces between shafts C/2 - C/3, C/3 - C/4, C/4 - C/5, and C/5 - C/6, shall be tested. The locations of the remaining 20 shaft interfaces will be as directed by the TJPA Representative. The tubes shown to be installed with the reinforcing cage (detail 12/GT-5202) and the cores specified in article 3.9.D in Section 31 63 29 shall be used for the CSL testing. Additional holes needed for sonic integrity testing shall be provided by the Contractor in accordance with article 3.8 I.2, which will be revised in an addendum to read: "In addition to the tubes shown to be installed on the Drawings, and the cores specified in article 3.9.D, the Contractor has the option to install steel tubes, to drill holes, or to core holes to facilitate sonic integrity testing. Drilling or coring shall be done after the

			concrete has gained sufficient strength."
TG0300-0339	10.8.2010	Drawing GT-5101 detail shows additional CDSM at the Buttress Area. Will this added CDSM work be paid in the Bid Item for the CDSM 120' Wall or as part of the Buttress Primary work? Which Bid Item will this scope of work be paid in Bid Item 33 or bid Item 34?	The Bid Item for "CDSM Buttress-Shoring Wall Connection Column" will be added in Exhibit A of Addendum 5.
TG0300-0341	10.8.2010	Specification section 00 08 21 AT1 and AT2 are unclear on counting participation of 2nd or 3rd tier subcontractors toward the DBE goals. For example, if a DBE certified excavation subcontractor utilizes 100% DBE Trucking, does his quote get counted 100%? Do we list the trucking separate?	When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation. If a non-DBE is subcontracting work to a second or third tier DBE, the second or third tier DBE should be listed in order to receive credit; however, the amount shown for the second or third tier DBE should be deducted from the amount shown for the first tier subcontractor.
TG0300-0342	10.8.2010	We can find no specification for mud mat concrete.	See Section 03 30 00, to be issued in Addendum 5.
TG0300-0348	10.11.2010	Reference question TG0300-0309 and answer to TG0300-0106. Question 0309 sought clarification if already existing Class 1 and Class 2 hazardous material, physically located within pre-trench limits defined under Bid Item 3, is paid under Lump Sum Bid Item 3, or is it paid under unit price bid items 37 and 38. The answer to question 106 is limited to "hazardous/high-pH" drill spoils subsequently created during CDSM drilling process, which is not the issue behind question 309.	Refer to response TG0300-0336.
TG0300-0351	10.15.2010	Specifications Section 00 05 20 ("AGREEMENT") governs the relationship between the Owner (TJPA) and Webcor/Obayashi (CM/GC). Article 1.1 of the Agreement states that it is limited to Phase I (above grade elements), but that it can be amended by written modification to the AGREEMENT to cover Phase II (below-grade elements). Note that this Phase I AGREEMENT is predicated on a "top-down" construction method, as specified in Article 1.01, last sentence in paragraph 2. Under these bidding conditions above-ground Phase I portion is constructed first, followed subsequently by foundations below grade (Phase II work). Please clarify if the AGREEMENT has been modified to include the BSE Trade Subcontract Phase II scope of work. If so, please provide a copy of the written modification. If it has not, please state what equivalent document(s) will govern TJPA, CM/GC, and BSE Trade Subcontractor obligations to each other.	The CM/GC and TJPA have concluded negotiations to modify the agreement, and the item will be presented to the TJPA Board on November 1, 2010.
TG0300-0352	10.15.2010	Exhibit A of the BSE Trade Subcontractor Bid Package Manual, Section VI (Insurance Requirements), Part 4F requires Trade Subcontractor to maintain professional liability coverage for a period of 3 years beyond "Contract Final Completion". Please	Refer to response TG0300-0319 (posted 10/15/10).

		<p>clarify if "Contract Final Completion" refers to BSE Trade Subcontractor's Contract scope of work, or is it referring to CM/GC's "Contract Final Completion" scope of work commitment to TJPA.</p> <p>Owner's answer to question TG0300-0215 attempted to answer this question, but the answer relied on an undefined term "project completion". Does "project completion" refer to BSE Trade Subcontractor's "project completion", or does it refer to CM/GC's "project completion" of the scope defined in Article 1 of the "AGREEMENT".</p>	
TG0300-0353	10.15.2010	<p>Reference section 00 05 20, Agreement. Part 1.01 indicates the scope of this agreement includes services only for Phase 1 of this Project. Section 00 05 20 Part 4.01, Time, states the Work will be Substantially Complete within 1,825 consecutive calendar days (approximately 5 years) for Phase 1 of the Project, beginning with and including the official date of the Notice to Proceed with Pre-Construction Services...</p> <p>Reference response to QBD #TG0300-0043 which states that the CM/GC's first Notice to Proceed (NTP) for Pre-Construction was issued on March 18, 2009. Given this information, verify that Substantial Completion for Phase 1 , per section 00 05 20 part 4.01, is required to be March 18, 2014.</p> <p>The CM/GC has received multiple questions in the past months regarding the definition of Substantial Completion and Final Completion as they apply to this Trade Subcontractors scope. The CM/GC's responses have been unclear. The lack of clear guidance by the CM/GC may result in the potential trade Subcontractors unnecessarily adding costs to their bids.</p> <p>Please consider the following and advise as quickly as possible.</p> <p>#1 Warranty. Please verify that the warranty for this trade subcontract begins on the date of approval of the Contractors Application for Substantial Completion by the TJPA. Please confirm that the date of Substantial Completion for this Trade Subcontract is 1,825 calendar days from NTP as defined in Section 00 05 20 Part 4.01. If this is not correct, please tell us what is the Substantial Completion date for this Trade Subcontract.</p> <p>#2 Professional Liability Insurance. Exhibit A Section Vi, part 4F indicates Trade Subcontractor shall maintain professional liability coverage continuously throughout the term of this</p>	<p>1) Warranty - Substantial Completion is defined in the Concept Schedule Exhibit I. Actual date is subject to change.</p> <p>2) Professional Liability Insurance - Refer to response TG0300-0319.</p> <p>3) Substantial Completion - Refer to Section 00 07 00, 1.01.A.72.</p> <p>4) Final Completion - Refer to Section 00 07 00, 1.01.A.38.</p>

		<p>Contract, and without lapse, for a period of 3 years beyond the Contract Final Completion Date. Please confirm the Final Completion Date noticed in this section, as applicable to this Trade Subcontractors work, will be when the work performed by this Trade Subcontractor is Substantially Complete. Define Substantial Completion for this Trade Subcontract. Is it when the Trade Subcontractor completes the mudslabs? Is it when the Trade Subcontractor has removed the dewatering system, Access Trestle, and Temporary Bridges? If not, provide specific details that define when this Trade Subcontractors scope of work will be considered Substantially Complete. We suggest that the Trade Subcontractor only be required to carry a 3 year tail beyond the last date of its actual work on this project, which is expected to be removal of the Temporary Bridges.</p> <p>#3 Substantial Completion. Define Substantial Completion for this Trade Subcontractors work.</p> <p>#4 Final Completion. Define Final Completion for this Trade Subcontractors work.</p>	
TG0300-0354	10.15.2010	<p>Exhibit A, Section VI part 1, indicates that "Trade Subcontractor shall maintain in full force and effect, for the period covered by the Contract, the following liability insurance." Final Completion date, per Exhibit I concept schedule, is January 12, 2018 represented by activity SC-100100-FC, Final Completion. Trade Subcontractor's package is scheduled to be complete years before the Final Completion date of Jan 12, 2018. Requiring Trade Subcontractor to maintain the liability insurance policies until January 12, 2018 will add significant cost to the Project and will not provide any additional protection to Contractor. Please change the insurance requirement to end at the completion of Trade Subcontract.</p>	<p>The intent of the reference to the "Contract" in Exhibit A, Section VI.1. was the Subcontract, not the prime contract between the TJPA and CM/GC. "Contract" will be replaced by "Subcontract" for clarification in an upcoming addendum.</p>
TG0300-0355	10.15.2010	<p>This project will require massive amounts of temporary bracing steel for excavation support, and title to this material will always remain with the SBE Trade Subcontractor (Specification 31 55 00-3.6B). Since title in temporary bracing steel never vests to the TJPA, this material apparently is not eligible for Material on Hand (MOH) payments per Specification 00 07 00 – 9.03I.1b,</p> <p>The Trade Subcontractor must fund temporary bracing steel ownership for the many months between steel purchase and when the steel is finally installed and paid for under Bid Item 22.</p> <p>Can some other MOH mechanism be added to the Contract</p>	<p>The following addition to the General Conditions (Section 00 07 00) shall be issued with Addendum 6:</p> <p>9.03.I.2:</p> <p><i>"The TJPA will make payment for the Temporary Bracing steel, the Access Trestle steel, and the Temporary Traffic Bridge steel procured by the CM/GC for the Buttress/Shoring/Excavation Work only, as material which is necessary for the construction of the temporary bracing system, access trestles and temporary traffic bridges (the "Temporary Steel"), under the following terms and conditions:</i></p> <p><i>a. The total material cost of the Temporary Steel as bid</i></p>

		Documents that still protects the Owner, but allows for temporary bracing steel MOH payment at time of steel delivery from suppliers?	<p><i>shall equal the raw material and fabrication costs, plus a credit for re-sale, scrap, or re-use. The total material cost shall not include any other costs such as labor, general conditions, or profit.</i></p> <p><i>b. Upon proof that the CM/GC or its subcontractor has incurred costs to order the Temporary Steel, the TJPA will pay as part of a regular progress payment the actual material cost incurred, up to 35% of the total material cost of the Temporary Steel.</i></p> <p><i>c. Upon proof that the fabricated Temporary Steel is on-site, inspected, and ready for installation, the TJPA will pay as part of a regular progress payment the actual material cost incurred, up to 40% of the total material cost of the Temporary Steel.</i></p> <p><i>d. Upon confirmation from the CM/GC that the Temporary Steel is fully installed and inspected, the TJPA will pay as part of a regular progress payment the actual material cost incurred, up to 25% of the total material cost of the Temporary Steel.</i></p> <p><i>e. Any amount paid under this subparagraph 9.03(I)(2) will be credited against the approved Direct Costs under the Contract. Early payment shall not imply acceptance of the Work in general or of the temporary bracing system in particular. Early payment of certain Direct Costs under this subparagraph 9.03(I)(2) shall not affect the total amount of the CM/GC Fixed Fee as provided under Article 5 of the Agreement (Section 00 05 20).</i></p> <p><i>f. The Temporary Steel shall not become part of the permanent structure or TJPA property and title shall not ever vest in the TJPA, except possibly in the event of termination under Article 14 of these General Conditions.</i></p> <p><i>g. The Temporary Steel shall not include the Shoring Wall Soldier Piles, which material may be subject to paragraph 9.03(I)(1), above."</i></p>
TG0300-0356	10.15.2010	Addendum 3 deleted Bid Item 1, and revised the maximum permissible bid amount for Bid Item 2 (Mobilization) to 5% of Total Bid Price. This was an improvement from original 2% limit, but still does not cover the very significant mobilization costs for this Contract.	Request denied. Provisions as stated in Addendum 3 stand.

		<p>We request that Bid Item 2 maximum bid amount be raised from 5% to 10% of the Total Bid Price.</p>	
TG0300-0357	10.15.2010	<p>Reference Exhibit A Section IV Part BA.27 Personnel/Material Access. This section states that the Trade Subcontractor's responsibility for Personnel/Material Access will end at the acceptance of the rat slab. The Trade Subcontractor will transfer this scope of work to a future Trade Subcontractor.</p> <p>Reference Exhibit A Site Logistics Plan which shows 5 personnel material hoists.</p> <p>Reference Exhibit I Concept Schedule and the following activities:</p> <p>Activity BG—104300 Rat Slab Zone 1 Start Date 21Dec12 Finish Date 02Jan13 Activity BG-106400 Rat Slab Zone 2 Start Date 28Feb13 Finish Date 06Mar13 Activity BG-109400 Rat Slab Zone 3 Start Date 16May13 Finish Date 22May13 Activity BG-112400 Rat Slab Zone 4 Start Date 12Dec13 Finish Date 18Dec 13</p> <p>The personnel material hoists in your concept schedule as shown below: Activity MH-102000 Install Hoist #1 Start Date 03Jan13 Finish Date 16Jan13 Activity MH-102500 Install Hoist #2 Start Date 13Jan15 Finish Date 27Jan15 Activity MH-100200 Install Hoist #3 Start Date 23May13 Finish Date 07Jun13 Activity MH-100800 Install Hoist #4 Start Date 27Mar14 Finish Date 09Apr14 Activity MH-101400 Install Hoist #5 Start Date 30Apr14 Finish Date 13May14</p> <p>Based on the above, all of the rat slab work is completed by 18Dec13 per the concept schedule. It is our interpretation, therefore, that the Trade Subcontractor is only responsible to install Hoist #1 and Hoist #3 within the scope of this contract. It is also the Trade Subcontractors interpretation that it is only responsible to install Hoist #3 up to ground level and is not required to install Hoist #3 from ground level to roof as described by activity MH-100400. Please advise if our interpretation is correct. If our interpretation is incorrect, please provide specific details</p>	<p>The Exhibit I "MH" Activities do not represent the BSE Trade Subcontractor's Personnel/Material Access hoists. These activities represent the hoists to be included in follow-on Trade Subcontractor scope. Refer to Item 27 Personnel/Material Access in Section IV of Exhibit A for the BSE Trade Subcontractor's responsibilities. The BSE Trade Subcontractor will remove these hoists at the completion of the rat slab.</p>

		regarding what the Trade Subcontractors responsibilities are for material hoists #1 – 5.	
TG0300-0358	10.15.2010	<p>Reference Exhibit A Section IV Part BA.27 Personnel/Material Access. This section states that the Trade Subcontractor's responsibility for Personnel/Material Access will end at the acceptance of the rat slab. The Trade Subcontractor will transfer this scope of work to a future Trade Subcontractor.</p> <p>Reference Project Bidding Manual Section IV Part A12, Leave Out Areas. This section states "The use of hoists (personnel/material hoists and stairs) on this project will necessitate the completion of the leave out areas of the building and at those areas following the completion of the interior elevators on the project. Trade Subcontractor shall include in the Bid all costs associated with performing the completion of the work affected by the leave out areas as out of sequence work..."</p> <p>Based on the statements made in Exhibit A Section IV Part BA.27, the Trade Subcontractors responsibility for Personnel/Material Access ends at acceptance of the rat slab. We interpret this to mean that the Trade Subcontractor is not obligated to complete the work at the leave out areas described In Project Bidding Manual Section IV Part A12. Please verify our interpretation is correct.</p> <p>If our interpretation is incorrect, please provide specific details regarding what the Trade Subcontractors responsibilities are for completing work at the leave out areas.</p>	The BSE trade Subcontractor is not responsible for the leave out areas.
TG0300-0359	10.15.2010	In reference to Addendum 04 - Revised QBD Due Date: October 15th, since further Addenda and Q&As are forthcoming, we strongly urge additional time for questions to be submitted regarding these Addenda and Q&As. We fully expect all questions of consequence responded to in a timely manner for us to prepare our TG03-BSE proposal.	Request denied. In accordance with Addendum 4, the revised QBD due date was October 15, 2010, 2:00 pm, and the revised bid date is November 9, 2010, 2:00 pm.
TG0300-0360	10.15.2010	QBD's TG0300-0256 and TG0300-0318 were both questions that attempted to clarify what components of the micropile design were to be left to the Contractor to perform. The response to QBD 256 states "Detail 1/S1-3003 is an example detail ... The micropile is to be designed by the Micropile Contractor." QBD 256 also states that only "the vertical rebar in the detail is a minimum requirement". The response to QBD 318 states "Confirmed that the "10 inch diameter minimum" is a requirement". We interpreted the response to QBD 256 to be that only the rebar size was being prescribed; the response to QBD 318 seems to contradict the response to QBD 256. Could	The vertical rebar as described in TG0300-0256 (posted 9/27/10) and the diameter specified in TG0300-0318 (posted 10/8/10) are both minimum requirements. The elements provided may not be less than what is described in the detail.

		you please re-visit QBD 256 and QBD 318 and clearly define what details shown on 1/S1-3003 are required and which are not. We cannot perform a micropile design and request supplier quotes until we receive clarification on what is being left to the Contractor to design.	
TG0300-0361	10.15.2010	<p>Reference Project Bidding Manual V.A.3, specification 00 08 21/AT3-B, and Exhibit A IV.D.</p> <p>Due to Bid Day logistics, other large municipalities have allowed Sub/Vendor information and documentation to be submitted post bid. We request that only the following information (Name, Location, Scope, Certified DBE or SBE (Y/N) and Award Amount) be included on the Bidders/Proposers Information Form submitted with the bid. All other information (including copies of cert's and Intent to Perform letters) would be submitted as part of the 5-day documents by the apparent low Bidder and any other Bidder requested.</p> <p>Also, please confirm that only the documents listed on the Bidding Checklist in the Project Bidding Manual V.A.3 be required to be submitted with the Bid.</p>	Good faith efforts to meet the SBE goal cannot be evaluated if current certificates and intent to perform are not included for subcontractors. Thus it is strongly encouraged that all requested information be provided at the time of the bid. In accordance with Project Bidding Manual V.A.6, an <u>updated</u> Bidders/Proposers Information Form may be submitted by the apparent low Bidder and any other Bidder so requested, within five business days after the date of the Bid opening.
TG0300-0362	10.15.2010	Based on 00 08 05 1.2pg 1 (add'#2)"Add' Insurance - Builder's Risk Insurance...for 100% of the completed value of the Work...not to exceed \$25K deductible...Contractor shall provide Builder's Risk Insurance for earthquake and flood in conformance with Public Contract Code section 7105, in the amount of 5 percent of the total Contract Sum...(add' #2)" we are assuming that the CM/GC, Contractor, and subcontractors are relieved of responsibility for damage to the work beyond 5% of the bid amount caused by earthquakes in excess of 3.5 magnitude in conformance with section 7105 of the Public Contract Code. We are also assuming that the CM/GC provided builders risk policy will include coverage for damage caused by earthquake (regardless of magnitude) with a sublimit not less than 5% of the total contract value. Further assumption is made that the Contractor and subcontractors will be included as additional insureds on this CM/GC policy with a waiver of subrogation in favor of same Please confirm that these assumptions are correct.	Refer to response TG0300-0214 (posted 9/27/10).
TG0300-0363	10.15.2010	Drawing Gt-1112 Note 4 states: "In no case shall the soldier pile size be less than, nor the spacing greater than, that shown on the drawings". Would alternate soldier pile sizes with equal or better moment of inertia and section modulus be acceptable substitutes, provided the minimum 4 inch cover is provided?"	Refer to response TG0300-0350 (posted 10/15/10).
TG0300-0364	10.15.2010	We again request the opportunity to obtain, or come to your office and inspect a copy of the Builder's Risk Policy in effect for	Refer to response TG0300-0214.

		this project. We maintain it is of utmost importance to determine that adequate insurance coverage exists, or if additional policies are needed.	
TG0300-0365	10.15.2010	We request that the Bid Date be maintained at the current date of November 9, 2010. Any further postponement will place either the Bid closing or the followon documentation into the holiday season, and place additional burden on the process. We also believe this to be important to the criticality of the schedule which you have indicated.	We concur. The bid date shall remain November 9, 2010.

**WEBCOR/OBAYASHI JOINT VENTURE
LONG FORM SUBCONTRACT – TRANSBAY TRANSIT CENTER PROJECT**

Job Name: Transbay Transit Center Project
Job Number: E... 30100.01 ...E

Subcontract No.: D... 301000300 ...D
Trade: D... Buttress, Shoring, & Excavation ...D

This Agreement ("Subcontract" or "Agreement") is made this ____ day of ____, ____, between:

CONTRACTOR ("Contractor"):

WEBCOR/OBAYASHI JOINT VENTURE
951 Mariners Island Blvd. 7th floor
San Mateo, CA 94404
Phone: (650) 349-2727 Fax: (650) 578-8158

D... **WEBCOR/OBAYASHI JOINT VENTURE JOB
SITE OFFICE**
183 Fremont Street
San Francisco, CA 94105
Phone: (415) 978-5700 Fax: (510) 476-3030
...D

and:

TRADE SUBCONTRACTOR ("Subcontractor"):

NAME:
Address:
City, State, Zip:
Phone: Fax:

On or about the 17th day of March, 2009, Contractor entered into Prime Contract No.08-04-CMGC-000 with:

TRANSBAY JOINT POWERS AUTHORITY ("TJPA")
201 Mission Street, Suite 2100
San Francisco, CA 94105
Phone: (415) 597-4620 Fax: (415) 597-4615

to perform the following project:

Contract No. 08-04-CMGC-000 for the performance of certain CM/GC services related to the construction of the Transbay Transit Center Building and Related Structures (the "Project") as more fully set forth in the Contract Documents. The Project generally consists of neighborhood utility relocation, demolition of existing structure and ramps, construction of the Transit Center Building, and construction of the Bus Ramps connecting the Transit Center Building to the Bus Storage Facility and the West Approach to the Oakland-San Francisco Bay Bridge, and the interconnection and coordination with the Transit Tower. The Project is located over four blocks (from Fremont to Second Streets) between Mission and Natoma Streets in the City and County of San Francisco.

Said work is to be performed in accordance with the Prime Contract and the Plans and Specifications. Said Plans and Specifications have been prepared by or on behalf of:

ARCHITECT (Transit Center Building and Bus Ramps):

PELLI CLARKE PELLI ARCHITECTS
1056 Chapel St.
New Haven, CT 06510
Phone: (203) 777-2515 Fax: (203) 787-2856

ENGINEER (Utility Relocation):

AECOM
405 Howard Street
San Francisco, CA 94105
Phone: (415) 365-3200 Fax: (415) 267-4957

SECTION 1. ENTIRE CONTRACT

The phrase "Contract Documents" is defined to mean and include the following:

Long Form Subcontract

E... D... Documents, as defined in Section VII, Contract Document List, of Exhibit A – Trade Subcontractor Bid Package Manual and Forms – Contract #301000300 – Rev E, dated 10/XX/2010 ...D ...E

D... Subcontractor certifies that he is fully familiar with all of the terms of the Contract Documents, the location of the job site and the conditions under which the work is to be performed (including, without limitation, existing field conditions, utility locations, and current, local construction practices) and that he enters into this Agreement based upon his investigation of all such matters and documents and is not relying on any opinions or representations of Contractor. This Agreement represents the entire agreement. The Contract Documents are incorporated in this Agreement by reference, and Subcontractor and its subcontractors will be and are bound by the Contract Documents insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to the Owner under the Contract Documents, to the extent of the work provided for in this Agreement, and that where, in the Contract Documents reference is made to Contractor, and the work or specifications therein pertains to Subcontractor's trade, craft, or type of work, then such work or specification shall be interpreted to apply to Subcontractor instead of Contractor, and shall include all work, materials and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete such work. In the event that there is a conflict between Contract Documents, the more stringent of the documents shall apply. The prime contract between the Owner and Contractor is available for review at the Contractor's main office at 951 Mariners Island Blvd. 7th floor, San Mateo, CA 94404. ...D

Subcontractor understands that this Agreement is for work that is partially funded by the federal government, and that there may be certain federal requirements as set forth in the Contract Documents that apply to Subcontractor's work under this Agreement, and that it is fully aware of all such requirements that affect its work and shall comply with them.

SECTION 2. SCOPE

Subcontractor agrees to furnish all labor, materials, equipment and other facilities (collectively "Services" or "Work") required to complete the work for the Project in accordance with the Contract Documents. Scope of Work – The Work is not necessarily defined in one particular portion of the plans and specifications or Contract Documents. Subcontractor will perform all of the work that falls within the general area of this Subcontract, regardless of the fact that the work to be performed may be distributed throughout the plans and specifications, and Contract Documents, as well as all incidental work reasonably necessary to complete this Subcontract. The work to be performed by the Subcontractor is generally described as follows:

XXXXXXXXXX

In the event of any dispute between Contractor and Subcontractor, Subcontractor will not stop work but will prosecute the work diligently to completion, the dispute to be submitted for resolution in accordance with section 17 of this Agreement.

SECTION 3. CONTRACT PRICE

Contractor agrees to pay Subcontractor for the strict performance of its work, the sum of: (\$), subject to conditions and deductions for changes in the work as may be directed in writing by Contractor in accordance with Section 6, and to make payment in accordance with Section 4.

SECTION 4. PAYMENT SCHEDULE

4.1 Except as otherwise provided in this Subcontract and except that this section shall in no event be construed to violate the public policy of the State of California, it is agreed that progress payments to Subcontractor shall only be made for acceptable work performed by Subcontractor as reflected in Contractor's Application for Payment. Payment is due only after Subcontractor furnishes services, actually performed, according to the terms of this Subcontract, regardless of any defaults attributable to the Owner or Contractor. Payment is payable either upon Owner approval of the Payment Application and subsequent Owner payment, or, in the event of Owner's non-payment, when Subcontractor has complied with paragraph 4.1.2 below.

E... D... Approval of Contractor's Application for Payment and payment for the work reflected therein by Owner shall be a condition precedent that must occur before Contractor will be obligated to pay Subcontractor. Subsequent to Owner approval of Contractor's Application for Payment, Contractor shall pay Subcontractor upon receipt of payment from the Owner, Subcontractor's portion of said payment allowed to Contractor less any percentage retained under the contract between the Contractor and the Owner. Upon receipt of payment from the Owner, and Subcontractor compliance with Paragraphs (4.2) and (4.3) below, Contractor will pay Subcontractor the said contract sum on or about the 30th day of the month following the months in which the work was performed, provided however, Contractor may retain as part security for Subcontractor's fulfillment of this Contract, an amount equal to the amount retained by Owner with respect to Subcontractor's work for the purpose of Subcontract progress payment. Final payment shall only be made to Subcontractor from sums received by Contractor as final payment from the Owner, subject to the above provisions and also Paragraphs (4.2), (4.3) and (4.4) below. Within ten (10) business days after the award of the Subcontract, but in any event no later than Subcontractor's first payment request, Subcontractor shall furnish to Contractor a billing breakdown or schedule of values for Contractor's approval for use in approving invoices and percentages of completed work. Subcontractor's schedule of values shall include a line item for each portion of the Work, and shall be incorporated into Exhibit "G". Notwithstanding anything to the contrary set forth in the

Subcontract Agreement, and provided that Subcontractor has complied in full with its subcontract obligations, Contractor shall pay Subcontractor within 10 days of receipt of payment from Owner in accordance with applicable state and federal law. ...D ...E

- 4.1.2 In the event the Owner fails, neglects or refuses to pay the Contractor for any reasons whatsoever (except on account of defaults solely attributable to the Contractor), then payment shall not be payable to Subcontractor until the events hereinafter set forth occur. In the event of non-payment by the Owner to the Contractor, the Contractor shall notify the Subcontractor in writing. Assuming Subcontractor has satisfied all conditions precedent to receiving payment, Subcontractor agrees that Contractor shall make progress payments and final payments otherwise to Subcontractor for Work undisputedly performed properly by the earlier of: (1) seven (7) days after Contractor being paid by the Owner for amounts payable to Subcontractor on account of work done by Subcontractor on the Project, and (2) the Contractor and Owner exhausting all processes prescribed in the Prime Contract for Contractor to seek and receive payment for Subcontractor's Work. The parties expressly acknowledge and agree that the timing of payments to Subcontractor under the conditions of this paragraph is reasonable. Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to Subcontractor, is subject to the same conditions precedent as are applicable to Contractor's liability to Subcontractor.
- 4.1.3 Grounds for Withholding Payment. Contractor may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect Contractor from loss, including costs and attorney's fees, on account of (1) defective work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claim; (3) failure of Subcontractor to make payments properly to his subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that this Agreement can be completed for the balance then unpaid; (5) damage to another subcontractor; (6) penalties assessed against Contractor or Subcontractor for failure of Subcontractor to comply with State, Federal or local laws and regulations; or (7) any other ground for withholding payment allowed by State or Federal law, or as otherwise provided in this Agreement.
- 4.1.4 In the event the Owner fails, neglects or refuses to pay the Contractor for any reasons whatsoever (except on account of defaults solely attributable to the Subcontractor), Contractor agrees to pursue its and Subcontractor's rights to payment from the Owner.
- 4.1.5 In the event the Subcontractor does not submit to the Contractor such monthly estimates by the date provided in the subcontract, then (unless the Contract Documents provide otherwise) the Contractor may at his option include in his monthly estimate to the Owner for Work performed during the preceding months such amount as he may deem proper for the Work for the Subcontractor for the preceding month and the Subcontractor agrees to accept such approved portion thereof in lieu of monthly payment based upon the Subcontractor's estimate. In the event Subcontractor submits such monthly estimate to Contractor within the time described above, the Contractor may at his discretion modify Subcontractor's estimate in accordance with Contractor's own estimate of the value of the Subcontractor's Work performed during the preceding month, and the Subcontractor agrees to accept Contractor's estimate thereof in lieu of monthly payments based on the Subcontractor's estimate.
- 4.1.6 Progress payments to the Subcontractor shall be made only for the Work performed by the Subcontractor as reflected in the Subcontractor monthly estimate. Approval of the Subcontractor's monthly estimate, in whole or in part shall be a condition precedent which must occur before the Contractor will be obligated to pay the Subcontractor. Approval and payment of Subcontractor's monthly estimate is specifically agreed not to constitute or imply acceptance by the Contractor or the OWNER of any portion of the Subcontractor's Work. Subcontractor agrees that upon partial or full payment he will deliver to Contractor applicable releases of mechanics lien rights for that portion paid on the form attached as Exhibit "C".
- 4.2 Subcontractor shall prepare and present to Contractor, for its approval, on or before the 18th day of each calendar month ("Current Month"), projected through the last day of the month, a complete invoice using Contractor's format (Exhibit's "C" & "G" referenced above in Section 1). Contractor is not required to make any payment to Subcontractor unless Subcontractor shall previously have provided such supporting documentation as may be required by Contractor, the OWNER, Architect, or any party authorized under the Prime Contract. Such documentation may include, without limitation, copies of requisitions from Subcontractor's subcontractors and material suppliers, payroll affidavits, receipts and vouchers, and conditional lien releases for the Current Month and unconditional lien releases for all work completed prior to the Current Month executed by all persons and companies who might have mechanic's lien, stop notice or labor and material bond rights against the Project and arising out of work performed under the Subcontract, using Contractor's forms along with evidence of payment as applicable to all unions and union trust funds. Subcontractor shall promptly notify Contractor if Subcontractor's actual costs for the Current Month are not consistent with the projected costs initially set forth in Subcontractor's invoice. If necessary, Subcontractor shall promptly make all required changes to its invoice to ensure that Contractor's payment application submitted to the Owner accurately reflects Subcontractor's actual costs. Contractor may prepare and issue a joint check for the amount(s) indicated.
- 4.3 Contractor may withhold monthly progress payments, in accordance with applicable laws, in order to protect Contractor and/or the Owner from loss because of any event of default under this Subcontract. When the grounds for the default are cured by Subcontractor to Contractor's satisfaction, and the funds are paid to Contractor by the Owner, payment shall be made for the amounts withheld because of them.
- 4.4 E... D... Subject to; Paragraphs 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, above, the removal of all grounds for withholding, the delivery by Subcontractor to Contractor of (i) Subcontractor's signed Guarantee, (ii) as-built plans, (iii) operation and maintenance manuals required by the Contract Documents, and (iv) satisfactory proof that all claims, including taxes, growing out of the work hereunder (and any liens related thereto) have been released including, specifically, Contractor's receipt of fully executed lien releases from Subcontractor and all of its Lower-Tier Subcontractors and material suppliers involved in its Work, the balance owing to Subcontractor under the terms of this Subcontract shall be due and payable thirty (30) days after completion

and acceptance of the entire Project and ten (10) days after receipt of same from the Owner; provided Contractor shall promptly release retention to the extent that Owner releases retention under the Contract Documents with respect to Subcontractor's work. Final payment may, at the Owner's or Contractor's option, be made in the form of checks made jointly payable to Subcontractor and any Lower-Tier Subcontractor, materialman, laborer or supplier entitled to payment out of the funds of the final payment. ...D Furthermore, provided that Subcontractor has complied in full with subcontract obligations, Contractor will withhold no more retention from Subcontractor than the amount of retention that is being withheld from Contractor by Owner with regard to Subcontractor's work, and shall promptly reduce retention withheld from Subcontractor, by a like percentage, when reduced to Contractor by Owner. See Prime Contract (Document 00 07 00) Article 9.04. ...E

- 4.5 Any and all funds payable to Subcontractor hereunder are hereby declared to constitute trust funds in the hands of Subcontractor, to be applied first to the payment of claims of its subcontractors, architects, engineers, surveyors, laborers and materialmen arising out of the described work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety bonds and other bonds filed and premiums on insurance accruing during the construction of the described work, before application to any other purpose.
- 4.6 Monthly Progress Invoices and all appropriate documentation must be submitted to the jobsite office on or before the 18th of each month for processing as per Section 4 of the Subcontract.
- 4.7 In accordance with, and subject to any restrictions set forth in, the Prime Contract provisions, Subcontractor must obtain advance written approval to receive payment for materials or equipment delivered to the jobsite but not yet incorporated into the work. Payments for materials stored on or off the site shall be conditional upon submission by Subcontractor of bills of sale or such other procedures satisfactory to the Owner to establish Owner's title and to protect Owner's interest in the materials or equipment.

SECTION 5. TIME

- 5.1 E... D... Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information and a proposed schedule for performance of his work in a form acceptable to Contractor. Subcontractor shall plan and sequence its Work to conform to Contractor's Concept schedule (Exhibit "H") and all reasonable revisions or changes made thereto by Contractor. Subcontractor shall prosecute his Work in a prompt and diligent manner in accordance with Contractor's progress schedule without delaying or hindering Contractor's work or the work of other contractors or subcontractors. Subcontractor shall coordinate the Work covered by this agreement with that of all other contractors, subcontractors, and of the Contractor, in a manner that will facilitate the efficient completion of the entire Project work. In the event Subcontractor fails to maintain his part of the Contractor's schedule, he shall, without additional compensation and at its own cost, accelerate the work as Contractor may direct until Subcontractor's work is in accordance with such schedule. Contractor shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which various portions of the work shall be installed and the relative priority of the work of Subcontractor and other subcontractors, and, in general, all other matters, pertaining to the timely and orderly conduct of the work of Subcontractor on the premises. Should Subcontractor be delayed in the prosecution or completion of the work by the act, neglect or default of the Owner, Architect or Contractor, then the time herein fixed for the completion of the work shall be extended the number of days the Subcontractor has thus been delayed, but no allowance or extension shall be made unless a detailed written notice of delay is presented in writing to Contractor within three (3) working days 48-hours of the commencement of such delay, and under no circumstances shall the time provided for Subcontractor's completion of its Work be extended to a date which will prevent Contractor from completing the entire Project within the time allowed Contractor for such completion. ...D ...E
- 5.2 E... To the fullest extent permitted under applicable law, no claims for additional compensation or damages for delays, whether caused in whole or in part by any conduct on the part of Contractor, including, but not limited to, conduct amounting to a breach of this Agreement, or delays by other subcontractors or the Owner, shall be recoverable from Contractor, and the above-mentioned extension of time for completion shall be the sole remedy of Subcontractor; provided, however, that in the event Contractor obtains additional compensation from Owner on account of such delays, Subcontractor shall be entitled to such portion of the additional compensation so received by Contractor from the Owner as is equitable under all of the circumstances. In the event that Contractor prosecutes a claim against the Owner for additional compensation for any delay, Subcontractor shall cooperate fully with Contractor in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorney's fees, to the extent that said claim is made by Contractor at the request of Subcontractor. In the event of delays caused by Contractor or other Subcontractors, Subcontractor may require compensation if such delays impact labor rates, over time, equipment, or material cost. ...E
- 5.3 D... Subcontractor shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details, samples, and do all other things necessary and incidental to the prosecution of his work in conformance with Contractor's progress schedule. Subcontractor will prepare daily, and submit to Contractor, the Subcontractor Daily Activity Report. ...D
- 5.4 If the time periods in the Prime Contract are shorter for the giving of notices of delay (Section 5), notices of claims (Section 6), demands for relief in the case of disputes (Section 17), or notices to correct a default (Section 14), then the shorter period shall govern.

SECTION 6. CHANGES IN THE WORK

- 6.1 Subcontractor shall make any and all changes to the work described in the Contract Documents and this Agreement as directed by Contractor in writing. Such change or written direction shall not invalidate this Agreement.

- 6.2 If necessary, and in accordance with the other provisions of this Subcontract, the Contract Price stated in Section 3 and the time for Subcontractor's performance shall be adjusted by appropriate additions or deductions mutually agreed upon before Subcontractor performs the changed work. Subcontractor shall supply Contractor with all documentation necessary to substantiate the amount to or deduction from the price or time. If Contractor and Subcontractor cannot agree on the amount of the addition or deletion, Subcontractor shall nonetheless timely perform the work as changed by Contractor's written direction. Once Subcontractor receives Contractor's written direction, Subcontractor is solely responsible for timely performance of the work as changed by the written direction.
- 6.3 Payment for changed work shall be made in accordance with Section 4.
- 6.4 Subcontractor shall not make any changes in the work described in Section 2 or in any way cause or allow that work to deviate from the Contract Documents without written direction from Contractor. If Subcontractor makes any changes in the work described in Section 2 without written direction from Contractor, such change constitutes an agreement by Subcontractor that he will not be paid for that changed work, even if he received verbal direction, written or otherwise, from the OWNER or any other person or entity. In addition, Subcontractor shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change he makes without written direction from Contractor.
- 6.4.1 Unless agreed to otherwise, any changes in the work which arise from a Subcontractor's Additional Work Authorization (AWA), will require the signatures of both the Contractor's Project Manager and the Superintendent. Each AWA will require these two signatures by the Contractor, in addition to that of the Subcontractor. An AWA is intended to cover work performed on a time and material basis or equivalent. An AWA is only to be used under circumstances where Subcontractor and Contractor agree that a conventional proposal, estimate and change order would not be appropriate. See Prime Contract General Conditions (Document 000700), Article 6.07 for additional Owner requirements.
- 6.5 D... If Subcontractor discovers a condition or situation that it believes constitutes a change to its Work, or otherwise requires a change to the Contract Documents, Subcontractor shall provide written notice of the change within five (5) calendar days from discovering such changed condition. If a dispute arises between Contractor and Subcontractor about whether particular work constitutes a change to the Work, Subcontractor shall timely perform the disputed work and give written notice of any claim for additional compensation for that work within five (5) days after such work was performed. Subcontractor's failure to perform the work or failure to give timely notice of the change and claim constitutes an agreement by him that he will not be paid for the disputed work. ...D
- 6.6 No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, prime contract, plans, or specifications, whether made in the manner provided in this provision or not, shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with this Agreement, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.

SECTION 7. DAMAGES CAUSED BY DELAYS

E... If Subcontractor should default in performance of the Work or breach any provision of this Agreement, or should otherwise commit any act which causes delay to the Contractor's work, Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including consequential damages and liquidated damages, sustained by Contractor, or for which Contractor may be liable to the Owner or any other party because of Subcontractor's default or breach.

Subcontractor's liability for liquidated damages arising out of Subcontractor's default in performance of the work or breach of any provision of this Agreement shall be limited to amounts, if any, assessed against Contractor by the Owner and shall be further limited to the extent of Subcontractor's comparative fault for such losses. ...E

SECTION 8. BONDING OF SUBCONTRACTOR

Concurrently with the execution of this Agreement, Subcontractor shall, if required by Contractor, supply a labor and material bond and a performance bond, in an amount equal to one hundred percent (100%) of the Contract Price. Such bonds shall be in forms satisfactory to Contractor and shall be executed by a U.S. Treasury listed corporate surety acceptable to Contractor and admitted as a surety insurer in the State of California. The premium cost for such bonds is included in the Contract Price.

No change, alteration or modification to, or deviation from, the Contract Documents, including this Subcontract, the Prime Contract, plans, or specifications, whether made in the manner provided for in this Subcontract or not, shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with this Subcontract, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.

See the Prime Contract General Conditions (Document 000700), Article 10.02.C for additional requirements.

SECTION 9. LIENS

- 9.1 D... In case suit is brought on any claim, stop notice or lien for labor performed or materials used on or furnished to the Project ("Claim"), Subcontractor shall pay and satisfy any such Claim as may be established by the decision of the court in said suit. Subcontractor agrees within ten (10) days after written demand to cause the effect of any such Claim or lien to be removed from the premises, and in the event Subcontractor shall fail to do so, Contractor is authorized to use whatever means in its discretion it may seem appropriate to cause said lien or Claim to be removed or dismissed and the cost thereof, together with actual attorney's fees, shall be immediately due and payable to Contractor by Subcontractor. Subcontractor may litigate any such Claim or suit provided he causes the effect thereof to be removed, promptly in advance, from the premises, and shall

further do such things as may be necessary to cause Owner not to withhold any monies due to Contractor from Owner by reason of such liens or Claims. ...D

- 9.2 It is understood and agreed that the full and faithful performance of this Agreement on the part of Subcontractor (including the payment of any obligations due from Subcontractor to Contractor, and any amounts due to labor and materialmen furnishing labor or material for said work) is a condition precedent to Subcontractor's right to receive payment for the work performed, and any monies paid by Contractor to Subcontractor under the terms of this Agreement shall be impressed with a trust in favor of labor and materialmen furnishing labor and material to Subcontractor on the work herein subcontracted.

SECTION 10. PROVISIONS FOR INSPECTION

Subcontractor shall at all times furnish to Contractor and his representatives safe and ample facilities for inspecting materials at the site of construction, shops, factories or any place of business of Subcontractor and his subcontractors and materialmen where materials under this Agreement may be in course of preparation, process, manufacture or treatment. Subcontractor shall furnish to Contractor as often as required by Contractor, full reports of the progress of the work at any place where materials under this Agreement may be in the course of preparation or manufacture. Such reports shall show the progress of such preparation and manufacture in such details as may be required by Contractor, including, but not limited to, any plans, drawings or diagrams in the course of preparation.

SECTION 11. MATERIALS AND WORK FURNISHED BY OTHERS

In the event the Work includes installation of materials or equipment furnished by others or work to be performed in areas to be constructed or prepared by others, it shall be the responsibility of Subcontractor to examine and accept, at the time of delivery or first access, the items so provided and thereupon handle, store and install the items with such skill and care as to insure a satisfactory completion of the Work. Use of such items or commencement of work by Subcontractor in such areas shall be deemed to constitute acceptance thereof by Subcontractor. Loss or damage due to acts of Subcontractor shall be charged to the account of Subcontractor and deducted from monies otherwise due under this Agreement.

SECTION 12. PROTECTION OF WORK

- 12.1 Subcontractor shall effectually secure and protect the work done hereunder and assume full responsibility for the condition thereof until final acceptance by the OWNER and Contractor. Subcontractor further agrees to provide such protection as is necessary to protect the work and the workmen of Contractor, the OWNER, and other subcontractors from its operations.
- 12.2 Subcontractor shall be liable for any loss or damage to any work in place or to any equipment and materials on the job site caused by Subcontractor or its agents, employees or guests.

SECTION 13. LABOR RELATIONS AND LABOR AGREEMENTS

- 13.1 Contractor is signatory to the following unions: Carpenters, Cement Finishers, Laborers, and Operating Engineers. In accordance with this Section, Subcontractor shall comply with the terms and conditions of these agreements.
- 13.2 Subcontractor shall keep a representative at the job site during all times when Subcontractor's work is in progress, and such representative shall be authorized to represent Subcontractor as to all phases of the work. Prior to commencement of the work, Subcontractor shall notify Contractor who Subcontractor's representative is to be, and in the event of any change of representative Subcontractor shall notify Contractor who the new representative is to be prior to such change becoming effective.
- 13.3 D... Subcontractor acknowledges that Contractor has entered into labor agreements covering work at its construction jobsites with the labor unions listed in Section 13.1 above. Subcontractor hereby expressly agrees that all of the provisions of the applicable labor agreements are incorporated into this Agreement as if they were set forth in their entirety. ...D
- 13.4 Subcontractor agrees to comply with all of the terms and conditions of those labor agreements set forth in Section 13.1 above as if it were a party to said agreements including signatory status if required. Subcontractor further agrees to pay the wage rates, make the required trust fund payments into the respective labor trust funds, and observe the hours and all other terms and conditions set forth in the respective labor agreements referenced in Section 13.1 above. Subcontractor agrees to comply with the terms and provisions of said agreements setting forth the grievance and arbitration provisions. Furthermore, Subcontractor agrees to comply with the terms and provisions of said agreements setting forth the jurisdiction and scope of work therein for resolution of jurisdictional disputes. In the absence of any such procedure or if such procedure or if such procedure fails to promptly resolve the jurisdictional dispute, Subcontractor agrees, at its own cost and expense and upon request by Contractor, to take any and all lawful steps to secure a binding and final determination of said jurisdictional dispute by the National Labor Relations Board.
- 13.5 Subcontractor acknowledges that terms and conditions of the labor agreements with the unions listed in Section 13.1 above may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL-CIO but not listed. When the terms and conditions of the below-referenced labor agreements so require, Subcontractor shall perform his job site work pursuant to all terms and conditions of an appropriate labor agreement with a union affiliated with the AFL-CIO.
- 13.6 Subcontractor acknowledges that Contractor is a member of the Construction Employers' Association, and Subcontractor agrees to work in unison with Contractor and other subcontractors and to be bound by the procedures to follow when establishing a dual gate system. Should there be picketing on Contractor's job site, and Contractor establishes a reserved gate for Subcontractor's purpose, it shall be the obligation of Subcontractor to continue the proper performance of his work without interruption or delay.

- 13.7 Subcontractor further promises and agrees that he will bind and require all of his subcontractors and their subcontractors performing job site work of the type covered by any of the labor agreements specified in Section 13.1 above to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to him.
- 13.8 Subcontractor shall comply with all equal employment opportunity and affirmative action requirements promulgated by any governmental authority, including, without limitations, the requirements of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925, 11114 and 11246, the California Fair Employment Practices Act, the American with Disabilities Act of 1991 and the Family Medical Leave Act of 1993. Subcontractor shall comply with and agrees to be bound by all applicable Federal, State and local laws and regulations, including, but not limited to, all Fair Labor Standards Act provisions and California Code provisions covering the work. Upon request, Subcontractor agrees to submit certified payroll reports to contractor no later than three (3) working days after labor has been paid.
- 13.9 To the extent a Subcontractor is bound to any Collective Bargaining Agreement at the time of submitting its bid proposal, Subcontractor agrees to comply with the terms and conditions of said Collective Bargaining Agreement until completion of the project.

SECTION 14. RECOURSE BY CONTRACTOR

14.1 Termination for Default

- 14.1.1 Notice to Cure. If Subcontractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to properly and diligently prosecute the work covered by this Agreement, or fails to make prompt payment to his workers, sub-subcontractors or suppliers, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or is otherwise guilty of a material breach of a provision of this Agreement, and fails within forty-eight (48) hours after receipt of written notice (letter, facsimile, or email) to commence and continue satisfactory correction and curing of such default with diligence and promptness, then Contractor, without prejudice to any legal or equitable rights or remedies, shall have the right to any or all of the following remedies:

- (a) E... supply such number of workers and quantity of materials, equipment and other facilities as Contractor deems necessary for the completion of Subcontractor's Work, or any part thereof which Subcontractor has failed to complete or perform, and charge the cost thereof to Subcontractor, who shall be liable for the payment of same including fifteen percent (15%) for overhead and ~~ten percent (10%)~~ for profit, and actual attorney's fees incurred as a result of Subcontractor's failure of performance; ...E
- (b) contract with one or more additional contractors to perform such part of Subcontractor's Work as Contractor shall determine will provide the most expeditious completion of the total work and charge the cost including overhead and profit thereof to Subcontractor; and
- (c) withhold payment of any monies due Subcontractor pending corrective action to the extent required by and to the satisfaction of Contractor.
- (d) E... Terminate for default Subcontractor's rights under this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to Subcontractor to complete Subcontractor's Work without any further compensation to Subcontractor for such use. Contractor also may furnish those materials and equipment, and/or employ such workers or subcontractors as Contractor deems necessary to maintain the orderly progress of the Work. In such case, Subcontractor shall be entitled to no further payment until the balance of Subcontractor's Work has been completed. At that time, all of the costs incurred by Contractor in performing Subcontractor's Work, including a markup of fifteen percent (15%) for overhead and ~~ten percent (10%)~~ profit on such expenses, plus actual attorney's fees as provided above, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Contract Price. ...E

In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without first providing a Notice to Cure.

- 14.1.2 In the event Contractor terminates Subcontractor for default, and it is subsequently determined in a civil action or arbitration that the termination for default was improper, Contractor's liability to Subcontractor shall be no greater than it would be if Contractor would have terminated Subcontractor for convenience pursuant to Paragraph 14.3. Moreover, the damages, if any, Subcontractor shall be entitled to shall be limited to the compensation, if any, Subcontractor would be entitled to in the event of a termination for convenience pursuant to Paragraph 14.3 below.

14.2 Bankruptcy

- 14.2.1 Termination Absent Cure. Upon the appointment of a receiver for Subcontractor or upon Subcontractor making an assignment for the benefit of creditors or if Subcontractor seeks protection under the Bankruptcy Code or commits any other act of insolvency, Contractor may terminate this Agreement without notice upon giving written notice to Subcontractor and its surety, if any. If an order for relief is entered under the Bankruptcy Code with respect to Subcontractor, Contractor may terminate this Agreement upon written notice to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, the surety, or the trustee:

- (a) promptly cures all defaults;
- (b) provides immediate and adequate assurance of future performance;
- (c) compensates Contractor for actual pecuniary loss resulting from such defaults;
- (d) assumes the obligations of Subcontractor under this Agreement within the statutory time limits.

14.2.2 Interim Remedies. If Subcontractor is not performing in accordance with the Contractor's progress schedule at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Section as are reasonably necessary to maintain the schedule of work including:

- (a) Contractor may offset against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and actual attorney's fees incurred as a result of Subcontractor's non-performance.
- (b) Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

14.3.1 E... Termination for Convenience. Contractor may at any time and for any reason terminate Subcontractor's services and work for Contractor's convenience. Cancellation shall be by service of written notice to Subcontractor's place of business. Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the work and placing orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor, or at the option of Contractor, give Contractor the right to assume those obligations directly, including all benefits to be derived therefrom. Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto. Upon such termination, Subcontractor shall be entitled to payment in accordance with Section 4 only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Subcontractor as are permitted by the prime contract and approved by Owner; plus (3) fifteen percent (15%) of the cost of the work referred to in subparagraph (1) above for overhead and profit (subject to any limitations set forth in the Prime Contract) or the profit earned if the contract had been fully performed, whichever one is less. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Subcontractor prior to the date of the termination of this Agreement. Subcontractor shall not be entitled to any claim or claim of lien against Contractor or the OWNER for any additional compensation or damages in the event of such termination for convenience and payment. Notwithstanding the foregoing, Contractor may terminate Subcontractor's services and work for Contractor's convenience only if the Owner terminates either the Prime Contract or this Subcontract Agreement for convenience. ...E

14.3.2. If the Prime Contract between Contractor and the OWNER is terminated for the convenience of the OWNER, the termination settlement under this Subcontract shall be as provided in the Prime Contract. Subcontractor shall not be entitled to receive any greater amount than Contractor may on behalf of Subcontractor recover from the OWNER for such termination.

SECTION 15. INDEMNIFICATION

15.1.1 Subcontractor's Performance. With the exception that this Section 15 shall in no event be construed to require indemnification by Subcontractor to a greater extent than permitted under the public policy of the State. Subcontractor shall indemnify, defend and save harmless the OWNER and Contractor, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Subcontractor's operations to be performed under this Agreement for, but not limited to:

- (a) E... Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Subcontractor, the Owner, Contractor, or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused, or alleged to be caused, in whole or in part, by any act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable regardless of whether such personal injury or damage is caused by a party indemnified hereunder. ...E
- (b) Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Subcontractor.
- (c) E... Infringement of any patent rights which may be brought against the Contractor or Owner arising out of Subcontractor's work, unless such process or work which is alleged to infringe is specifically required by the Contract Documents. ...E
- (d) E... Claims and liens (see Section 9) for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages resulting to Contractor or Owner from such claims or liens. ...E
- (e) Subcontractor's failure to fulfill the covenants set forth in each subpart of Section 13, Labor Relations
- (f) Failure of Subcontractor to comply with the provisions of Section 16.1, Casualty Insurance.

- (g) Any violation or infraction by Subcontractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Contractor's or other's equipment, hoist, elevators, or scaffolds (See Sections 16 and 20).

~~E...~~

- (h) ~~Economic loss or damage including, but not limited to, consequential damages, delay damages and/or liquidated damages...~~ E

The indemnification of (a) through (g) above shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active and/or passive negligent act or omission of the OWNER or Contractor or their agents or employees. Subcontractor, however, shall not be obligated under this Agreement to indemnify OWNER or Contractor for Claims arising from the sole negligence or willful misconduct of Owner or Contractor or their agents, employees or independent contractors who are directly responsible to OWNER or Contractor, or for defects in design furnished by such persons.

15.1.2 Subcontractor shall:

- (a) At Subcontractor's own cost, expense and risk, and through counsel of Contractor's selection, Subcontractor shall defend all Claims that may be brought or instituted by third persons, including, but not limited to, governmental agencies or employees of Subcontractor, against Contractor or the OWNER or their agents or employees or any of them. Subcontractor's duty to defend the OWNER and Contractor is independent and distinct from Subcontractor's duties to indemnify and hold harmless specified herein;
- (b) Pay and satisfy any judgment or decree that may be rendered against Contractor or OWNER or their agents or employees, or any of them, arising out of any such Claim; and/or
- (c) Reimburse Contractor or the OWNER or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section 15.

15.2 Risk of Loss

All work covered by this Agreement done at the site or in preparing or delivering materials or equipment, or any or all of them, to the site shall be at the risk of Subcontractor exclusively until the completed work is accepted by Contractor.

15.3 No Limitation of Liability

The indemnities set forth in this Section 15 shall not be limited by the insurance requirements set forth in Section 16.

15.4 Hazardous Material

- 15.4.1 ~~D...~~ Subcontractor and its Lower-Tier Subcontractors shall use, handle, transport and dispose of all Hazardous Materials (as defined below) in compliance with all federal, state and local environmental, health or safety laws, including, but not limited to, all such statutes, regulations, rules, ordinances, codes, and rules of common law. Subcontractor further agrees that Subcontractor and Lower-Tier Subcontractors shall not cause the discharge, release or disposal of any Hazardous Material on the job site. Subcontractor and its Lower-Tier Subcontractors shall, upon completion of performance of all duties under this Subcontract, remove all supplies, materials and waste containing any Hazardous Material from the job site. Subcontractor shall bear full financial responsibility, as between the parties of this Subcontract, for the compliance of Subcontractor and its Lower-Tier Subcontractors with the provisions of this paragraph. Should Subcontractor or its Lower-Tier Subcontractors discharge, release or dispose of any Hazardous Material on the site in violation of this paragraph, Subcontractor shall immediately so inform Contractor in writing. In the event Subcontractor or its Lower-Tier Subcontractors encounter on the site any pipeline, underground storage tank or other container, of any kind, that may contain a Hazardous Material, or encounter material reasonably believed to be a Hazardous Material, Subcontractor shall immediately stop work in the area affected and report the condition to Contractor in writing. Should Subcontractor or its Lower-Tier Subcontractors fail to take immediate steps to comply with the requirements of this paragraph upon notice from Contractor, Subcontractor shall be in default of this Subcontract. ...D

- 15.4.2 "Hazardous Material" means any substance: (1) the presence of which requires investigation or remediation under federal, state or local statute, regulation, ordinance, rule, code, order, action, policy or common law, or (2) defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or (3) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State or any political subdivision thereof; or (4) the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or (5) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (6) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde form insulation.

SECTION 16. INSURANCE

- 16.1 Casualty Insurance Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, in insurance companies with a Best's Insurance Rating of A- or better and Class VIII or better or otherwise acceptable to Contractor, as follows:

- 16.1.1 Workers' Compensation and Employer's Liability Insurance. Workers' Compensation insurance shall be provided as required by any applicable law or regulation. Employer's Liability insurance shall be provided in amounts not less than:

\$1,000,000 each accident for bodily injury by accident
\$1,000,000 policy limit for bodily injury by disease
\$1,000,000 each employee for bodily injury by disease

If there is an exposure of injury to Subcontractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

- 16.1.2 General Liability Insurance. Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance provided on the ISO CGL Form No. CG 00 01 10 01 or equivalent, covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability of the limits of liability indicated below and including coverage for:

- (a) premises and operations;
- (b) products and completed operations maintained continuously for a period of ten (10) years following completion of construction or the applicable statutory period for which Subcontractor is liable for its work, whichever is greater;
- (c) contractual liability insuring the obligations assumed by Subcontractor in this Agreement;
- (d) broad form property damage (including completed operations);
- (e) explosion, collapse and underground hazards; and
- (f) personal injury liability (with deletion of the exclusion for liability assumed under contract).

- 16.1.2.1 If Subcontractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage and personal injury liability of:

\$1,000,000 each occurrence
\$1,000,000 in aggregate

- 16.1.2.2 If Subcontractor carries an Occurrence form Commercial General Liability policy, the limits of liability shall be not less than:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
\$1,000,000 for personal injury only
\$1,000,000 aggregate for products-completed operations
\$2,000,000 general aggregate

The "general aggregate" limit shall apply separately to Subcontractor's work under this contract.

- 16.1.2.3 Special Claims Made Policy Form Provisions. Subcontractor shall not provide general liability insurance under any Claims Made Commercial General Liability form or Modified Occurrence Policy form without the express prior written consent of Contractor.

- 16.1.2.4 Additional Insured. With respect to whichever General Liability policy form is furnished as required above, Contractor, its officers, directors and employees and the OWNER shall be named as additional insureds. The policy shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance maintained by Contractor or Owner shall be excess only and shall not be called upon to contribute with this insurance.

Coverage for the Contractor, its officers, directors and employees and the OWNER as additional insureds shall be provided by a policy provision or by an endorsement providing coverage utilizing ISO form CG 10 11 85 or ISO form CG 20 10 07 04 in conjunction with ISO form CG 20 37 07 04. Additional entities that must be named as an additional insured are listed in the sample insurance form attached hereto (See Exhibit "D"). Blanket additional insured endorsements which attempt to limit the scope or time period of coverage will not be accepted. With respect to all other liability insurance policies (with the exception of Professional Liability), similar endorsements naming Contractor, its officers, directors and employees and the Owner shall be included with the required certificate of insurance.

- 16.1.2.5 Self-Insured Retention. If the commercial general liability policy contains a Self-Insured Retention (SIR), the amount of the SIR must be clearly identified on the certificate of insurance, but in no event shall it exceed \$25,000. Contractor reserves the right to reject any policy utilizing an SIR or require the Subcontractor to provide a bond securing an amount equal to the SIR at no additional cost to Contractor.

Subcontractor shall satisfy any SIR immediately upon Contractor's demand to affect coverage for claims arising out of or in connection with Subcontractor's operations under this Agreement. Subcontractor's failure to immediately satisfy the SIR upon Contractor's demand shall constitute a material breach of this Subcontract Agreement.

The policy provision or additional insured endorsement providing additional insured coverage to Contractor shall expressly provide that Contractor, as an Additional Insured, shall have the right to pay any SIR under the policy. Accordingly, language similar to that provided below is expressly prohibited:

"Payments by others, including but not limited to additional insureds or insurers, do not serve to satisfy the self-insured retention. Satisfaction of the self-insured retention as a condition precedent to our liability applies regardless of insolvency or bankruptcy by [named insured]."

Subcontractor shall be fully responsible for any and all amounts paid by Contractor to satisfy the SIR, and Contractor shall have the right to immediately deduct such amounts from any amounts otherwise due and owing to Subcontractor.

- 16.1.3 Automobile Liability Insurance. Subcontractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. Coverage shall apply to all owned, hired and non-owned automobiles.

- 16.1.4 Certificates of insurance (as per Exhibit "D" referenced above in Section 1), as evidence of the insurance required by this Agreement, shall be furnished by Subcontractor to Contractor before any work hereunder is commenced by Subcontractor. The certificates of insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor or ten (10) days in the event of non-payment of premium. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be crossed out on the certificate.

The Certificate of Insurance furnished as evidence of Comprehensive General Liability or Commercial General Liability insurance carried by the Subcontractor shall include a copy of the policy provision or the additional insured endorsement adding the Contractor and the OWNER as Additional Insured and shall provide that insurance for such additional insureds applies as primary insurance and that other insurance maintained by the Contractor or Owner shall not be called upon for contribution.

- 16.1.5 Contractor may take such steps as are necessary to assure Subcontractor's compliance with his obligations under this Section 16. In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement.
- 16.1.6 The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities by him in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

16.2 Property Insurance

- 16.2.1 Contractor and Subcontractor waive all rights against each other and against all other subcontractors and the Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver or subrogation, the Owners of such policies will cause them to be so endorsed or obtain such consent.

- 16.2.2 Upon written request of Subcontractor, Contractor shall provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the project and procured by Contractor. Subcontractor shall satisfy himself as to the existence and extent of such insurance prior to commencement of Subcontractor's work.

- 16.2.3 If Builder's Risk insurance purchased by the Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's work and/or damage to other work caused by Subcontractor.

- 16.2.4 If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain at his own expense property and equipment insurance for portions of Subcontractor's work stored off the site or in transit. Subcontractor is solely responsible for loss or damage to its personal property including, without limitation; tools, equipment, scaffolding, temporary structures or property or materials created or provided under the Subcontract until delivered and accepted or installed at the Project site. Any insurance provided by Subcontractor shall include a waiver of subrogation from insurers in favor of Contractor and Owner.

- 16.2.5 If the Owner or Contractor has not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's work, then Subcontractor may procure such insurance at his own expense as will protect the interests of Subcontractor, and his subcontractors in the work. Such insurance shall also apply to any of the Owner's or Contractor's property in the care, custody or control of Subcontractor.

- 16.3 Failure of Contractor to enforce in a timely manner any of the provisions of this Section 16 shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement. Any exceptions to the provisions of this Section 16 must be delineated in the Contract Documents.

- 16.4 Professional Liability Insurance. All Subcontractors providing design-build or design-assist services in conjunction with their work shall provide the following coverage and limits of insurance: Professional Liability Insurance (Errors and Omissions) with a limit no less than \$1 Million per claim and \$2 Million policy aggregate containing a deductible no greater than \$50,000 per claim. Contractor reserves the right to reject any policy utilizing an SIR or require the Subcontractor to provide a bond securing an amount equal to the SIR at no additional cost to Contractor. Coverage shall be maintained continuously by Subcontractor for the duration of the project and ten (10) years following completion of construction or the applicable statutory period for which Subcontractor is liable for its work, whichever is greater. The retroactive date of such policy must be on or before the first date Subcontractor began providing professional services in conjunction with the work.

- 16.5 Contractors Pollution Liability (CPL) Insurance. If Subcontractor's scope of work includes the removal, treatment, handling or hauling of hazardous materials, Subcontractor will provide pollution liability coverage to respond to claims arising out of all hazardous material and hazardous waste remediation, storage, transportation, and disposal. Such insurance shall be written on an occurrence basis and Contractor shall be included as an insured party under the policy. Coverage shall extend to bodily injury, property damage, completed operations and clean-up costs with limits of not less than \$2,000,000 each occurrence and \$2,000,000 Million policy aggregate.
- 16.6 Waivers of Subrogation. All required insurance coverages shall contain provisions stipulating that the insurers waive all of their rights of recovery by subrogation against Contractor and Owner which shall be evidenced by endorsement in conjunction with the required certificates of insurance. Subcontractors shall require similar waivers of subrogation from each of its Subcontractors of every tier.
- 16.7 D... Insurance Requirements of Lower-Tier Subcontractors. Subcontractor shall ensure that its Lower-Tier Subcontractors of any tier procure and maintain insurance in like form and amounts and include the required additional insured endorsements and waivers of subrogation. Certificates of insurance and endorsements must be provided prior to Lower-Tier Subcontractors entering the project site. ...D
- 16.8 Deductibles/Self-Insured Retention: Subcontractor shall be fully responsible for satisfying all deductibles and self-insured retentions under the Subcontractor's insurance policies applicable to the Work.
- 16.9 D... Additional Insurance Requirements. Please refer to the Prime Contract between the Contractor and the Owner for any additional insurance requirements that may be applicable to Subcontractor's scope of work (See Prime Contract Document 00 08 05). Additional insurance requirements applicable to Subcontractor's specific scope of work may also be included in Exhibit A to this Subcontract Agreement. In the event that applicable insurance requirements set forth elsewhere in the Contract Documents conflict with the insurance requirements set forth above, the more stringent insurance requirements providing the highest limits and greatest protection to Owner and Contractor shall apply. ...D

SECTION 17. CLAIMS RESOLUTION PROCEDURE

- 17.1 E... Resolution of Disputes Involving Owner. All claims, disputes and matters in question, involving the Owner, arising out of, or relating to this Subcontract Agreement for a Particular Project or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, shall be decided by the claims procedure, including any arbitration clause, specified in the prime contract between Contractor and Owner for the Particular Project. Pass-through claims will be pursued by the Contractor at the expense of Subcontractor, and Subcontractor will reimburse Contractor for the costs of legal and consulting services Contractor deems necessary to protect the interests of Contractor in connection with the processing of such claims. Without limiting any indemnity obligations elsewhere in this Subcontract, Subcontractor will indemnify Contractor against any cost or expense incurred by Contractor in connection with any claim of Subcontractor, including, without limitation, any response to an allegation of a false claim. Subcontractor shall be provided a reasonable opportunity to participate in all dispute proceedings under the Prime Contract and involving the Owner related to this Subcontract Agreement. ...E
- 17.2 D... Arbitration Procedures. If, in the sole judgment of the Contractor, the controversy, dispute or claim is principally between the Contractor and Subcontractor and does not involve the Owner, then such controversy, dispute or claim between the Contractor and Subcontractor shall be determined as hereinafter provided: ...D
- If any party has a claim, dispute, or any other unresolved matter written notice of the claim, dispute or other matter in question must be given to the other party as a precondition to proceeding with any claim against that party. Such written notice must be given within a reasonable time after party is aware of claim, dispute or other matter.
- 17.2.1 E... D... All claims, disputes and other matters in question between the Subcontractor and the Contractor arising out of or related to the Subcontract Agreement or the breach thereof, except as specifically governed by the foregoing provisions, and except for claims which have been waived by the making and acceptance of final payments, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining at the sole option of the Contractor. If a demand for arbitration is filed by the Subcontractor, the Contractor will advise the Subcontractor within thirty days after receipt of such a demand for arbitration if the Contractor exercises the option to arbitrate or rejects arbitration; such election once made shall be binding. The filing of a demand for arbitration by the Contractor shall be deemed an election to arbitrate and shall constitute the exercise of the option of the Contractor to proceed with arbitration. The Contractor may join or consolidate arbitration with the Owner, Architect or any Subcontractor, or any other party having an interest in the proceeding. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. ...D Notwithstanding the foregoing, Contractor and Subcontractor shall mutually agree on whether any controversy, dispute or claim between the parties shall be submitted to arbitration. ...E
- 17.2.2 The Subcontractor agrees to continue performance of the subcontract Work and shall proceed in accordance with the directives of the Contractor in the event of a dispute or controversy. It being understood and agreed that any controversy between the parties shall not be deemed a basis to delay or suspend the work, unless directed otherwise by the Contractor.
- 17.2.3 Notice of Demand. Notice of demand for arbitration shall be filed in writing with the American Arbitration Association and the other party to the Master Subcontract Agreement for a Particular Project. Demand form shall be that provided by American Arbitration Association. The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in question has been given, and in no event shall it be made after the date when institution of legal or

equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

- 17.2.4 Award. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.
- 17.2.5 D... Work Continuation and Payment. Unless otherwise agreed in writing, Subcontractor shall carry on the work and maintain the schedule of work pending arbitration or other legal proceedings, and, if so, Contractor shall continue to make payments in accordance with this Long Form Subcontract Agreement. ...D
- 17.2.6 Consolidated Arbitration Proceedings. To the extent not prohibited by their contracts with others, the claims and disputes of Owner, Contractor, Subcontractor and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding. In this event, it shall be the responsibility of Subcontractor to prepare and present Contractor's case, to the extent the proceedings are related to this Agreement. Should Contractor enter into arbitration with the Owner or others regarding matters relating to this Subcontract Agreement, Subcontractor shall be bound by the result of the arbitration to the same degree as the Contractor.
- 17.2.7 No Limitation of Rights or Remedies. This Section shall not be deemed a limitation of any rights or remedies which Subcontractor may have under any Federal or State mechanic's lien laws or under any applications labor and material payment bonds unless such rights or remedies are expressly waived by him.

SECTION 18. SAFETY PRACTICES

- 18.1 Subcontractor shall comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention safety program of Owner and Contractor. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees and for employees of its subcontractors and suppliers of material and equipment, for adequacy of and required use of all safety equipment and for full compliance with the aforesaid laws, orders, citations, rules, regulations, standards and statutes. It is the responsibility of subcontractor to provide documentation to Contractor of Safety Program, Compliance with Subcontractor Program and submission of MSDS Forms.
- 18.2 Substance Abuse Policy. In keeping with Contractor's intention to provide a safe working environment for all of its employees, Contractor has established a Substance Abuse Policy for its employees and Subcontractors working at any Contractor jobsite, including the separate jobsites for Contractor's joint venture partners: Webcor and Obayashi. A copy of our Substance Abuse Policy which includes testing with reasonable cause, is available for review at any Contractor's jobsite or corporate office. In summary, any employee or Subcontractor's employee found to possess, sell, or use drugs/alcohol or any controlled substance at any Contractor jobsite will be subject to immediate termination even for a first violation. It is the responsibility of all employees and Subcontractors to enforce this policy, including immediate termination of any individual found possessing, selling, or using drugs/alcohol while on a Contractor jobsite and reporting same to the President. THERE WILL BE NO EXCEPTION TO THE ABOVE ESTABLISHED POLICY.

NOTE TO SUBCONTRACTORS: Any employee of a Subcontractor working on a Contractor project found to possess, sell, or use drugs/alcohol will be immediately discharged from the jobsite. Any incident with your employees in this regard can be detrimental to your continued relationship with Contractor, including each joint venture partner.

- 18.3 Subcontractor agrees to comply with the current California Occupational Health & Safety Act. Subcontractor additionally agrees to comply with Proposition 65 regarding warnings and use of chemicals at the jobsite and to not discharge or cause to be discharged any chemical on the premises during the course of his work or cleaning of his equipment at the jobsite.
- 18.4 Subcontractor shall provide their injury prevention program (IPP) to Contractor at the start of the job and have weekly toolbox safety meetings with their workers and turn in copies of these reports to Contractor on a timely basis.
- 18.5 D... Subcontractor will provide all necessary personal safety equipment, including hard hats for his workers. Lost time due to Subcontractor's workmen being sent off the jobsite because of lack of safety equipment will not be a reason for not meeting the Contractor's schedule. Subcontractor's workmen causing unsafe conditions or engaging in unsafe work practices will not be tolerated and may be sent off the jobsite at the discretion of the Contractor. Subcontractor will report to Contractor all accidents to or by Subcontractor's personnel or equipment which occur at this jobsite. Copies of accident reports will be given to Contractor within 24 hours of the occurrence. ...D

SECTION 19. WARRANTY

- 19.1 E... Subcontractor warrants to Owner and Contractor that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement shall be of good quality, ~~fit for its intended purpose~~, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Section 19 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. ...E

SECTION 20. USE OF CONTRACTOR'S EQUIPMENT

In the event Subcontractor shall use Contractor's equipment, materials, labor, supplies or facilities, Subcontractor shall reimburse Contractor at a predetermined rate, except as provided in Section 14 or as otherwise stated herein. Further, Subcontractor assumes all responsibility for physical damage to such equipment, materials, labor, supplies, or facilities used by Subcontractor or his agents, employees, or permittees. In the event that Contractor's employees are used by Subcontractor, Subcontractor shall have full responsibility for all acts or omissions of Contractor's employees with regard to Subcontractor's use or employment of them. Subcontractor accepts any and all of Contractor's equipment, materials, labor, supplies or facilities as furnished.

- 20.1 Notwithstanding any provision of the construction contract or any bid document to the contrary, if at the request of Subcontractor, Contractor permits Subcontractor personnel to use Contractor's equipment such as hoisting equipment, safety planks, ladders, and scaffolds, Subcontractor will indemnify Contractor and hold Contractor harmless from any and all liability, claims, actions, demands, damages, and expenses, including without limitation, reasonable attorneys' fees arising out of injury to persons or property in any connected with such use of Contractor's services, facilities, or equipment.

SECTION 21. ASSIGNMENT OF CONTRACT

Subcontractor shall not, without written consent of Contractor, assign, delegate, subcontract, transfer, or sublet any portion or part of the work required by this Agreement, nor assign any payment hereunder to others.

SECTION 22. INDEPENDENT CONTRACTOR

E... Subcontractor is an independent contractor and shall, at his sole cost and expense, and without increase in the Contract Price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses therefore, pay all manufacturers' taxes, sales taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries, or other remunerations paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Subcontractor, upon request, shall furnish evidence satisfactory to Contractor that any or all of the foregoing obligations have been fulfilled. ...E

SECTION 23. CLEAN-UP

At all times during the course of construction, Subcontractor shall perform his work so as to maintain the site in a clean, safe and orderly condition. Upon completion of the work under this Agreement, Subcontractor shall remove from the site all hazardous materials, temporary structures, debris and waste incident to his operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement.

- 23.1 D... Subcontractor will be required, at all times, to keep the premises free from accumulation of waste materials or rubbish caused by its operations and the operations of its Lower-Tier Subcontractors. If Subcontractor fails to comply within 24 hours of a warning by the Contractor Superintendent, the clean-up will be performed by Contractor and charged to the Subcontractor. No debris boxes will be provided for Subcontractor use. ...D

SECTION 24. ATTORNEYS' AND EXPERTS' FEES AND COSTS

In the event the parties become involved in litigation or arbitration with each other arising out of this Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for costs, attorneys' fees and experts' fees. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorneys' fees actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to fully compensate for all costs, attorneys' fees and experts' fees paid or incurred in good faith.

SECTION 25. SPECIAL PROVISIONS

- 25.1 Unless otherwise directed, Subcontractor agrees to send all materials and correspondence directly to the job site and not to the main office in San Mateo.
- 25.2 Subcontractor agrees to submit Certificates of Insurance as evidence of insurance coverage to the Contractor directly.
- 25.3 D... Subcontractor will provide a warranty for its work, in accordance with the contract documents, on the form attached hereto as Exhibit "B". The duration of the warranty will be for a minimum period of two years unless a longer period is noted in the contract documents, in which case the longer period will apply. The start date of the warranty will commence on the date of substantial completion of the project and specific acceptance of the work performed under this subcontract. This warranty is in addition to the other remedies Contractor has under this Contract and California law. ...D
- 25.4 Subcontractor agrees to attend weekly construction coordination meetings at the jobsite.
- 25.5 Unless expressly stated otherwise in the Contract Documents, the Contract price shall include all governmental agency fees, testing fees, licensing fees, individual trade permit fees, and all applicable sales and use taxes.
- 25.6 Scope shall include all unloading and hoisting of Subcontractor's own material and equipment.
- 25.7 Scope shall include scaffolding, high reach equipment, or platforms, as required to execute this subcontract.

- 25.8 Subcontractor includes complete coordination with other trades. No additional monies will be paid for extra work caused by lack of coordination.
- 25.9 Subcontractor includes shop drawings and submittals as required for all its work as specified by the contract documents or other applicable standards.
- 25.10 D... Subcontractor is required to submit, in writing, any Lower-Tier Subcontractors for approval by Contractor. ...D
- 25.11 All deliveries of materials to the jobsite shall be cleared with the Contractor's superintendent (minimum 48 hours notice) with respect to date, time, and unloading or storage location.
- 25.12 The scope of work of this subcontract shall include all work reasonably inferable for work of this nature whether specifically shown or referenced in the contract documents.
- 25.13 This Subcontract shall be covered by the law of place where the project is located.
- 25.14 E... D... Prevailing Wage/Certified Payroll, and Apprentice Requirements: All persons performing labor on this Project will be paid not less than the highest prevailing rate of wages for the labor so performed as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and when federal funds are involved, the current General wage Determination Decisions, as determined by the U.S. Secretary of Labor. Subcontractor shall provide certified payroll reports on a weekly basis with respect to all persons performing labor on the Project, and shall require its subcontractors to fulfill this same requirement. Subcontractor shall also comply with the requirements of the State Apprenticeship Program and San Francisco Administrative Code, section 6.21(o). See Prime Contract (Document 00520) Article 8 and General Conditions (Section 00 07 00) Article 11. Subcontractor shall indemnify Contractor for any penalties incurred as a result of Subcontractor's failure to fulfill these requirements. ...D ...E
- 25.15 False Claims and Other Violations: Under San Francisco Administrative Code section 6.22M, any Subcontractor or supplier who fails to comply with the terms of the Prime Contract as applies to their respective scopes of work, who violates any provisions of San Francisco Administrative Code Chapter 6, who submits false claims, or who violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of this Agreement, may be declared an irresponsible bidder and debarred according to the procedures set forth in San Francisco Administrative Code section 6.80, et seq.
- (i) E... D... Subcontractor warrants that it shall, prior to submittal to Contractor, thoroughly analyze all payment applications, change order requests, claims and statements in support thereof and by its submission of same certifies that all information therein is true and accurate to the best of Subcontractor's knowledge and belief. Subcontractor is also directed to the claim certification requirements set forth in Section 13.02(C) of the General Conditions (Document 00 07 00) of the Prime Contract for this Contract which shall apply to Subcontractor and its lower tier Subcontractors/Suppliers with respect to submission of claims in the same manner that Contractor is required to certify its claims to the Owner. If requested by Contractor, Subcontractor's claim certification(s) shall also include an opinion letter from Subcontractor's counsel addressed to Contractor stating that the claim is meritorious in the opinion of counsel after careful review. D... ...E
 - (ii) A Subcontractor or Supplier who submits a false claim may be subject to monetary penalties, investigation, and prosecution as set forth in San Francisco Administrative Code section 6.80, et seq., California Government Code Section 12650, et seq., and the Federal False Claims Act.
 - (iii) Subcontractor shall indemnify Contractor to the maximum extent afforded under applicable law against any losses or liabilities arising out of or in connection with Subcontractor's violation of the applicable laws related to the submission of false claims as set forth in subparagraph A, above.
- 25.16 Earned Income Credit (EIC) Forms. San Francisco Administrative Code Chapter 12O requires that employers provide their employees with IRS Form W-5 (the Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below.
- (i) Subcontractor shall provide EIC Forms to each Eligible Employee at each of the following times: (a) within thirty days following the date on which this Subcontract becomes effective (unless Subcontractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (b) promptly after any Eligible Employee is hired by Subcontractor; and (c) annually between January 1 and January 31 of each calendar year during the term of the Subcontract.
 - (ii) Failure to comply with any requirement contained in subparagraph (i) above shall constitute a material breach by Subcontractor of the terms of this Subcontract. If, within twenty-five days after Subcontractor receives notice of such a breach, Subcontractor fails to cure such breach or, if such breach cannot reasonably be cured within such period, Subcontractor fails to commence such cure to completion, Contractor may pursue any rights or remedies available under this Subcontract or applicable law.
 - (iii) Any subcontract entered into by Subcontractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this Section 25.16.

25.17 Assignability of Subcontracts. All lower tier subcontracts and purchase agreements of suppliers and lower-tier suppliers shall provide that they are freely assignable to the Contractor and/or the TJPA.

25.18 Audit. Contractor reserves its right to review, obtain copies of, and audit any and all of Subcontractor's financial information and documents concerning the project and any associated jobsite or home office overhead expenses.

E...

25.19 Mutual Waiver of Consequential Damages. Contractor and Subcontractor mutually waive claims against each other for incidental or consequential damages arising out of relating to the Subcontract. This mutual waiver includes, but is not limited to, all damages for principal office expenses including the compensation of personnel, for losses of revenue (including profit), financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. Liquidated damages imposed by the TJPA against Contractor are direct damages and nothing contained in this Section shall preclude an award of liquidated damages, when applicable, in accordance with the terms and conditions of the Contract Documents. ...E

D... CONTRACTORS, INCLUDING SUBCONTRACTOR AND LOWER-TIER SUBCONTRACTORS, ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD, WHOSE ADDRESS IS: ...D

Contractor's State License Board
Post Office Box 26000
Sacramento, CA 95826

Dated: _____

Dated: _____

CONTRACTOR

SUBCONTRACTOR

WEBCOR/OBAYASHI JOINT VENTURE

By: _____
(Signature – Webcor)

By: _____
(Signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

By: _____
(Signature – Obayashi)

Printed Name: _____

Title: _____

951 Mariners Island Blvd. 7th floor
San Mateo, CA 94404
Contractor's License No.: 928731A, B, C-8

Address
City, State, Zip:
Contractor's License No.: _____

**LABORERS' MASTER BUILDERS AGREEMENT
2006-2010**

THIS AGREEMENT, made and entered into this 28th day of June, 2006 and effective the 26th day of June, 2006 through June 30, 2010, by and between the CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC. hereinafter referred to as COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 4, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; June 30, 1959; July 28, 1961; June 27, 1962; July 1, 1965; June 16, 1968; June 16, 1971; July 2, 1974; May 10, 1977; April 30, 1980, January 18, 1983, May 29, 1986, March 1, 1989, May 17, 1992, September 3, 1996, June 30, 1999 and May 8, 2001 by and between the CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC., and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA.

WITNESSETH:

Section 1 - General Provisions

A. Definitions

- (1)
 - a. The term "Employer" shall refer to the Construction Employers' Association of California, Inc.
 - b. The term "Individual Employer" shall mean (1) an employer who has authorized the Association (Employer) to represent said Individual Employer with respect to collective bargaining with the Union; or (2) is bound to the terms and conditions of this Agreement under the subcontracting requirements of this Agreement; or (3) directly signs this Agreement with the Union as an Independent or Non-Association Member. The Employer agrees to provide the Union with a current list of Individual Employers who it has authority to represent.
- (2) The term "Union" shall refer to the Northern California District Council of Laborers.
- (3) This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of those Local Unions of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers; except that this Agreement shall not apply to superintendents, assistant superintendents, general foremen, civil engineers and their helpers, timekeepers, messenger persons, confidential employees and office help.

- (4) This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.
- (5) The "method of delivery of notices," required by this Agreement shall be satisfied by one of the following means of delivery: email, fax, certified mail, regular mail or telegram.

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

- (1) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers' International Union of North America.
- (2) Subject to the preceding paragraph and subject also to the provisions of Section 14 of this Agreement, it is agreed that Laborers' work shall include but not be limited to: All Laborers' work necessary to tend the carpenters and other building trades craftsmen, stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance, repair), all cleanup of debris, grounds and buildings, steam cleaning and all General Laborers' work. In accordance with Green Book Decision dated August 2, 1920 - December 11, 1924, the loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction shall be done by Laborers under the supervision of such person as the Employer may designate. The hoisting of rods shall be done by Laborers, except when a derrick or outrigger operated by other than hand power is used.

All Laborers' work in connection with excavation for building and all other construction, including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps. (This does not restrict the Laborers from performing other work.)

All Laborers' work in connection with concrete work, including chipping and grinding, sandblasting, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzle men (including gun men and pot men), vibrating, guniting and otherwise applying concrete, whether done by hand or any other process, and wrecking, stripping, dismantling and handling concrete forms and false work, including tending of plasterers and brick and block layers.

All Laborers' work in the excavation, grading, preparation concreting, asphalt and mastic paving, paving, ramming, curbing, flagging and laying of other stone materials, and surfacing of streets, ways, courts, underpasses, overpasses and bridges.

All work in connection with the operation of spreader boxes, such as True-Lay, Rola Pavers and Laytons or similar type models, including but not limited to all shoveling and shifting material and cleaning of boxes, shall be the work of the Laborers. All Laborers' work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concreting of same; and the backfilling, grading and resurfacing of same. All Laborers' work in connection with the construction of caissons, cofferdams, subways (except as covered by Master Tunnel Agreement), aqueducts, water lines, culverts, flood controls, airports, drains and sewers, and any type of conduit, no joint pipe, including the cribbing, lagging, bracing, sheeting, checking grade for pipelaying, trench jacking and handling of lagging hammers on all open trenches and ditches. All Laborers' work in connection with shoring, underpinning including cutting, fitting, placing and raising of all structures.

All Laborers' work in connection with drilling, all work of loading, placing and blasting of all powder and explosives of whatever type regardless of the method used for such loading and placing.

All signaling and rigging in connection with Laborers' work.

All Laborers' work in connection with the wrecking of buildings and other structures.

All Laborers' work in connection with the slinging, handling and placing of all rip-rap, rock and stone on highways, jetties, retaining walls or wherever used.

All wrecking work on construction and/or razing sites: all Laborers' work on pre-casting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

All work in connection with the operation of such equipment that is necessary and incidental to carry out the work of the Laborer.

- (3) All classifications listed in Supplement No. 1 of this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work just as though incorporated in full in this Section.
- (4) Should an Individual Employer signatory to this Agreement subcontract the masonry or plastering portion of a project, said contract shall specify that the work to be performed shall be done under the terms and conditions of the current Masonry and/or Plaster Tender Agreement that has been negotiated by the

Northern California District Council of Laborers or its affiliates, which is in effect in the territory in which the work is performed. However, masonry work which is incidental to the work of the Individual Employer may be performed under the terms and conditions of this Agreement.

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

Section 2 - Bargaining Representatives

A. Union's Recognition of Collective Bargaining Representative of Employer.

The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of Employer includes in its membership a majority of the Individual Employers in the highway, general building and heavy construction industry, and said Individual Employers are performing the greater percentage of work therein. By reason of such facts the Union hereby recognizes that the Collective Bargaining Representative of the Employer, as herein-above referred to, is the collective bargaining representative for all Individual Employers who authorize the Employer to represent them with respect to Collective Bargaining with the Northern California District Council of Laborers. A list of said Individual Employers shall be furnished to the Union at the commencement of negotiations and the Employer shall furnish the Union with a complete monthly report of any additions and deletions to the list of Individual Employers represented by the Employer.

In the event the Union (District Council) enters into any other agreement with other employers or employer associations concerning the type of work covered hereby in the area which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement only in the geographical area where such other agreement is in effect.

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

The Employer and the Individual Employers covered hereby recognize and acknowledge the Northern California District Council of Laborers of the Laborers' International Union of North America as the collective bargaining representative for the employees in the area aforementioned covering the jurisdiction of the Union.

C. Access to Project

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

Section 3 - Employment and Discharge

A. Union Security

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

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

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

B. Employment

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

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

- (2) Each person desiring employment shall register through such hiring hall by appearing personally and by indicating his/her name, address, telephone number, Social Security Account Number, qualifications and employment desired. Each such person shall be listed numerically in the order in which he/she registers.

In the territorial jurisdiction of the following Locals only: 73 Stockton, 139 Santa Rosa, 185 Sacramento, 270 San Jose, 291 San Rafael (Napa/Lake Counties only), 294 Fresno, 297 Salinas, 324 Solano and 1130 Modesto, a person may register by phone if his/her residence is more than ten (10) miles from the nearest hiring hall maintained by said Local.

Distance for interpreting this subsection shall be determined by using the nearest Class "A" road or highway.

- (3) No person shall be entitled to have his/her name placed on any employment list which is applicable to a particular type or classification of work unless he/she has been employed in such type or classification of work for six months consecutively or accumulatively within a period of three (3) years immediately preceding the date of his/her registration.
- (4) The Individual Employer shall contact the appropriate hiring hall of the Local Union having work and area jurisdiction for all Laborers as he/she or it may from time to time need, and the Local Union shall furnish to the Individual Employer the required number of qualified and competent Laborers of the classifications needed by the Individual Employer in accordance with the provisions of this subsection 3B, if such Laborers are available.
- (5) When requesting Laborers, the Individual Employer shall submit job orders indicating the number of persons desired, qualifications of each person desired, the location of the job, the reporting date and time and the representative of the Individual Employer to be contacted on the job site.
- (6) The appropriate hiring hall of the Local Union of the Union having work and area jurisdiction will furnish in accordance with the request of the Individual Employer such qualified and competent Laborers of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral in the following order of preference:

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

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

where work is performed. All laborers shall have in their possession proof of proper dispatch and Union status which shall be produced upon request of Local Union representative in the area where the job is located. Any violation not resolved to the mutual satisfaction of the parties shall be subject to Section 9 of this Agreement.

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

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

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

- (7) Available for employment shall mean: All persons eligible for referral shall be present at the hiring hall or present at their residence phone if they live at a location specified in subsection (2) of this subsection 3B during dispatching hours, unless excused for the following reasons:
 - (a) When a death or imminent death occurs in the immediate family, from the date of death and not exceeding one week after the date of burial, however, they shall produce bona fide proof of such death or imminent death from hospital or family doctor.
 - (b) Persons on jury duty, providing they produce bona fide proof that they are serving on a jury.
 - (c) Persons temporarily serving in the U.S. Military, providing they show bona fide proof of such service.
 - (d) Attendance at Workers' Compensation Hearing or any administrative or court appearance.
- (8) When ordering workers, the Individual Employer will give notice to the appropriate hiring hall of the Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17-1/2) hours, if possible, before the required reporting time. In the

event that forty-eight (48) consecutive hours after such notice (Saturday, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the Individual Employer may procure workers from any other source or sources. If workers are so employed, the Individual Employer shall promptly report to the appropriate hiring hall of the Local Union, in writing or by phone with written confirmation within forty-eight (48) hours, the name, address and Social Security Account Number of the employee procured from such other source or sources and the date of employment and the location of the job on which he/she is employed. Workers who report on the first day are to be paid from the time they report to the Individual Employer's designated location.

- (9) Dispatching hours shall be as specified in subdivision (1) of this subsection 3B or as specified in the notice or notices submitted pursuant to subdivision (1) of this subsection 3B. In emergency cases, individuals may be dispatched other than at such dispatching hours.
- (10) Each person, upon being referred, shall receive a written referral to be transmitted to the Individual Employer representative at the job site indicating the name, address, Social Security Account Number, type of job, date of proposed employment and date of referral.
- (11) To insure the maintenance of a current registration list, all persons who do not re-register or answer roll call, as the case may be, on each regularly scheduled roll call day (which shall not be more often than once a week), shall be removed from the registration list unless excused in accordance with subsection 3B(7). Any person may re-register by phone and must be personally present at the phone during dispatch hours. If a referral is made by phone, a written dispatch slip must be sent to the Individual Employer and worker. Any person who is permitted to register by telephone under this subsection 3B must appear personally at the appropriate hiring hall on roll call day. If such persons re-register or answer roll call pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of subsection 12 of subsection 3B following, such person shall not be entitled to the position he/she held prior to his/her elimination in the event he/she re-registers or answers roll call, as the case may be. Persons will be excused from answering roll call only for the reasons enumerated in subsection 3B(7).
- (12) Persons shall be eliminated from the registration list for the following reasons:
 - (a) Dispatched to a job - except that any person who is rejected by the Individual Employer or who fails to complete two (2) full days of work shall retain his/her position on said list; provided, no person who is rejected by the Individual Employer shall be re-referred to such Individual Employer with respect to the same request pursuant to which he/she was initially referred.
 - (b) Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an

individual because of lack of transportation shall not be deemed suitable as to him/her.

- (c) Unavailable for employment.
 - (d) Any person dispatched to a job who fails to report for work.
- (13) Notwithstanding the provisions of this subsection 3B, upon the same notice as required in Section 3B(6)(e) being given to the appropriate Local Union of the Union, an Individual Employer shall have complete freedom to employ the first key Laborer.
 - (14) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for just cause including but not limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986. In the event an Individual Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, the Individual Employer shall be free to secure such skilled person from any available source subject to Section 3A of this Agreement.
 - (15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.
 - (16) Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of subsection A of this Section 3.
 - (17) Any person aggrieved by the operation of the hiring hall shall submit his/her grievance to the permanent hiring hall neutral arbitrator provided that such submission is made in writing stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance.

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

The permanent hiring hall neutral arbitrator shall be Gerald R. McKay and notices required by this Section shall be mailed or delivered to P.O. Box 406,

Burlingame, CA 94011-0406. The date of this postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Local Union regardless of who the Local Union or Individual Employer is.

C. Discharge

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

The Individual Employer shall be the sole judge of the qualifications of all of their employees, and may on such grounds, discharge any of them. No employee shall be discharged without just cause. In the event of discharge without just cause, the employee shall, if he/she so desires, be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the grievance procedure provided for in Section 9 hereof. In the event of reinstatement, the amount of back pay awarded under Section 9 hereof may not exceed 90 days unless the grievant was employed by the Individual Employer who discharged him/her for more than 1500 hours in the two (2) years preceding the date of discharge.

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

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

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

Section 4 - Show-Up Time

- A. The Individual Employer is not obligated to pay show-up time to any applicant/employee who fails to comply with the company code of safe practices.
- B. When any employee reports for work and there is no work provided by the Individual Employer, he/she shall be paid two (2) hours show-up time at the applicable rate plus zone pay where applicable, provided, however, no show-up time will be payable to any person who reports for work without the necessary and legally required documentation to establish work right status under applicable Immigration and Naturalization Laws. If work is suspended on account of weather conditions, the employee shall be entitled to show-up time only if he/she remains on the job site for two (2) hours pending abatement

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

Section 5 - Higher Wages

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

Section 6 - Lunch Time and Rest Periods

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

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

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

Effective January 1, 2001, every individual employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an individual employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at individual employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the individual employer shall make-up the missed rest period within the same work day or compensate the employee for the missed ten (10) minutes of rest time at his or her regular rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If an individual employer fails to provide an employee a rest period in accordance with the applicable provisions of this Section, the individual employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not provided. Any dispute regarding the provisions of this Section shall be subject to Section 9 (Grievance Procedure) of this Agreement.

Section 7 - Records

- A. Each Individual Employer shall provide a proper means for registering the reporting, quitting time, and as supplied by the employee, the address and telephone number of all employees covered by this Agreement. In the event of a dispute, such records shall be accessible to the business representative of the Union or Local Union during working hours.
- B. Each Individual Employer, upon request of any Trust Fund specified in this Agreement, shall permit a Trust Fund Auditor to review any and all records relevant to the enforcement of the provisions of this Agreement pertaining to the Trust Funds. Such review shall be permitted not less than ten (10) working days after demand.

Section 8 - No Cessation of Work

It is mutually agreed and understood that during the period when this Agreement is in force and effect, the Union or any Local Union will not authorize any strike, slow-down, or stoppage of work in any dispute, complaint, or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints, or grievances as arise out of the failure or refusal of any Individual Employer to comply with the provisions of the hiring clause, Section 3A or B hereof, or as permitted under Section 28B and C hereof or whenever an Individual Employer pays Laborers improperly with checks which do not clear for collection. As to any Individual Employer who shall fail or refuse to comply with the provisions of the sections specified herein, so long as such failure or refusal continues it shall not be a violation of this Agreement if the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for such Individual Employer, and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn by reason of any dispute, complaint, or grievance arising out of the violation of any similar hiring clause in any agreement between Employer and any other Union, then the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

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

perform any work.

Section 9 - Grievance Procedure

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

1. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer and/or the Business Agent of the appropriate Local Union who shall then attempt to adjust said grievance or dispute at the job site level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or otherwise authorized Union Representative and the Individual Employer or his/her representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Association and an Impartial Arbitrator. At any point in the proceedings, should the panel be unable to reach a majority vote, the Arbitrator shall participate and his decision shall be final and binding.
5. In addition to any rules or procedures which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
 - (a) No attorney shall be utilized unless either party notifies the other of its intent to do so with a minimum of fourteen (14) calendar days in advance of the hearing.
 - (b) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator.
 - (c) In the case of a deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator, in which case the Arbitrator shall render a decision not later than thirty (30) days after submission. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
 - (d) The parties shall select and utilize one (1) permanent impartial arbitrator who is willing to abide by the procedures set forth herein. The impartial

arbitrator may be changed or replaced at the request of either party.

6. The Board of Adjustment shall meet not less than once each calendar month with the exception of the discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) working days. Failure of either party to meet or participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.
7. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement, and shall be final and binding upon all parties hereto.
8. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual Employer and such action shall not be a violation of this Agreement so long as such noncompliance continues.
9. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne by the Contract Administration/Market Preservation Fund.
10. No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.
11. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this Section as set forth in the rules and procedures which may be amended from time to time by the parties.
12. A decision of the Board of Adjustment by majority vote, or the decision of a permanent arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California.
13. All hearings of the Board of Adjustment shall be in the County of Contra Costa and/or County of Alameda, unless mutually agreed to move to another location.
14. No proceedings hereunder based on any dispute, complaint, or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) days after the alleged violation was committed.
15. In the case of discharge, the Board shall meet within fifteen (15) working days. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of the Individual Employer against any employee for

activities in behalf of, or representation of the Union not interfering with the proper performance of his/her duties.

16. If failure of a Board of Adjustment to meet on a discharge case within fifteen (15) working days is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) working days. If the Employer or Individual Employer is unavailable to meet the wage payment and Trust Fund contribution, liability shall be continuing.
17. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 11 who has agreed under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

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

18. The procedures specified herein shall be applicable to any Individual Employer whether or not he or she is a member of Employer or any other associations.
19. In those instances where the Individual Employer is not a member of the Employer, the Joint Adjustment Board shall establish procedures whereby the Employer members of the Joint Adjustment Board may consist of one Individual Employer who is not a member of the Employer.

Section 9A - Contract Administration/Market Preservation Fund

A trust fund entitled "The Contract Administration/Market Preservation Fund" shall be used to provide for the costs to the Employer for administering the provisions of this Agreement on behalf of Individual Employers signatory to this Agreement and for the purpose of monitoring market interests of the unionized segment of the industry. The contribution into the Contract Administration/Market Preservation Fund, effective June 26, 2006 shall be seven cents (\$.07) per hour for each hour paid for or worked. At the discretion of the Trustees of said Trust, contributions to the Contract Administration/Market Preservation Fund may be increased by up to four cents (\$.04) per hour during the term of the Agreement. The trust fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contribution as described above shall commence with the work month following notice by the Laborers Northern California Trust Fund Corporation to the Individual Employers. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

Section 9B - Building Industry Stabilization Fund

The Individual Employer shall contribute, effective June 26, 2006, eight cents (\$.08) per hour for each hour paid for or worked by workers in work covered by this Agreement to the Building Industry Stabilization Fund.

The purpose of such funds shall be to enhance builder competitiveness and preserve work opportunities for employees and individual employers covered by the Agreement through administration of the Laborers' Building Work Preservation Committee. Such contributions shall continue until written notice by the parties signatory hereto. Such trust fund shall be administered jointly by the signatory parties.

Section 9C – Construction Employers' Association and Northern California District Council of Laborers' Contract Interpretation and Application Trust Fund

The Individual Employer shall contribute two cents (\$.02) per hour for each hour paid for or worked by workers in work covered by this Agreement to the Construction Employers' Association & Northern California District Council of Laborers Contract Interpretation and Application Trust Fund. The purpose of such Trust shall be to act as an area and industry-wide labor management cooperation committee as provided by Section 302(c)(9) of the Taft-Hartley Act, including but not limited to the funding of reimbursement for expenses incurred in the administration and interpretation of this collective bargaining agreement.

Section 10 - Payment of Wages

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

Section 11 - Subcontractors

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

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

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

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

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

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

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

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

Section 12 - Conflicting Contracts

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

Section 13A - Elimination of Restrictions on Production

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

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

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

Management Rights Regarding Substance Abuse:

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

- (1) In the sole discretion of the Individual Employer, requiring covered employees to submit to physical examination by competent medical personnel to determine whether there is a probability that the employee is suffering from any physical impairment which might cause the employee to be a safety hazard to himself/herself or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this Agreement in a prompt and competent manner. Such tests may include, in the discretion of the Individual Employer, such tests of the employee's bodily fluids or tissues as the Individual Employer may reasonably believe will elicit evidence of the employee's use of substances which are reasonably likely to alter or impair the employee's ability to perform his/her duties in a prompt, competent and safe manner.
- (2) Implementation of rules regarding the discipline and/or discharge of any employees that the Individual Employer determines, as a result of the tests described in subparagraph (1), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.

- (3) An Individual Employer may initiate unannounced random testing, a selection process where affected employees are selected for testing and each employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all employees shall be subjected to such testing. The Individual Employer may establish two random testing pools, one for DOT regulated employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to employees that employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and employees prior to implementing a random drug testing program.
- (4) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of those employees who request employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

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

Section 13B Protective Clothing

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

Section 13C Safety

- (1) The Union shall cooperate with the Individual Employer and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty and of any job as a whole.
- (2) All State and/or Federal and/or Local Safety Laws, Standards, Rules and Regulations shall be applicable to all work covered by this Agreement. The Individual Employer is solely responsible for implementing and maintaining such Laws, Standards, Rules and Regulations. Neither the Union nor any Local Union is responsible for implementing or maintaining such Laws, Standards, Rules or Regulations.
- (3) Adequate first-aid equipment shall be maintained and provision shall be made for the safety of employees covered by this Agreement on each job by each

Individual Employer. Each Individual Employer shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care or hospitalization or both. Each Individual Employer must post the name and address of its doctor and of the Worker's Compensation Insurance carrier on the job site.

- (4) No employee shall be discharged for refusing to work under conditions injurious to his/her health or safety as determined under any rule or regulation of the United States or State of California or any political subdivision. Such determination shall be made by a responsible agent of the State of California or OSHA or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.
- (5) When drilling holes in rock or other dust producing material with air or power controlled drilling equipment (excluding jack hammer), dust shall be controlled by water, chemical or other suitable means within the maximum acceptable concentration as set forth in the California or OSHA Construction Safety Orders.
- (6) Should the Individual Employer desire a change in variance in the California or OSHA Construction or any applicable Safety Orders, they will notify the Union in writing not less than thirty (30) days prior to making a request for such change.
- (7) Manhaul trucks regularly used for personnel transport but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Some convenient means of mounting and dismounting the truck shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the driver shall be installed.
- (8) Employees who as a direct result of an on-the-job industrial injury are unable to complete a full day of work shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury requires the attention of a licensed physician.
- (9) The Local Union with area jurisdiction shall be notified within twenty-four (24) hours of any industrial injury which results in death or requires hospitalization.

Section 14A - Additional Work or Classifications

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

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

method or technology and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material or new different method or technology.

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

Section 14B - Jurisdictional Disputes

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and any other Union with respect to jurisdiction over any of the work covered by this Agreement. Such disputes shall be settled by the Unions, themselves, or submitted to the International Presidents of the Union involved in the dispute for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the Individual Employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

Section 15 - Pre-Job Conference

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

Section 16A - Employer's Membership

This Agreement is made for and on behalf of and shall be binding upon all persons, firms or corporations that at the time of the execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

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

Section 16B - Agreement Binding Upon Parties

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

Section 17 - Contracting Piece Work

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

Section 18 - Wages

Wages for General Laborers and for special classifications are set forth in the Supplements attached hereto and made a part hereof as if set forth in full herein and shall be effective on June 26, 2006, and on succeeding anniversary dates as herein provided on all work, both old and new.

- A. Zone pay for employees performing work under the terms of this Agreement is set forth in Supplement No. 6 attached hereto and made a part hereof as if set forth in full herein.
- B. On a job where a Craft with whom the Individual Employer has negotiated a short work week terminates early on Friday, the Individual Employer will keep the laborer employed the balance of the work day when the Individual Employer determines that work is available.
- C. On public work projects where wage determinations exist, such pre-determined wage and fringe rates referenced in the bid specifications shall remain in effect for the duration of said project, provided, however, that each segment let by the Owner shall be deemed the project; provided, further that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used. Whenever non-signatory and/or non-union contractors appear on a public works plan holders list and where the prevailing wage determination is less than that which is provided for in the current Master Builders Labor Agreement, the employer signatory to the 2006-2010 Laborers' Master Builders Agreement may bid the project pursuant to the prevailing wage determination attached to and part of the bid specifications for that project. Payments to the Health and Welfare Trust Fund shall be maintained at the Laborers' Master Builders Agreement rates. In no event shall wages be frozen for more than thirty-six (36) months on any one project. Employers should notify the appropriate Local Union whenever utilizing this provision.

Section 19 - Wages Applicable to Classifications

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

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

Section 20A - Overtime Rates, Hours and Working Conditions

1. Work Day

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

2. Work Week

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

- (a) Where in any locality, existing traffic conditions, job conditions or weather conditions render it desirable to start the day shift at an earlier hour, not earlier than 5:00 a.m., or a later starting time not later than 10:00 a.m., the Individual Employer is permitted to do so.
- (b) **Special Single Shift:** When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union at least three (3) days prior to the start of such special shift, the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of subsection 5(a) of this Section. Provided, however, if by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double time (2x) to be paid from the start of the shift to 8:00 p.m. and the applicable straight-time rate paid from 8:00 p.m. until completion of the eight (8) hour special single shift.
- (c) **Four-ten (4 x 10) Hour Work Week:** An Individual Employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. In the event two (2) shifts are employed, nine and one-half (9-1/2) consecutive hours' work, (on the 2nd shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a four-ten (4x10) hour day work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

- (d) In the event that work cannot be performed Monday through Friday or Monday through Thursday (four-ten [4 x 10] hour day work week) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Individual Employer, employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.
- (e) Notwithstanding the above, it shall not be a violation of this Agreement to start individual employees at no more than one (1) hour prior to the regularly established starting time.

3. Shift Work:

On shift work, the day shift, eight (8) hours work for eight (8) hours' pay. When two or three shifts are employed for five (5) or more consecutive days, seven and one-half (7-1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid for the second shift. The third shift shall be seven (7) hours for eight (8) hours pay. On two (2) shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m., and not later than 8:00 a.m. On three (3) shift operations, the first shift shall start at 8:00 a.m. Shifts shall run consecutively with not more than one (1) hour between shifts.

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

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

4. Weekends and Holidays:

One and one-half (1-1/2) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make-up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays and holidays. On two shift operations, Laborers working a complete second shift of shift work on Saturdays, Sundays and holidays shall be paid eight (8) hours of pay at the appropriate overtime rate for seven and one-half (7 ½) hours of work. For work on Saturdays, Sundays and holidays on a three (3) shift operation, Laborers working a complete second shift shall be paid eight (8) hours of pay at the appropriate overtime rate for seven and one-half (7 ½) hours of work. Laborers working a complete third shift shall be paid eight (8) hours of pay at the appropriate rate for seven (7) hours of work.

5. Minimum Hours:

- (a) From April 1 to November 14, the hours of employment shall be reckoned by the day and half day. From November 15 to March 31, the hours of employment shall be reckoned by the day, three-quarter day and half day. The fraction of a half or three quarter day shall be paid for as a half or three-quarter day. Overtime hours, Monday through Friday, shall be reckoned by the hour and half hour. If after work is begun, work is suspended on account of weather conditions, not less than four (4) hours (or five [5] hours on a four-ten [4 x 10] shift) at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.
- (b) Whenever a Laborer is called out to work on Saturdays, Sundays or holidays (except on make-up days), he/she shall be paid at least four (4) hours, five (5) hours on a four-ten (4 x 10) shift, at the applicable overtime rate. All time worked beyond the first four (4) consecutive hours, five (5) consecutive hours on a four-ten (4 x 10) hour shift, on Saturdays, Sundays and holidays shall be reckoned by the hour at the applicable overtime rate.

On shift work, the above shall apply to Laborers called out to work on the day shift only. If two or more shifts are employed, the above shall apply except that three and one-half (3-1/2) hours worked shall be paid as four (4) hours worked, seven (7) hours worked shall be paid as eight (8) hours worked, and hours worked in excess of three and one-half (3-1/2) hours but less than seven (7) hours shall be paid on a pro rata basis, except as modified by a four-ten (4 x 10) hour day work week.

6. Tide Work:

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

7. Exceptions:

Watchpersons may be required to work any five (5) days out of the week on any shift and may also be required to do job office clean-up work. The overtime rates provided in paragraph 4 of this Section 20A shall apply only to watchpersons, cleaning and washing windows, service landscape laborers for work in excess of eight (8) hours in any one (1) day, or forty (40) hours per week.

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

8. **Flagpersons:**

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

Section 20B - Parking

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

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

On remote jobs when the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the Individual Employer shall transport the employees to and from the place where the work is being performed, and such transporting shall be one-half (½) on the Individual Employer's time and one-half (½) on the employee's time.

Section 21 - Status of Foremen

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

Section 22 - Steward

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

Individual Employer and the Steward prior notice.

C. The Steward shall not:

- (1) Stop the Individual Employer's work for any reason or tell any workers or any employee covered by this Agreement that he/she cannot work on the job.

Infraction of either of the two rules set forth above in (C) (1) shall be cause for immediate dismissal of the Steward without any prior notice.

Section 23 - Recognized Holidays

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

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

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

Section 24 - Gunite, Shot Crete, Panel Crete and Similar Type Work Including All Placing, Finishing and Patching of Shot Crete or Gunite

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for the Gunite, Shot Crete, Panel Crete and similar type work including all placing, finishing and patching of shot crete or gunite are set forth in Supplement No. 2 attached hereto and made a part hereof as if set out in full herein covering the territory in which the Agreement is to apply.

Section 25 - Wrecking Work; Gardening, Horticultural and Landscaping Work

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for Wrecking Work are set forth in Supplement No. 3; for Gardening, Horticultural and Landscaping Work are set forth in Supplement No. 4. Each of the Supplements referred to herein is made a part hereof as if set forth in full herein.

Section 26 - Liability of the Parties

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

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct

and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

Section 27 - Employees Not To Be Discharged For Recognizing Authorized Picket Lines

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

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

Section 28A - Health and Welfare Plan, Pension/Annuity Plan, Vacation Holiday Dues Supplement Plan, Training-Retraining/Apprenticeship Plan

In continuation of the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pension/Annuity Trust Fund for Northern California, the Laborers Vacation Holiday Dues Supplement Trust Fund for Northern California and the Laborers Training-Retraining/Apprenticeship Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, April 1, 1985, June 4, 1963, November 19, 1968 and December 31, 1975 respectively, as amended and modified, and the appropriate plans adopted thereunder), each Individual Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay, shift pay, show-up time pay and similar payments in accordance with the schedule specified in this Section, as follows:

<u>EFFECTIVE DATE</u>	6/26/06	6/25/07	6/30/08	6/29/09
Health & Welfare	\$5.14	\$ *	\$ *	\$ *
Retiree Health & Welfare	\$.30	\$ *	\$ *	\$ *
Pension	\$3.26	\$ *	\$ *	\$ *
Annuity	\$1.01	\$ *	\$ *	\$ *
Vacation/Holiday/Dues Supplement	\$2.28	\$ *	\$ *	\$ *
**Training-Retraining/Apprenticeship	\$.34	\$ *	\$ *	\$ *
Contract Administration/Market				
Preservation	\$.07	\$ *	\$ *	\$ *
Building Industry Stabilization Fund	\$.08	\$ *	\$ *	\$ *
CEA/Laborers Contract Interpretation				
and Application Fund	\$.02	\$ *	\$ *	\$ *

* The Union and the Employer will meet at least ninety (90) days prior to the effective date of the negotiated future increases to mutually agree on the allocation of the increases. Allocation shall become effective thirty (30) days after mutual allocation notice is received, but in no event earlier than June 26, 2006, June 25, 2007, June 30, 2008 or June 29, 2009.

**Effective 6/26/06 four cents (\$.04) per hour is earmarked for Laborers-Employers Cooperation and Education Trust (L.E.C.E.T.)

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

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

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

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

Section 28B - Delinquency Withdrawals

In the event that the Board of Trustees of a fund into which the Individual Employers are required to pay, determine that an Individual Employer is delinquent in the making of any payments required by Section 28A hereof, it shall not be a violation of this Agreement, so long as such delinquency continues, if the Union takes economic action against such Individual Employer and such economic action shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other Union, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

Section 28C - Security For Individual Employer Payments Into Trust Funds

Each Individual Employer delinquent by one (1) or more months in making the payments set forth in Section 28A above shall be notified by mail by the Administrator of the Trust or Trusts applicable to such delinquency. Copies of such notices shall be sent to the Employer and to the Union. Each such delinquent Individual Employer shall, within five (5) days of the receipt of such notice (by certified mail), give a satisfactory bond in a sum equal to two (2) times the amount of the delinquency. Such amounts are to be determined by the Administrator of the Trust or Trusts applicable. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.

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

If the bond must be used to make any payments under Section 28A, the money shall be prorated among the amounts owed by such Individual Employer, with the first priority to the Vacation Holiday Dues Supplement Trust Fund, and the balance dispersed equally to the Health & Welfare, Pension/Annuity and Training-Retraining/Apprenticeship Trusts.

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

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

Whenever any Employer covered by this Agreement is delinquent with respect to the payment of any contributions or other sum of money due to any Trust Fund specified in this Agreement, the Union may withdraw workers and place appropriate pickets at the premises of the Employer or places where said Employer is performing work.

Section 28E - Supplemental Dues

Effective June 26, 2006, for all work performed, upon authorization as required by law, the amount of sixty-three cents (\$.63) per hour for each hour paid or worked, shall be transmitted from the Vacation-Holiday benefit of each laborer and shall be remitted directly to the Union; thereafter, at the discretion of the Union, the amount to be allocated out of the Vacation-Holiday benefit of each laborer may be increased up to a maximum of eighty-two cents (\$.82) per hour and remitted directly to the Union. Any such increase in the allocation from Vacation-Holiday to Supplemental Dues requires a duly executed authorization from each individual employee, as required by law; such amounts do not represent new monies but rather amounts already agreed to as Vacation-Holiday benefits negotiated by the collective bargaining parties. Any redirection of such funds shall coincide and become effective consistent with established future allocation dates.

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

Section 28F - Wage and Fringe Increase

June 26, 2006 \$2.00
June 25, 2007 \$1.95*
June 30, 2008 \$1.85*
June 29, 2009 \$1.80*

*The Union and the Employer will meet at least ninety (90) days prior to the effective date of the negotiated future increases to mutually agree on the allocation of the increases. Allocation shall become effective thirty (30) days after mutual allocation notice is received, but in no event earlier than June 26, 2006, June 25, 2007, June 30, 2008 and June 29, 2009.

In the event the Laborers Health and Welfare Trust Fund falls below a six (6) month reserve, any package increase negotiated by the collective bargaining parties, shall be reviewed at least ninety (90) days prior to the effective date of such increase, and by mutual agreement such monies as are deemed necessary to provide sufficient reserve (not less than six (6) months), shall be allocated to the Health and Welfare Trust Fund. Such monies as are determined appropriate for this allocation shall have as their intent to build a six (6) month reserve.

Section 29 - General Saving Clause

It is not the intent of either party hereto to violate laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The clauses hereof relating to "Hiring," Section 3A hereof, and "No Cessation of Work," Section 8 hereof, are intended to be inseparable and mutually interdependent. Should either of such sections be held or determined to be illegal or void for any reason, then both of said clauses shall forthwith become of no further force or effect, and neither party shall by implication be bound thereby. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement are therefore intended to apply no broader than that permitted by law.

Section 30 - Change of Name or Style

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

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

Section 31 - Warranty

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

Section 32 - Effective and Termination Date

This Agreement shall be effective as of the 26th day of June, 2006, and remain in effect without reopening for any purpose until the 30th day of June, 2010, and shall continue from year to year thereafter, unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change the wages, hours and working conditions hereof not more than ninety (90) and not less than sixty (60) days prior to June 30 of any succeeding year.

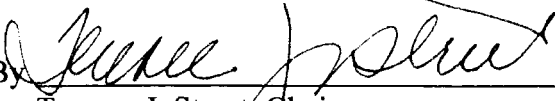
The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market 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.


It is agreed that in the event either party should exercise its rights under the paragraph first above set out, they will for a period of sixty (60) days prior to the 30th day of June, 2010, or June 30th of any succeeding year bargain with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by respective officers duly authorized to do so, this 13th day of July, 2008.7

FOR THE EMPLOYER:

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC.

By 
Terence J. Street, Chairman
Laborers Craft Committee

By 
Michael W. Walton, Secretary

FOR THE UNION:

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

By 
Jose A. Moreno, Business Manager

**SUPPLEMENT NO. 1
LABORERS WAGE RATES**

WAGE RATES: In each group, two (2) different wage rates will apply for each classification.

Wage Rate A - will apply to the following six (6) counties:

Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

Wage Rate B - will apply to the following forty (40) counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Labor Foreman - shall receive one dollar (\$1.00) per hour above any classification of this Agreement working under his direction.

A \$3.00 per hour premium (zone pay) shall be added to the base rate of Wage Rate B for work performed outside the geographic area as defined in Supplement No. 6.

**CONSTRUCTION SPECIALIST - WAGE RATE
EFFECTIVE DATE**

	6/26/06	6/25/07	6/30/08	6/29/09
RATE A	\$24.84	\$ *	\$ *	\$ *
RATE B	\$23.84	\$ *	\$ *	\$ *

CLASSIFICATIONS OF CONSTRUCTION SPECIALIST

Asphalt Ironers and Rakers
Chainsaw
Laser Beam in connection with Laborers' work
Masonry and Plasterer Tender
Cast in place manhole form setters
Pressure pipelayers
Davis Trencher - 300 or similar type (and all small trenchers)
State Licensed Blaster as designated
Diamond Drillers
Multiple Unit Drills
Hydraulic Drills
Certified Welder
New or additional classification subject to Section 14A of this Agreement

GROUP 1 - WAGE RATE

EFFECTIVE DATE

	6/26/06	6/25/07	6/30/08	6/29/09
RATE A	\$24.14	\$ *	\$ *	\$ *
RATE B	\$23.14	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 1

Asphalt Spreader Boxes (all types)
 Barko, Wacker and Similar Type Tampers
 Bobcat
 Buggymobile
 Caulkers, Banders, Pipewrappers, Conduit Layers, Plastic Pipe Layers
 Certified Asbestos & Mold Removal Worker
 Certified Hazardous Waste Worker (Including Lead Abatement)
 Compactors of all types
 Concrete and Magnesite Mixer and ½ yard
 Concrete Pan Work
 Concrete Sanders, Concrete Saw
 Cribbers and/or Shoring
 Cut Granite Curb Setter
 Dri Pak-it Machine
 Faller, Logloader and Bucker
 Form Raisers, Slip Forms
 Green Cutters
 Headerboard Men, Hubsetters, Aligners by any method
 High Pressure Blow Pipe (1-1/2" or over, 100 lbs pressure/over)
 Hydro Seeder & Similar Type
 Jackhammer Operators
 Jacking of Pipe over 12 inches
 Jackson and Similar Type Compactors
 Kettlemen, Potmen and men applying asphalt, Lay-Kold, Creosote,
 Lime, caustic and similar type materials, (applying means
 applying dipping or handling of such materials)
 Lagging, Sheeting, Whaling, Bracing, Trenchjacking, Lagging hammer
 Magnesite, Epoxy Resin, Fiber Glass and Mastic Workers (wet/dry)
 No joint pipe and stripping of same, including repair of voids
 Pavement Breakers and Spaders, including tool grinder
 Perma Curbs
 Pipelayers (including grade checking in connection with pipe-laying)
 Precast-manhole setters
 Pressure Pipe Tester
 Post Hole Diggers - Air, Gas and Electric Power Broom Sweepers
 Power Tampers of all types, except as shown in Group 2
 Ram Set Gun and Stud Gun

Riprap - Stonepaver and Rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and Gabions and similar type
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
 Roto and Ditch Witch
 Rototiller
 Sand Blasters, Potmen, Gunmen and Nozzlemen
 Signaling and Rigging
 Tank Cleaners
 Tree Climbers
 Turbo Blaster
 Vibra-Screed - Bull float in connection with Laborers' work
 Vibrators

GROUP 1(a) - WAGE RATE

	6/26/06	6/25/07	6/30/08	6/29/09
RATE A	\$24.36	\$ *	\$ *	\$ *
RATE B	\$23.36	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 1(a)

Joy Drill Model TWM-2A
 Gardener - Denver Model DH-143 and similar type drills. (In accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, February 3, 1954.)
 Track Drillers
 Jack Leg Drillers
 Wagon Drillers
 Mechanical Drillers -- All types regardless of type or method of power
 Mechanical Pipe Layer -- All types regardless of type or method of power
 Blasters and Powderman
 All work of loading, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing
 High Scalers (including drilling of same)
 Tree Topper
 Bit Grinder

GROUP 1(b) - WAGE RATE

Sewer Cleaners shall receive four dollars (\$4.00) per day above Group 1 wage rates. "Sewer Cleaner" means any workman who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive five dollars (\$5.00) per day above Group 1 wage rates.

GROUP 1(c) WAGE RATE

EFFECTIVE DATE

	6/26/06	6/25/07	6/30/08	6/29/09
RATE A	\$24.19	\$ *	\$ *	\$ *
RATE B	\$23.19	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 1(c)

Burning and welding in connection with Laborers' work Synthetic thermoplastics and similar type welding.

GROUP 1(d) – WAGE RATE

Maintenance and Repair Trackmen and Road Beds and all employees performing work covered by this Agreement shall receive twenty-five cents (\$.25) per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1(e) - WAGE RATE

EFFECTIVE DATE

	6/26/06	6/25/07	6/30/08	6/29/09
RATE A	\$24.69	\$ *	\$ *	\$ *
RATE B	\$23.69	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 1(e)

Work on and/or in Bell Hole Footings and Shafts thereof, and work on and in Deep Footings (Deep Footing is a hole fifteen (15) feet or more in depth). In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds fifteen (15) feet, the contractor agrees to pay the deep footing wage rate to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

All work in the construction of tunnels and shafts shall be performed in accordance with the provisions of the Laborers' Tunnel Master Agreement for Northern California and the Individual Employer agrees to comply with all of the provisions of said Tunnel Agreement in such work.

Shaft is an excavation over fifteen (15) feet deep of any type, generally vertical in nature, but may decline from the vertical, and whose depth is greater than its largest horizontal dimension. It is specifically understood that Bell Hole Footings and Deep Footings are subject to the provisions of this Agreement, and all Shafts, Stopes, Raises and Tunnels are subject to the provisions of the Tunnel Master Agreement specified herein.

GROUP 1(f) - WAGE RATE

Wire winding machine in connection with Guniting or Shot Crete. (See Supplement No. 2)

EFFECTIVE DATE

	6/26/06	6/25/07	6/30/08	6/29/09
Aligner				
RATE A	\$24.72	\$ *	\$ *	\$ *
RATE B	\$23.72	\$ *	\$ *	\$ *
Helper-				
RATE A	\$23.74	\$ *	\$ *	\$ *
RATE B	\$22.74	\$ *	\$ *	\$ *

GROUP 1(g) - WAGE RATES FOR CONTRA COSTA COUNTY

EFFECTIVE DATE

	6/26/06	6/25/07	6/30/08	6/29/09
RATE	\$24.34	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 1(g)

Pipelayers (including grade checking in connection with pipelaying)

Caulkers

Banders

Pipewrappers

Conduit Layers

Plastic Pipe Layer

Pressure Pipe Tester

No joint pipe and stripping of same, including repair of voids

Precast Manhole Setters, cast in place manhole form setters

GROUP 1(h) – WAGE RATES

Laborers working off or with or from Bos'n Chairs, Swinging Scaffolds, or Belts shall receive twenty-five cents (\$.25) per hour above the applicable wage rate. This premium rate shall be reckoned by the day and half day. This shall not apply to Laborers entitled to receive the wage rate set forth in Group 1(a).

GROUP 2 - WAGE RATE

EFFECTIVE DATE

	6/26/06	6/25/07	6/30/08	6/29/09
RATE A	\$23.99	\$ *	\$ *	\$ *
RATE B	\$22.99	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 2

Asphalt Shovelers

Cement Dumpers and handling dry cement or gypsum

Choke-Setter and Rigger (clearing work)

Concrete Bucket Dumper and Chuteman

Concrete Chipping and Grinding

Concrete Laborers (wet or dry)

Drillers Helper, Chuck Tender, Nipper (One (1) Chuck Tender on single machine operation with minimum of one (1) Chuck Tender for each two (2) machines on multiple machine operations.

(Jackhammers are in no way involved in this item.)

Guinea Chaser (Stakeman), Grout Crew

High Pressure Nozzlemen, Adductors

Hydraulic Monitor (over 100 lbs. pressure)

Loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction

Pittsburgh Chipper, and similar type brush shredders

Sloper

Single foot, hand held, pneumatic tamper

All Pneumatic, Air, Gas and Electric Tools not listed in Groups 1 through 1(f)

Jacking of Pipe - under 12 inches

GROUP 3 - WAGE RATE

EFFECTIVE DATE

	6/26/06	6/25/07	6/30/08	6/29/09
RATE A	\$23.89	\$ *	\$ *	\$ *
RATE B	\$22.89	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 3

Construction Laborers, including Bridge Laborers and General Laborers

Dumpman, Load Spotter

Flagperson

Fire Watcher

Fence Erectors

Forklift

Guardrail Erectors

Gardeners, Horticultural and Landscape Laborers (See Supplement No. 4)

Jetting

Limbers, Brush Loaders and Pilers
 Pavement Markers (Button Setters)
 Maintenance, Repair Trackmen and Road Beds
 Escort Driver
 Skip Loader (up to and including ½ Cubic Yard)
 Streetcar and Railroad Construction Track Laborers
 Temporary Air and Water Lines, Victaulic or similar
 Tool Room Attendant (job site only)

GROUP 3(a) - WAGE RATE
 EFFECTIVE DATE

	6/26/06	6/25/07	6/30/08	6/29/09
RATE A	\$23.89	\$ *	\$ *	\$ *
RATE B	\$22.89	\$ *	\$ *	\$ *

CLASSIFICATION OF GROUP 3(a)

Composite Crew Person - Shall apply only to the operation of vehicles, when operated in conjunction with Laborers' duties.

GROUP 4 - WAGE RATE

EFFECTIVE DATE	6/26/06	6/25/07	6/30/08	6/29/09
RATE A	\$17.58	\$ *	\$ *	\$ *
RATE B	\$16.58	\$ *	\$ *	\$ *

CLASSIFICATIONS OF GROUP 4

All cleanup work of debris, grounds and building including but not limited to street cleaners
 Cleaning & Washing Windows (subject to provisions of Section 20A)
 Brick Cleaners (job site only)
 Watchman (Subject to provisions of Section 20A)
 Material Cleaners (job site only)

The classification "Material Cleaner" is to be utilized under the following conditions:

- A. At demolition sites for the salvage of the material.
- B. At the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C. The cleaning of salvage material at the Employer's job site or temporary job site yard.

The classification of "Material Cleaner" is not to be used to perform "form stripping cleaning and oiling and moving to the next point of erection."

Laborers that are to be used under the Group 4 classification rate shall be so notified and given the opportunity to accept or reject the employment offered according to Section 19 of the Laborers' Master Builders Agreement.

GROUP 5 - (Entry Level Laborer) WAGE RATE

EFFECTIVE DATE	6/26/06	6/25/07	6/30/08	6/29/09
2,000 hours	\$12.90	\$ *	\$ *	\$ *

*The Union and the Employer will meet at least ninety (90) days prior to the effective date of the negotiated future increases to mutually agree on the allocation of the increases. Allocation shall become effective thirty (30) days after mutual allocation notice is received, but in no event earlier than June 26, 2006, June 25, 2007, June 30, 2008 or June 29, 2009.

At the discretion of the Employer, the scope of work includes, but is not limited to:

Tending other crafts
Watermeter Installer
Residential Laborer

An Individual Employer may employ two (2) Entry Level Laborers for every four (4) regular Laborers on his payroll. Provided; further, the second (2nd) Entry Level Laborer would be permitted on a job or project only after four (4) regular Laborers are on the job or project.

Each Entry Level Laborer who completes the Basic Laborer Training Course at the Laborers' Training School shall receive three (3) months* (five hundred ten (510) hours) credit towards becoming a regular Laborer under the terms of this Agreement.

(*3 months at 170 hours per month = 510 hours.)

All other terms and conditions of this Agreement shall apply to all Entry Level Laborers. The provisions of this Group 5 shall not apply to the Tunnel Master Agreement.

SUPPLEMENT NO. 2
GUNITE, SHOTCRETE, PANELCRETE AND SIMILAR TYPE WORK INCLUDING
ALL PLACING, FINISHING AND PATCHING OF SHOTCRETE OR GUNITE

Hours and working conditions and wages shall be the same as in this Master Agreement except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/26/06	6/25/07	6/30/08	6/29/09
Structural Nozzleman				
RATE A	\$25.10	\$ *	\$ *	\$ *
RATE B	\$24.10	\$ *	\$ *	\$ *
Nozzleman, Gunman and Potman				
RATE A	\$24.60	\$ *	\$ *	\$ *
RATE B	\$23.60	\$ *	\$ *	\$ *
Rodman				
RATE A	\$24.60	\$ *	\$ *	\$ *
RATE B	\$23.60	\$ *	\$ *	\$ *
Groundman				
RATE A	\$24.60	\$ *	\$ *	\$ *
RATE B	\$23.60	\$ *	\$ *	\$ *
*Gunite Trainee				
RATE A	\$17.58	\$ *	\$ *	\$ *
RATE B	\$16.58	\$ *	\$ *	\$ *
Reboundman				
RATE A	\$24.01	\$ *	\$ *	\$ *
RATE B	\$23.01	\$ *	\$ *	\$ *
General Laborers				
RATE A	\$23.89	\$ *	\$ *	\$ *
RATE B	\$22.89	\$ *	\$ *	\$ *
Gunite Foreman				
RATE A	\$25.60	\$ *	\$ *	\$ *
RATE B	\$24.60	\$ *	\$ *	\$ *

*One trainee shall be allowed for each three (3) Journeymen on a crew. In the absence of the Journeyman, the trainee shall receive the Journeyman scale.

Travel from Jurisdiction of One Area to Another Area:

The Employer shall have the right to bring six (6) workers from one area into another area within the area covered by this Agreement. Such Employer shall notify the Local Union one day in advance of starting the job. Other workers will be obtained when available from the area where the work is to be performed.

Travel, Driving and Out of Town Expense Allowance:

On projects sixty (60) miles or more by the shortest and most direct regularly traveled route from the main office or permanently established area office of the individual employer, such employer shall provide each employee transportation either physically or by paying the cost of such transportation. If the employer chooses to pay the cost of such transportation the cost shall be determined at the rate of forty (\$0.40) cents per mile for each mile in excess of sixty (60) miles. Additionally the employee will be compensated at rate of one-half ($\frac{1}{2}$) of his straight time wage rate both to and from the job less seventy-five (75) minutes each way.

Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the employer's regularly established shop or yard to a jobsite shall be compensated at a rate of fifteen dollars and ninety-three cents (\$15.93) per hour. Any employee who is a passenger in and not directly responsible for the control of a company vehicle is deemed to be in the vehicle voluntarily and is not subject to compensation other than discussed above. Employees assigned company vehicles will not be compensated for travel to and from the project to their homes unless it is in excess of sixty (60) miles from the regularly established shop or yard.

Travel & Driving time is not subject to Section 28 (Fringe Benefits).

Employees required to stay out of town will be compensated at the rate of sixty dollars (\$60.00) per day for each night the employee is at the project location. If an employee arrives on a project on Monday and returns to his home on Friday he/she would be compensated for four (4) night's subsistence. At the employer's option on continuing projects the employee may be paid subsistence through the weekend or pay the travel to and from the project for every weekend that the employee return to such project. If the employer pays for the lodging the employee will be compensated at the rate of twenty dollars (\$20.00) per day for food and other out of town expenses.

SUPPLEMENT NO. 3 WRECKING WORK

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE

6/26/06 6/25/07 6/30/08 6/29/09

Skilled Wrecker - Group No. 1 (Removing and salvaging of sash, windows, doors, plumbing and electric fixtures.)

RATE A	\$24.14	\$ *	\$ *	\$ *
RATE B	\$23.14	\$ *	\$ *	\$ *

Semi-Skilled Wrecker - Group No. 2 (Salvaging of other building materials)

RATE A	\$23.99	\$ *	\$ *	\$ *
RATE B	\$22.99	\$ *	\$ *	\$ *

General Laborer - Group 4 (Includes all cleanup work, loading, lumber, loading and burning of debris)

RATE A	\$17.58	\$ *	\$ *	\$ *
RATE B	\$16.58	\$ *	\$ *	\$ *

SUPPLEMENT NO. 4
GARDENERS, HORTICULTURAL & LANDSCAPE WORKERS

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE

	6/26/06	6/25/07	6/30/08	6/29/09
Gardeners, Horticultural and Landscape Laborers				
(New Construction)				
RATE A	\$23.89	\$ *	\$ *	\$ *
RATE B	\$22.89	\$ *	\$ *	\$ *
Service Landscape Laborers (Establishment Warranty Period)				
RATE A	\$17.58	\$ *	\$ *	\$ *
RATE B	\$16.58	\$ *	\$ *	\$ *

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

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

LANDSCAPE LABORER TRAINEE

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

EFFECTIVE DATE

	6/26/06	6/25/07	6/30/08	6/29/09
RATE A				
1 st 6 mos. @ 70%	\$16.72	\$ *	\$ *	\$ *
2 nd 6 mos. @ 80%	\$19.11	\$ *	\$ *	\$ *
3 rd 6 mos. @ 90%	\$21.50	\$ *	\$ *	\$ *
RATE B				
1 st 6 mos. @ 70%	\$16.02	\$ *	\$ *	\$ *
2 nd 6 mos. @ 80%	\$18.31	\$ *	\$ *	\$ *
3 rd 6 mos. @ 90%	\$20.60	\$ *	\$ *	\$ *

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

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

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

SUPPLEMENT NO. 5
LABORERS' APPRENTICESHIP PROGRAM

1. **TERM OF APPRENTICESHIP:** The term of apprenticeship shall be three thousand (3,000) hours within eighteen (18) months. The first seven hundred fifty (750) hours, shall be a tryout or probationary period.
2. **RATIO:** A qualified Individual Employer may employ one (1) Apprentice when at least five (5) Journeymen are regularly employed, and one (1) additional Apprentice for each five (5) additional Journeymen.
3. **WORK TRAINING:** The Individual Employer shall see that all apprentices are under the supervision of a qualified Journeyman or instructor and shall provide the necessary diversified experience and training in order to train and develop the Apprentice into a skilled worker, proficient in all the work processes of a Construction Craft Laborer, as outlined herein. Apprentices shall also be trained in the use of new equipment, materials and processes as they come into use in the craft.
4. **WAGE/BENEFIT SCHEDULE:** Apprentices shall be paid not less than the following percentages of the current Journeyman rate:

<u>Period</u>	<u>Hours</u>	<u>Wage Rate Percentage (%)</u>	<u>Fringe Benefits</u>
1st Period	1-500 Hrs	65%	Health & Welfare, Training-Retraining/ Apprenticeship/LECET, Industry Funds*, Supplemental Dues
2nd Period	501-1000 Hrs	70%	Health & Welfare, Training-Retraining/ Apprenticeship/LECET, Industry Funds*, Supplemental Dues
3rd Period	1001-1500 Hrs	75%	Health & Welfare, Training-Retraining/ Apprenticeship/LECET, Industry Funds*, Supplemental Dues
4th Period	1501-2000 Hrs	80%	Full Benefits
5th Period	2001-2500 Hrs	85%	Full Benefits
6th Period	2501-3000 Hrs	90%	Full Benefits

* Industry Funds – Contract Administration/Market Preservation Fund, CEA/Laborers Contract Interpretation and Application Fund and Building Industry Stabilization Fund

SUPPLEMENT NO. 6

ZONE PAY

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

MAP DESCRIPTION FOR AREA FREE ZONE.

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

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

35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
36. Thence Westerly to the Southeast corner of Township 6N, Range 14E,
37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,
38. Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
39. Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,
42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
45. Thence Northerly to the Northeast corner of Township 22N, Range 8E,
46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
51. Thence Northerly to the Northeast corner of Township 32N, Range 6E,
52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,
54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
58. Thence Westerly to the Southeast corner of Township 39N, Range 2W,
59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
63. Thence Northerly to the California/Oregon State Border,
64. Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
65. Thence Southerly to the Southwest corner of Township 43N, Range 8W,
66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,
70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
75. Thence Southerly to the Southwest corner of Township 31N, Range 10W,
76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,

80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,
83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,
84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,
86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,
87. Thence Southerly to the Southwest corner of Township 14N, Range 15W,
88. Thence Easterly to the Northwest corner of Township 13N, Range 14W,
89. Thence Southerly to the Southwest corner of Township 13N, Range 14W,
90. Thence Easterly to the Northwest corner of Township 12N, Range 13W,
91. Thence Southerly to the Southwest corner of Township 12N, Range 13W,
92. Thence Easterly to the Northwest corner to Township 11N, Range 12W,
93. Thence Southerly into the Pacific Ocean, and,
94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
95. Thence Easterly to the Northwest corner of Township 1S, Range 2E,
96. Thence Southerly to the Southwest corner of Township 2S, Range 2E,
97. Thence Easterly to the Northwest corner of Township 3S, Range 3E,
98. Thence Southerly to the Southwest corner of Township 5S, Range 3E,
99. Thence Easterly to the Southeast corner of Township 5S, Range 4E,
100. Thence Northerly to the Northeast corner of Township 4S, Range 4E,
101. Thence Westerly to the Southeast corner of Township 3S, Range 3E,
102. Thence Northerly to the Northeast corner of Township 5N, Range 3E,
103. Thence Easterly to the Southeast corner of Township 6N, Range 5E,
104. Thence Northerly to the Northeast corner of Township 7N, Range 5E,
105. Thence Westerly to the Southeast corner to Township 8N, Range 3E,
106. Thence Northerly to the Northeast corner of Township 9N, Range 3E,
107. Thence Westerly to the Southeast corner of Township 10N, Range 1E,
108. Thence Northerly to the Northeast corner of Township 13N, Range 1E,
109. Thence Westerly into the Pacific Ocean,
excluding that portion of Northern California contained within the following lines:
110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo
Base and Meridian,
111. Thence Easterly to the Southeast corner of Township 12N, Range 16E,
112. Thence Northerly to the Northeast corner of Township 12N, Range 16E,
113. Thence Westerly to the Southeast corner of Township 13N, Range 15E,
114. Thence Northerly to the Northeast corner of Township 13N, Range 15E,
115. Thence Westerly to the Southeast corner of Township 14N, Range 14E,
116. Thence Northerly to the Northeast corner of Township 16N, Range 14E,
117. Thence Westerly to the Northwest corner of Township 16N, Range 12E,
118. Thence Southerly to the Southwest corner of Township 16N, Range 12E,
119. Thence Westerly to the Northwest corner of Township 15N, Range 11E,
120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N,
Range 11E.

Zone Pay and map changes shall apply for work bid after June 26, 2006.

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

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

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

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

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

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

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

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

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

SCHEDULE "A"

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS HIRING HALL LOCATIONS

Local	City	Street Address	Phone Number	Dispatch Hours
36	Daly City	6229-A Mission St.	650-756-6651	7:00-9:00 a.m.
67*	Oakland	8400 Enterprise Way, #119	510-569-4761	7:00-9:00 a.m.
67*	Sacramento	2717 Cottage Way, #12	916-482-2607	7:00-9:00 a.m.
73	Stockton	2841 E. Myrtle St.	209-466-3356	7:00-9:00 a.m.
139	Santa Rosa	81 Barham Avenue	707-542-1107	7:00-9:00 a.m.
166	Oakland	8400 Enterprise Way, Rm 109	510-568-0141	7:00-9:00 a.m.
185	Sacramento	1320 W. National Drive	916-928-8300	7:00-9:00 a.m.
185	Redding	2865 Churn Creek Rd., #D	530-221-0961	7:00-9:00 a.m.
185	Yuba City	1650 Sierra Ave., #206	530-674-4707	7:00-9:00 a.m.
261	San Francisco	3271 18th Street	415-826-4550	7:00-9:00 a.m.
270	San Jose	509 Emory St.	408-297-2620	7:00-9:00 a.m.
270	Santa Cruz	640 Eaton St.	831-475-7058	7:00-9:00 a.m.
291	San Rafael	4174 Redwood Highway	415-492-0936	7:00-9:00 a.m.
294	Fresno	5431 East Hedges Ave	559-255-3019	7:00-9:00 a.m.
294	Visalia	319 N. Church St	559-734-9426	7:00-9:00 a.m.
297	Salinas	117 Pajaro St	831-422-7077	7:00-9:00 a.m.
297	Monterey	254 Casa Verde Way	831-648-1081	7:00-9:00 a.m.
304	Hayward	29475 Mission Blvd	510-581-4681	7:00-9:00 a.m.
304	Oakland	425 Roland Way	510-562-2662	7:00-9:00 a.m.
304	Livermore	2063 Research Drive.	925-455-8292	7:00-9:00 a.m.
324	Martinez	611 Berrellesa St.	925-228-0930	7:00-9:00 a.m.
324	Pittsburg	1085 Cumberland	925-439-1021	7:00-9:00 a.m.
324	Richmond	101 S. 12th St.	510-234-1069	7:00-9:00 a.m.
324	Vallejo	2920 Sonoma Blvd, Ste B	707-643-7214	7:00-9:00 a.m.
389	San Mateo	300 – 7th Ave.	650-344-7168	7:00-9:00 a.m.
886	Oakland	8400 Enterprise Way, Rm 110	510-632-0161	7:00-9:00 a.m.
1130	Modesto	2549 Yosemite Blvd., Ste K	209-521-9883	7:00-9:00 a.m.

*Asbestos

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

2007-2012

CARPENTERS MASTER AGREEMENT FOR NORTHERN CALIFORNIA

Between

**CONSTRUCTION EMPLOYERS' ASSOCIATION
OF CALIFORNIA**

and

**CARPENTERS 46 NORTHERN CALIFORNIA
COUNTIES CONFERENCE BOARD**

of the

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**

CARPENTERS' MASTER AGREEMENT

2007-2012

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PREAMBLE

This Agreement represents a new beginning of cooperation between signatory employers and the Union in a mutual effort to retain and regain the major portions of the work within the geographic area for unionized construction. The successes of the Agreement will be judged on the ability of the signatory contractors to be successful in obtaining contracts where union employees will be employed.

CARPENTERS MASTER AGREEMENT (CEA)

46 Northern California Counties

2007-2012

SECTION 1

THIS MASTER AGREEMENT, made and entered into this 6th day of June, 2007, by and between the CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA (CEAC), MILLWRIGHT EMPLOYERS ASSOCIATION (MEA), CONCRETE CONTRACTORS ASSOCIATION (CCA), and NC CONTRACTORS ASSOCIATION (NCCA) and their respective members, herein referred to collectively as the Employer, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Northern California Carpenters Regional Council (NCCRC) and affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement amends, modifies, supplements, changes, extends and renews the Agreements dated June 16, 1971, July 18, 1974, June 16, 1977, June 16, 1980, September 1, 1982, January 1, 1986, April 1, 1988, June 16, 1992, June 16, 1996, May 25, 1999, June 3, 2003 and is effective July 1, 2007.

SECTION 2

TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the 1st day of July, 2007 through the 30th day of June, 2012, and shall continue thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June, 2012, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June of any subsequent year in which the Master Agreement may terminate, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

All notices required to be given to the Union shall be addressed to it at 265 Hegenberger Road, Suite 220, Oakland, California 94621.

While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided above. Notice to the Employer shall be deemed notice to all individual employers.

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

SECTION 2-A

CARPENTERS WORK PRESERVATION COMMITTEE

Notwithstanding the provisions of Section 2, the parties to the Agreement hereby establish a Committee composed of three (3) representatives appointed by the Carpenters 46 Northern California Counties Conference Board and three (3) representatives appointed by the Construction Employers' Association of California, Inc. This Committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to approve such changes as it deems to be in the best interest of the parties to the Agreement.

This Committee shall be empowered to develop rules and procedures, subject to the approval of the bargaining parties, to carry out the intent of the bargaining parties.

SECTION 3

AREA COVERED

The area covered by this Agreement shall be Northern California, consisting of the forty-six (46) counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County, and the westerly boundaries of Inyo and Mono Counties, to wit: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Sonoma, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

SECTION 4

WORK COVERED

All carpentry work on all construction, including, but not limited to, construction, erection, alteration, repair, modification, demolition, addition or improvement of or to a building or any other structure or construction.

All carpentry work on heavy, highway and engineering construction, including, but not limited to, the construction, improvement, modification and demolition of all or any part of streets, highways, bridges, viaducts, railroads, storage elevators, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, pipelines, offshore construction, or operations incidental to such heavy construction work.

Work in connection with new methods of construction or use of materials established or developed during the term of this Agreement, and the use and application of tools, devices, metal or plastic studs or any substitute thereof, metal or plastic forms or slip form procedures, mechanical power driven or otherwise, customarily and regularly used by carpenters, any mechanical or technological substitutes thereof, whether continuously or intermittently and which are regarded tools of the carpentry trade. This shall include though not be limited to the use and operation of forklifts, platform lifts and operation of concrete chutes.

All carpentry work in connection with plywood decking, beam sides and beam soffits and all concrete form work.

All carpentry work in connection with tilt-up construction including, but not limited to, benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, stripping of forms, rigging, setting, plumbing and aligning, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints, and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors, installation of laminated beams or precast structures, and operation of the forklift in reference to all of the above work.

All carpentry work in connection with displays, conventions, tradeshow and exhibitions.

All work in connection with self supporting scaffolds over fourteen feet (14') in height whether patent or otherwise constructed.

The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern, in all its branches and phases including pre-finished wood and hardwood products, such as nailing, filling, laying, stripping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and related work.

Work in connection with bleachers, computer floors, installation of Corian/Epoxy tops, installation of doors and hardware, installation of medical headwall cabinets, insulation for temperature and/or sound control, suspended ceilings, hardwood flooring (prefinished), and cork flooring.

Work in connection with toilet partitions, gameline painting on interior wood floors, astro/synthetic turf, installation and onsite construction of clean room structural components, pre-cast panel installation, linear air bar, if integrated into the suspended ceiling system, and window coverings/mini blinds.

Should an individual employer party to this Agreement perform work as a drywall contractor or drywall subcontractor, he shall do so under the terms and conditions of the current Drywall/Lathing Master Agreement between the Carpenters 46 Northern California Counties Conference Board and/or the NCCRC and the appropriate Drywall Contractors Association for the 46 Northern California Counties. However, drywall work which is incidental to the work of the individual employer may be performed under the terms and conditions of this Agreement.

Should an individual employer party to this Agreement perform work or subcontract work covered by the Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders Agreement, the individual employer shall observe the terms and conditions of said Agreement.

Should an individual employer party to this Agreement perform work or subcontract work covered by the Highway Addendum, the individual employer shall observe the terms and conditions of said Addendum.

Should an individual employer party to this Agreement perform work or subcontract work covered by the Office Modular Systems Addendum, the individual employer shall observe the terms and conditions of the Office Modular Systems Addendum.

SECTION 5

RECOGNITION OF EMPLOYER

The Union hereby recognizes the Employer as the sole and exclusive bargaining representative for their respective members, present and future, who are or hereafter become members.

SECTION 6

EMPLOYER MEMBERSHIP

This Agreement is made for and on behalf of and shall be binding upon all persons, firms or corporations under any name or style of doing business in the construction industry that, at the time of the execution of this Agreement are, or during the term hereof become, members of the Employer, in the area covered by this Agreement. A list of such individual employer members shall be furnished to the Union upon the execution of this Agreement, and thereafter shall be furnished to the Union not less often than once a month.

In addition, the Employer shall immediately notify the Union in writing whenever an individual employer becomes a member of the Employer. Notwithstanding the foregoing, the Union shall have the right, within 72 hours of receipt of said written notice, to object to any individual employer becoming a party to this Agreement and to insist upon, if appropriate, negotiations separately with that individual employer. Upon receiving such objection from the Union, this Agreement shall be null and void ab initio for all purposes as to that individual employer only. This paragraph does not apply to an individual employer that is signatory to an existing Agreement with the Union.

All individual employers shall be and remain liable under this Agreement for and during the term thereof, irrespective of whether such individual employers shall resign from membership in the

Employer or withdraw from the Carpenter Multiemployer Bargaining Section prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of said membership or withdrawal and remain in force for and during the term of this Agreement. Such individual employers shall be bound by any amendments, modifications, supplements, changes, extensions or renewals of or to this Agreement unless such individual employer gives written notice to the Union not more than ninety (90) days nor less than sixty (60) days prior to July 1, 2012 or July 1 of any year in which this Agreement may terminate.

SECTION 7

RECOGNITION OF UNION

The Union has requested recognition as the Section 9 (a) representative of the employees covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of the employees. The Employer and each individual employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its constituent bodies represents a majority of employees employed to perform bargaining unit work and agrees that the Union and or each of its constituents is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each individual employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this Agreement within the meaning of Section 9 (a) of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the NCCRC and all of its affiliated Local Unions.

Any dispute concerning this Section shall be resolved by the permanent neutral Arbitrator pursuant to the procedures set forth in Section 51 (Grievance Procedure) of this Agreement, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each individual employer, specifically agree that the permanent neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

SECTION 8

INDEPENDENT AGREEMENT

In the event the Union establishes special conditions for work covered by the Agreement, those special conditions shall be made available to the Employer or individual employers who wish to perform the designated work in the same locality as provided for in that immediate Area Agreement.

The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum to this Agreement which might be negotiated in any area covered by this Agreement between the Union, any individual employer or group of individual employers.

SECTION 9

LIABILITY OF THE PARTIES

This Agreement is made for and on behalf of, and shall be binding upon all persons, firms and corporations, who at the time of execution of this Agreement are members of Employer, or subsequently become members of Employer as defined in Section 6 (Employer Membership). This Agreement is binding upon each individual employer regardless of whether or not the individual employer changes the name or style or address of the business. Each individual employer, corporate or other legal entity, or its successor as per Section 6, shall be liable, subject to, and bound by this Agreement. It is agreed that the wages, hours, and working conditions of this Agreement are the wages, hours, and working conditions in the area covered by this Agreement.

Except as may be provided in Section 2 (Term of Agreement) of this Agreement, each employer individually signatory hereto waives any right that he or it may have to terminate, abrogate, repudiate, or cancel this Agreement during its terms, during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, or to file any Petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation.

SECTION 10

GENERAL SAVING CLAUSE

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement are therefore intended to apply no broader than that permitted by law.

SECTION 11

NO DISCRIMINATION

It is mutually agreed that the individual employer and the Union shall fully comply with all federal and state laws, including but not limited to all of the provisions of Title 7 of the Civil Rights Act of 1964, as amended; the California Fair Employment and Housing Act, as amended; and the Americans with Disabilities Act of 1991, as amended to the end that no person shall, on the grounds of age, sex, race, color, national origin, sexual orientation, gender, ancestry, disability as defined by the Americans with Disabilities Act of 1991 and the California Fair

Employment and Housing Act, or Vietnam Veteran status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of this Agreement.

It is further agreed that no person or applicant for employment shall be discriminated against or shall have his/her employment relationship affected by reason of his/her age except as provided in the Trust Agreement, rules and regulations, and statements of procedure governing the Carpenters Training Committee for Northern California.

Nothing in this section and no grievance filed pursuant to this section shall be deemed a waiver of any individual worker's statutory rights provided by federal and/or state laws.

Throughout this Agreement, wherever the masculine gender appears, the feminine form applies equally and may be substituted therefore.

SECTION 12

UNION SECURITY

- (1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual employer on work covered by this Agreement on the effective date of this Section 12 shall, as a condition of employment or continued employment, remain a member in good standing of the Union or the appropriate Local Union of the Union. Every other person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union or the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on the expiration of eight (8) days of employment, continuous or cumulative, on such work following the beginning of such employment or the effective date of this Section 12, whichever is later. Membership in any Local Union shall be available to any such person on the same terms and conditions generally applicable to other members. If Federal Law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Section 12, the Employer and the Union will promptly enter into negotiations with regard to such subject.
- (2) The individual employer shall not be required to discharge any employee pursuant to this Section 12 until a written notice from the appropriate Local Union of the Union of such employee's non-compliance with this Section 12, stating all pertinent facts showing such non-compliance, shall have been served upon such individual employer and two (2) working days shall have been allowed for compliance therewith.
- (3) No person (owner, partner, or officer of any individual employer) shall be permitted to perform work covered by this Agreement unless such person is covered by all the provisions of this Agreement including the payment of all Trust Fund contributions; provided, however, that not more than one (1) owner may be permitted to work with the tools under the same conditions with the exception of Section 12 (1). This section shall

not be interpreted so as to diminish work opportunity for employees covered by this Agreement.

Membership in good standing shall be defined as the tendering of uniform initiation fees and dues, including work fee.

SECTION 13

UNION REPRESENTATIVE

Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been or will be performed.

Where there are visitation restrictions imposed at the jobsite by entities other than the individual employer, the individual employer will use his best efforts to provide access to the site by the union representative.

SECTION 14

STEWARDS

- (1) A steward shall be a working journeyman employee, appointed by the Local Union or the NCCRC of the Union, who shall, in addition to his/her work as a journeyman be permitted to perform, during working hours, such of his/her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees that stewards shall be allowed a reasonable amount of time for the performance of such duties. The Field Representative shall notify immediately the individual employer of the appointment of each steward to be confirmed by letter.
- (2) No steward shall be laid off or terminated without concurrence of the appropriate Field Representative except for:
 1. Proven dishonesty.
 2. Excessive drinking.
 3. Chronic failure to report for work.
 4. Completion of the carpentry work on the job.

If a steward is discharged as permitted herein, written notice shall be given to the appropriate Local Union or the NCCRC defining the reasons for discharge.

- (3) Application or violation of this Section shall be subject to Section 51 "Grievance Procedure."

SECTION 15

NO STRIKE

Except as provided in this Section, there shall be no strike, lockout or work stoppage by any party hereto or any individual employer. The Union may withhold workers or picket the job of

any individual employer who fails to pay wages or is in violation of the Piece Rate Prohibition or Trust Fund Contribution provisions of this Agreement. The Union may withhold workers of any subcontractor who fails to pay wages or is in violation of the Piece Rate Prohibition or Trust Fund Contribution provisions of this Agreement. The Union, with five (5) days written notice to the individual employer may withhold workers or picket the job of any individual employer for violation of the Hiring Hall, Union Security or Subsistence provisions of this Agreement only if no dispute exists between the Employer and the Union concerning such alleged violation.

SECTION 16

JURISDICTIONAL DISPUTES

There shall be no cessation or interference in any way with any work of the Employer or any individual employer by reason of Jurisdictional Disputes between the Union and any other union with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves, or submitted to the International Presidents of the Unions involved in the dispute, for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the individual employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement. The individual employer shall be bound by an agreement between the General Presidents.

SECTION 17

PICKET LINES

The parties to this Agreement recognize that it is vital to the Unionized segment of the Construction Industry that the work opportunities of the employee and the individual employer signatory to this Agreement proceed without interruption because of disputes involving employers and/or unions not signatory to this Agreement.

The Union will not discipline, the individual employer will not permanently replace and the parties both agree not to threaten nor cause to be denied the rights of individual workers to respect primary picket lines established at or on the jobsites of the individual employer.

SECTION 18

EFFICIENCY

It is agreed that the carpenters, through their field representatives, use their efforts to encourage greater efficiency on the job and that they refrain from the solicitation of premium payments for employees represented by the Union. The employees and the Union shall use their efforts to encourage greater efficiency compatible with sound construction practices on the job and shall refrain from the solicitation of premium payments for employees.

Except as provided in Section 50 (Work Preservation, Contracting and Subcontracting) hereof, neither party to this Agreement shall by working rules or any other means or device, impose or direct any work limitations affecting quantity restrictions, quotas or units of production, either maximum or minimum, relating to work covered by this Agreement.

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

SECTION 19

SAFETY

The Union shall cooperate (1) with the individual employer and with each other in carrying out all of the individual employer's safety measures and practices for accident prevention and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole. The Union and the Employer recognize that drug and alcohol abuse creates an unsafe and inefficient work place. The individual employer must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual employers and their employees and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

The individual employer shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Union or the NCCRC is responsible for such implementation or maintenance.

All safety equipment required by State or Federal regulations, including hard hats, shall be provided and maintained by the individual employer without cost to his employees. Upon termination the employee shall return such equipment to the individual employer.

SECTION 20

PRE-JOB CONFERENCES

- (1) The individual employer shall at his option or at the option of the Union or the NCCRC call for a pre-job conference. If the Union or the NCCRC desires, it shall be entitled to a pre-job conference solely with the individual employer. The individual employer may include his subcontractors at such conference.
- (2) The individual employer shall advise the Union or the NCCRC in writing, at all times of the names (including trade names and names of individual proprietors or partners who signed the subcontract) and addresses of all subcontractors or his subcontractors employed or to be employed or contracted with for services to be performed under this Agreement. Such written notice shall be made at the pre-job conference or ten (10) days prior to the commencement of work by any such subcontractor.
- (3) The individual employer shall, upon request of the Union or the NCCRC, submit letters of past or present work assignment for purposes of clarifying questions of Union jurisdiction.

SECTION 21

AUDIT

Each individual employer upon request of the Union, the Employer, or any Trust Fund specified in this Agreement, shall permit the Trust Fund Auditors to review any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such individual employer during business hours at reasonable time or times to examine and copy such books, records, papers or reports of such individual employer as may be necessary to determine whether or not the individual employer is making full payment of all sums required by this Agreement. The decision as to the relevancy of records shall be made by the Joint Delinquency Subcommittee and their decision shall be binding on all parties. Such review shall be permitted not less than ten (10) working days after demand. If the individual employer cancels an audit appointment without appropriate two (2) hours' notice to the auditor, the cost of such lost time by the auditor shall be borne by the individual employer.

The cost of audit shall be borne by the individual employer if a shortage disclosed by the audit exceeds \$4,500.00 and is not the result of clerical error.

Trustees of the Trust Funds specified in this Agreement are authorized to determine the appropriate formula to be applied to compute appropriate Trust Fund contributions. The individual employer shall be required to comply with such Trust Fund formula and make payments to the Trust Funds immediately upon being advised of the amount due.

Any legal action to compel audit entry shall be filed in the Superior Court of the City and County of San Francisco, State of California, or the United States District Court for the Northern District of California.

Any individual employer who refuses audit entry shall pay all the legal fees and costs necessary for compliance of audit entry.

The Union has the right to withhold workers from any individual employer who refuses to make available relevant records necessary for the completion of the audit.

Information derived from the audit shall be confidential and used solely for the enforcement of this Agreement.

SECTION 22

WORK DAY

The regular work day shall be eight (8) consecutive hours (exclusive of lunch period) between the hours of 6:00 a.m. and 5:00 p.m.

Once the regular work day is established, it shall be for no less than five (5) consecutive regular work days and may be changed only by written notification from the individual employer to the appropriate District Office of the NCCRC.

The rate of pay for all hours worked other than the regular established work day shall be governed by Section 26, "Overtime."

Any employee who works more than five (5) hours without a meal period shall be paid for all work in excess of said five (5) hour period at the applicable overtime rate until a meal period is provided. (Such pay shall be reckoned by the hour and half-hour.)

Effective January 1, 2001, every individual employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an individual employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the work day. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at individual employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the individual employer shall make-up the missed rest period within the same work day or compensate the employee for the missed ten (10) minutes of rest time at his/her or her regular rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If an individual employer fails to provide an employee a rest period in accordance with the applicable provisions of this Section, the individual employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not provided.

All pay shall be reckoned by the day and half-day as follows: Employees who start work at the regular work day or shift shall receive four (4) hours pay or pay for actual hours worked, whichever is greater, regardless of the reason for the inability to complete the regular work day or shift. If the employee voluntarily quits, the employee shall receive pay only for actual hours worked.

Any dispute regarding the provisions of this Section shall be subject to Section 51 (Grievance Procedure) of this Agreement.

SECTION 23

SHIFT WORK

Shift work can only be established upon prior notice from the individual employer to the Union and shall be performed as follows:

Except as provided below, where multiple shifts are worked, if the individual employer elects to work the day shift between the hours of 6:00 A.M. and 5:30 P.M., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second shift shall work seven and one-half (7-1/2) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than three (3) consecutive work days.

On tenant improvement or renovation projects in occupied buildings with a total contract value of five (5) million dollars or less, the individual employer may perform multiple shift operations on the basis of eight (8) hours pay for eight (8) hours work on all shifts at the regular straight-time rate.

Overtime rates shall be paid for all hours worked on the second or third shift if less than three (3) consecutive days are worked. The provisions of this Section 23 with regard to rates of pay for shift work shall apply solely to the portion of the job which requires shift operations.

When it is a condition of securing the work, a special single shift may be established that will be for no less than three (3) consecutive days, for off hours between Monday and Friday, and will allow for eight (8) hours pay for eight (8) hours work. Work in excess of eight (8) hours per day shall be subject to the overtime provisions of this Agreement.

All work in excess of eight (8) hours on Saturday and all work on Sundays and holidays shall be double time.

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contribution shall be computed at the rate of time and one-half or double the required rate of payments or contributions per hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing overtime, either under this Agreement, the Fair Labor Standards Act, the Walsh-Healey Act or any other law.

On shift work (a) workers working a shift who come off work on Saturday morning at 8:00 A.M., are to be considered working Friday; (b) workers working a shift who come off work on Sunday morning at 8:00 A.M., are to be considered working Saturday; and (c) workers working a shift who come off work on Monday morning at 8:00 A.M., are to be considered working Sunday.

All regularly scheduled shift work performed on Saturday, Sunday and holidays, shall be in accordance with the overtime rates herein specified. All such work shall be performed under the terms and conditions of this Section 23 as to hours worked and rate of pay.

SECTION 24

WORK WEEK

The regular work week shall consist of forty (40) hours of work Monday through Friday. In the event that work cannot be performed Monday through Friday or Tuesday through Friday (4 X 10 work week) because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rate. In the event that work cannot be performed Monday through Thursday (4 X 10 work week) because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Friday and shall be paid at the applicable straight-time rate. As a courtesy, the individual employer shall advise the appropriate District Office of the NCCRC whenever it intends to implement the Saturday (or Friday for a 4 X 10 Monday through Thursday work week) make-up day. (The NCCRC District Office phone numbers are as follows: Northern (916) 641-1041, Southern (408) 445-3000, and Central (510) 568-4788.)

Four (4) by Ten (10) work week (4 x 10): An individual employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours, Monday through Thursday or Tuesday through Friday, provided the appropriate District Office of the NCCRC is notified in advance. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. After twelve (12) hours, double time shall be paid. In the event two (2) shifts are employed, nine and one-half (9-1/2) consecutive hours work, (on the second (2nd) shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

On Residential projects as described in Appendix C, "Residential Addendum" the work week shall remain as contained therein.

SECTION 25

HOLIDAYS

The following are nationally recognized holidays covered by this Agreement: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

The parties have agreed that the following four (4) days of each year will be selected by the Union as designated off/holidays:

2007: Friday, May 25th; Friday, August 31st; Monday, December 24th; Monday, December 31st.

2008: Friday, February 15th; Friday, May 23rd; Friday, August 29th; Friday, December 26th.

2009: Friday, January 2nd; Friday, February 13th; Friday, May 22nd; Friday, September 4th.

2010: Friday, February 12th; Friday, May 28th; Friday, July 2nd; Friday, September 3rd.

2011: Friday, February 18th; Friday, May 27th; Friday, July 1st; Friday, September 2nd.

2012: Friday, May 25th; Friday, August 31st; Monday, December 24th; Monday, December 31st.

The four designated off/collectively bargained holidays shall be governed by Section 26 "Overtime."

SECTION 26

OVERTIME

- A. On all building construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on Saturdays.

Time and one-half shall be paid for the first eight (8) hours worked on the four (4) designated off/collectively bargained holidays.

Double time shall be paid on all other holidays referenced in Section 25 (Holidays).

All other time shall be paid at double the straight time rate.

- B. On all heavy, highway and engineering construction, including but not limited to the construction, improvement, modification, and demolition of all or any part of streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, or operations incidental to such heavy construction work; the first (1st) four (4) hours prior to the start of the regular or approved day or the first (1st) four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half.

Time and one-half shall be paid for the first (1st) ten (10) hours worked on Saturdays.

Time and one-half shall be paid for the first (1st) eight (8) hours worked on the four (4) designated off/collectively bargained holidays.

Double time shall be paid on all other holidays referenced in Section 25 (Holidays).

All other time shall be paid at double the straight time rate.

SECTION 27

PARKING

In the event free parking facilities are not available within 1320 feet (measured by the most direct route on a dedicated vehicular public thoroughfare) of a jobsite, the individual employer will provide such facilities and the individual employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the individual employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking area shall be drained and hard surface.

SECTION 28

TOOLS

Carpenters and apprentices shall furnish their own tools, but shall not furnish, rent or lease horses, ladders, mitre boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering individual employer's materials or equipment, or any kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this section, the individual carpenter shall provide a toolbox with a lock. If necessary the employee shall be allowed a reasonable amount of time during the work week to sharpen tools on the individual employer's time.

The individual employer shall provide a reasonably secure place where his employees may keep their tools. Where ten (10) or more carpenters are employed on any one (1) job or project the individual employer shall provide a separate tool house, or a separate compartment of a tool house under lock and key, for the exclusive use of carpenters. Failure on the part of the individual employer to comply with the provisions hereof shall be referred to the Joint Adjustment Board. If any individual employee's full kit of working tools is lost by reason of fire or theft while in the individual employer's care, the individual employer shall reimburse the employee for such loss up to a maximum of seven hundred and fifty dollars (\$750). Within two (2) working days from the date of claim for loss of tools as provided herein, the individual employer shall acknowledge liability therefore or reject the claim.

SECTION 29

PICKUP TIME

A carpenter shall be entitled to pickup time, which shall not be less than five (5) or more than fifteen (15) minutes at the end of each work day, the particular amount of such pickup time depending upon accessibility to the area to which the employee is assigned. The amount of pickup time shall be determined by mutual agreement at a jobsite conference between representatives of the individual employer and the Union.

SECTION 30

SHOW UP TIME, TERMINATION PAY AND DISCHARGE

Other than on the first (1st) day of dispatch, in which case two (2) hours shall apply, workers who report for work, for whom no employment is provided, shall be entitled to four (4) hours pay, except where bad weather conditions beyond the control of the individual employer prevent employment.

Payments of contributions to each of the Trust Funds provided for in this Agreement shall be made with respect to payments required by this Section 30.

Except as hereinafter provided, carpenters who start work, but are discharged between the hours of 8:00 A.M. and 12:00 noon, shall receive four (4) hours pay; carpenters starting work at 8:00 A.M. who are discharged between the hours of 12:00 noon and 4:30 P.M. shall receive pay only for hours worked.

Carpenters discharged on the first (1st) day of employment for inefficiency, insubordination or intoxication, shall receive pay only for hours worked. Carpenters who voluntarily quit shall receive pay only for hours worked.

DISCHARGED EMPLOYEE: Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular work day to assemble their tools in addition to the normal pickup time prevailing on the job.

After forty (40) hours of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to Section 51, the grievance and arbitration provision of this Agreement. The individual employer during the first forty (40) hours of employment may reject or discharge any employee for any reason.

Discharge for cause shall be in writing to the employee.

SECTION 31

PAYMENT OF WAGES

An employee who works the full designated work week shall receive on the last day of that work week pay for not less than the number of hours worked on the Monday of that same work week.

Each individual employer shall provide with each payroll check an itemized check stub showing separately the date of issuance, each contribution and deduction made from the payroll period covered by the check or a separate statement showing the name of the employee, the name and the individual employer's contractor's license number and/or address and the employee's social security number. There shall be no cash payment of any nature or kind whatsoever. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section 31. An individual employer may pay employees utilizing direct deposit, as provided under California law. Payment by direct deposit shall be at the employee's

option and not as a condition of employment. Late deposits shall be subject to Section 31, paragraph 3. Final compensation shall be paid by check.

Should an individual employer compensate an employee with a check for which payment is refused by the individual employer's bank because of insufficient funds, or should an individual employer fail to pay his employees on the regular, established pay day for his job, the obligation of the individual employer to the individual employee shall continue at the employee's regular straight time rate for a period not to exceed forty (40) hours, notwithstanding the above, unless the refusal of payment by the bank is due to the bank's error or omission or to circumstances which are beyond the control of the individual employer. Any question concerning responsibility of the individual employer on whether the omission is beyond his control shall be subject to the grievance procedure of this Agreement. Nothing herein shall, however, prevent the individual employer from changing his payroll date upon five (5) days' notice to the appropriate Local Union of the Union that the employee's pay date is being changed.

If terminated by the individual employer for any reason the employee shall be paid immediately in full. His pay status shall continue for each calendar day until pay is received; provided, however, that not more than eight (8) hours pay shall be charged for any calendar day with a maximum of five (5) days.

SECTION 32

PROHIBITION OF PIECE WORK

No person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Payments by cash or second or multiple checks or combination thereof and/or the payment of excessive travel time, bonuses or other payments as "Travel Pay" or "Subsistence," where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement.

If at the time of an audit, piece work or bonus payments are discovered, those amounts will be subject to the conversion formula as set forth in Section 21 (Audit). The foregoing shall not apply to an annual bonus paid to supervisors.

SECTION 33

NONUNION FABRICATED MATERIALS

To the extent permitted by law, the individual employer will not require Carpenters to handle nonunion fabricated materials.

SECTION 34

INJURY

Employees who are, as a result of industrial injury, unable to complete a full day's work, shall nevertheless be paid for the full day on which such injury occurred; provided the attending physician has certified to the employee's inability to complete his/her regular assigned work on that day of such injury.

An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided that any such prior industrial injury has not caused the applicant to be incapable of satisfactorily performing the duties and functions required by the job to which he/she is assigned or would be assigned.

SECTION 35 DOCUMENT SIGNING

No employee or applicant for employment will be required as a condition of employment or continued employment to sign any document not required by law.

SECTION 36 SUBCONTRACTOR RECORDS

On residential construction, excluding alteration and repair, the individual employer shall keep a record of all hours worked by persons performing work covered by this Agreement for each subcontractor on each separate job or project.

It is recognized and acknowledged that with respect to certain subcontracted functions such as installation of stairways, formica tops, and marlite, it would be difficult and impractical to record the precise hours worked at such function. On such work the individual employer shall make an estimate of the hours worked by the installing subcontractor. These records shall be submitted monthly to the Trust Funds specified in this Agreement.

SECTION 37 BONDING

The Union may require of any individual employer who is delinquent in Trust Fund contributions and/or whose payroll checks have been returned for insufficient funds ("bounced"), that such individual employer be required to provide a bond not less than \$5,000.00 or more than \$75,000.00 at the option of the Union or Trust Fund to insure payment of his payroll and/or Trust Fund contributions. An acceptable letter from responsible party or joint checks may be substituted for bond requirement. It shall not be a violation of this Agreement for the Union to withdraw carpenters from the job(s) of such individual employer who may upon demand and notice, fail or refuse to present such bond to the Carpenter Funds Administrative Office, 265 Hegenberger Road, Suite 100, Oakland, California 94621-1480. In the event the defaulting individual employer is a subcontractor of a prime contractor signatory hereto, the latter will be notified and given opportunity to post bond as herein provided prior to the withdrawal of carpenters from the job(s); provided, however, the bonding company is approved by the Carpenter Funds Administrative Office for Northern California, Inc.

SECTION 38 APPENDICES

The following appendices attached to this Carpenters Master Agreement are incorporated herein and shall be part of this Agreement as though fully set forth herein: Subsistence (Appendix A), Millwrights (Appendix B), Residential (Appendix C), Insulators (Appendix D), Scaffold Erection (Appendix E) and Bridge Structure and Highway Related (Appendix F).

SECTION 39 WAGE RATES

The following shall be the classifications and minimum hourly rates during the term of this Agreement for the effective dates noted and in the areas listed.

A. Area 1, consisting of the following counties:

Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma:

Journeyman wage rates effective	7-01-07
Carpenters	33.25
Bridge Builder/Highway Carpenters	33.25
Hardwood Floorlayers	33.40
Shinglers	33.40
Power Saw Operators	33.40
Steel Scaffold & Steel Shoring Erectors	33.40
Saw Filers	33.40
Millwrights	33.35

B. Area 2, consisting of the following counties:

Monterey, San Benito and Santa Cruz:

1. Journeyman wage rates effective	7-01-07
Carpenters	27.37
Bridge Builder/Highway Carpenters	33.25
Hardwood Floorlayers	27.52
Shinglers	27.52
Power Saw Operators	27.52
Steel Scaffold & Steel Shoring Erectors	27.52
Saw Filers	27.52
Millwrights	29.87

2. In Area 2, for projects with a total base bid project value of fifty million dollars (\$50,000,000) or more that are bid or negotiated on or after July 1, 2004 and prior to July 1, 2007 or, for public works projects, as required by the applicable prevailing wage determination, wage rates for the duration of the project shall be three dollars and fifty cents (\$3.50) per hour above the applicable Area 2 wage rates as set forth in Section 39 B (1) above, except for the Bridge Builder/Highway Carpenter classification. In addition, the scheduled increases set forth in Section F shall apply to such projects. These rates shall not apply to wood frame residential construction of three (3) stories or less. Where there is a published or advertised estimate of the construction costs for a project, such estimate shall determine "the total base bid project value," for purposes of the fifty million dollar (\$50,000,000) threshold. In addition, the following provisions shall apply in determining "the total base bid project value:"

The Employer shall meet and confer with the Union prior to the bid and/or execution of negotiated contract to jointly determine the appropriate rate. Employers failing to participate in this process shall incur monetary liability should it later be determined that the fifty million dollar (\$50,000,000) threshold was surpassed.

Private Bid and Negotiated Work: In all scenarios, the following Divisions shall be considered "traditionally included work." Customarily included items, supplied by the owner shall be included when defining the applicability of the fifty million dollar (\$50,000,000) threshold.

Division 1 – General Requirements
Division 2 – Site Work & Demolition
Division 3 – Concrete
Division 4 – Masonry
Division 5 – Metals
Division 6 – Wood & Plastics
Division 7 – Thermal & Moisture Protection
Division 8 – Doors & Windows
Division 9 – Finishes
Division 10 – Specialties
Division 11 – Equipment
Division 12 – Furnishings
Division 13 – Special Construction
Division 14 – Conveying Systems
Division 15 – Mechanical
Division 16 – Electrical

Equipment: Equipment, which is integral to the function of the building, customarily furnished and/or installed by the contractor shall be included in the determination of the total base bid value.

Phased Projects: Where the work is phased under a single contract, the cumulative total of the contract shall determine the total base value.

Public Work: The parties to the agreement shall meet and confer and failing to reach an agreement shall request the awarding body, its designee and/or the Department of Industrial Relations to issue a determination of the project value. If the awarding body fails to issue a determination, the total base bid (excluding alternates) shall govern.

C. Area 3, consisting of the following counties:

Sacramento, San Joaquin, Yolo, Western Placer* and Western El Dorado*:

1.	Journeyman wage rates effective	7-01-07
	Carpenters	26.02
	Bridge Builder/Highway Carpenters	33.25
	Hardwood Floorlayers	26.17
	Shinglers	26.17
	Power Saw Operators	26.17
	Steel Scaffold & Steel Shoring Erectors	26.17
	Saw Filers	26.17
	Millwrights	28.52

*Western Placer County includes territory west of and including Highway 49. Western El Dorado County includes territory west of and including Highway 49 and territory inside the city limits of Placerville.

2. In Area 3, for projects with a total base bid project value of fifty million dollars (\$50,000,000) or more that are bid or negotiated on or after July 1, 2004 and prior to July 1, 2007 or, for public works projects, as required by the applicable prevailing wage determination, wage rates for the duration of the project shall be three dollars and fifty cents (\$3.50) per hour above the applicable Area 3 wage rates as set forth in Section 39 C (1) above, except for the Bridge Builder/Highway Carpenter classification. In addition, the scheduled increases set forth in Section F shall apply to such projects. These rates shall not apply to wood frame residential construction of three (3) stories or less. Where there is a published or advertised estimate of the construction costs for a project, such estimate shall determine "the total base bid project value," for purposes of the fifty million dollar (\$50,000,000) threshold. In addition, the following provisions shall apply in determining "the total base bid project value:"

The Employer shall meet and confer with the Union prior to the bid and/or execution of negotiated contract to jointly determine the appropriate rate. Employers failing to participate in this process shall incur monetary liability should it later be determined that the fifty million dollar (\$50,000,000)

threshold was surpassed.

Private Bid and Negotiated Work: In all scenarios, the following Divisions shall be considered “traditionally included work.” Customarily included items, supplied by the owner shall be included when defining the applicability of the fifty million dollar (\$50,000,000) threshold.

Division 1 – General Requirements
Division 2 – Site Work & Demolition
Division 3 – Concrete
Division 4 – Masonry
Division 5 – Metals
Division 6 – Wood & Plastics
Division 7 – Thermal & Moisture Protection
Division 8 – Doors & Windows
Division 9 – Finishes
Division 10 – Specialties
Division 11 – Equipment
Division 12 – Furnishings
Division 13 – Special Construction
Division 14 – Conveying Systems
Division 15 – Mechanical
Division 16 – Electrical

Equipment: Equipment, which is integral to the function of the building, customarily furnished and/or installed by the contractor shall be included in the determination of the total base bid value.

Phased Projects: Where the work is phased under a single contract, the cumulative total of the contract shall determine the total base value.

Public Work: The parties to the agreement shall meet and confer and failing to reach an agreement shall request the awarding body, its designee and/or the Department of Industrial Relations to issue a determination of the project value. If the awarding body fails to issue a determination, the total base bid (excluding alternates) shall govern.

D. Area 4, consisting of the following counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado*, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer*, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba:

1. Journeyman wage rates effective 7-01-07

Carpenters	26.02
Bridge Builder/Highway Carpenters	33.25
Hardwood Floorlayers	26.17
Shinglers	26.17
Power Saw Operators	26.17
Steel Scaffold & Steel Shoring	
Erectors	26.17
Saw Filers	26.17
Millwrights	28.52

*Eastern Placer County includes territory east of Highway 49. Eastern El Dorado County includes territory east of Highway 49, excluding territory inside the city limits of Placerville.

2. In Area 4, for projects with a total base bid project value of fifty million dollars (\$50,000,000) or more that are bid or negotiated on or after July 1, 2004 and prior to July 1, 2007 or, for public works projects, as required by the applicable prevailing wage determination, wage rates for the duration of the project shall be three dollars and fifty cents (\$3.50) per hour above the applicable Area 4 wage rates as set forth in Section 39 D (1) above, except for the Bridge Builder/Highway Carpenter classification. In addition, the scheduled increases set forth in Section F shall apply to such projects. These rates shall not apply to wood frame residential construction of three (3) stories or less. Where there is a published or advertised estimate of the construction costs for a project, such estimate shall determine "the total base bid project value," for purposes of the fifty million dollar (\$50,000,000) threshold. In addition, the following provisions shall apply in determining "the total base bid project value:"

The Employer shall meet and confer with the Union prior to the bid and/or execution of negotiated contract to jointly determine the appropriate rate. Employers failing to participate in this process shall incur monetary liability should it later be determined that the fifty million dollar (\$50,000,000) threshold was surpassed.

Private Bid and Negotiated Work: In all scenarios, the following Divisions shall be considered "traditionally included work." Customarily included items, supplied by the owner shall be included when defining the applicability of the fifty million dollar (\$50,000,000) threshold.

Division 1 – General Requirements
Division 2 – Site Work & Demolition
Division 3 – Concrete
Division 4 – Masonry
Division 5 – Metals
Division 6 – Wood & Plastics

Division 7 – Thermal & Moisture Protection
 Division 8 – Doors & Windows
 Division 9 – Finishes
 Division 10 – Specialties
 Division 11 – Equipment
 Division 12 – Furnishings
 Division 13 – Special Construction
 Division 14 – Conveying Systems
 Division 15 – Mechanical
 Division 16 – Electrical

Equipment: Equipment, which is integral to the function of the building, customarily furnished and/or installed by the contractor shall be included in the determination of the total base bid value.

Phased Projects: Where the work is phased under a single contract, the cumulative total of the contract shall determine the total base value.

Public Work: The parties to the agreement shall meet and confer and failing to reach an agreement shall request the awarding body, its designee and/or the Department of Industrial Relations to issue a determination of the project value. If the awarding body fails to issue a determination, the total base bid (excluding alternates) shall govern.

E. Fringe Benefit Hourly Rates – Entire 46 Counties Area
 (July 1, 2007 through June 30, 2008)

Effective dates:	7-01-07
Health & Welfare	8.55
Pension	4.55
Carpenters Annuity	1.75
Vacation (Carpenters)	1.75
Work Fee	1.29
Training	.43
Industry Promotion	.07
UBC Health & Safety Fund	.04
Carpenters Work Preservation	.05
Carpenter Employers Contract	
Administration	.07

See Appendix B for Millwright fringe benefit rates.

F. Future Wage and/or Fringe Benefit Considerations: (2008-2012)

July 1, 2008 -	\$2.80* \$.07 Work Fee (as per Section 43A of this Agreement)
January 1, 2009 -	\$.45 wage increase (applies only to Area 3 – Counties of Sacramento, Yolo, San Joaquin, Western Placer and Western El Dorado) (Does not apply to Bridge Builder/Highway Carpenter classification.)
July 1, 2009 -	\$2.90* \$.08 Work Fee (as per Section 43A of this Agreement)
January 1, 2010 -	\$.45 wage increase (applies only to Area 3 – Counties of Sacramento, Yolo, San Joaquin, Western Placer and Western El Dorado) (Does not apply to Bridge Builder/Highway Carpenter classification.)
July 1, 2010 -	\$3.10* \$.08 Work Fee (as per Section 43A of this Agreement)
January 1, 2011 -	\$.45 wage increase (applies only to Area 3 – Counties of Sacramento, Yolo, San Joaquin, Western Placer and Western El Dorado) (Does not apply to Bridge Builder/Highway Carpenter classification.)
July 1, 2011 -	\$3.70* ** \$.08 Work Fee (as per Section 43A of this Agreement)

* Total package increases include \$.50 per year pre-allocated to Health & Welfare, \$.50 per year pre-allocated to Pension, \$.05 per year pre-allocated to Apprenticeship, and \$.05 per year pre-allocated to Vacation. The Union reserves the right to reallocate.

** Includes “Incentive” Memorandum of Understanding expressly and permanently waiving fifty cents (\$.50) per hour, effective July 1, 2011, for employers who extend a future new Agreement.

When an individual project encompasses two (2) geographic wage areas, the higher of the two (2) wage rates shall apply to the entire project.

G. Apprentice Wage Percentage Schedule:

The wage rates for apprentices shall be the following percentages of the applicable journeyman classification in the appropriate geographical area. Wage and fringe benefit increases for all apprentices shall be governed by the individual Joint Apprentice Training Committees (based on calendar months, work hours and completion of mandatory training classes).

First Period: 0 to 6 months.	60%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Carpenter Employers Contract Administration
Second Period: 7 to 12 months. . .	65%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Carpenter Employers Contract Administration
Third Period: 13 to 18 months. . .	70%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fourth Period: 19 to 24 months. . .	75%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fifth Period: 25 to 30 months. . . .	80%	Full Fringes
Sixth Period: 31 to 36 months. . . .	85%	Full Fringes
Seventh Period: 37 to 42 months. .	90%	Full Fringes
Eighth Period: 43 to 48 months. . .	95%	Full Fringes

The following conditions shall be applicable to the classification "Power Saw Operators" and "Steel Scaffold Erectors and/or Steel Shoring Erectors":

- (1) If an employee is hired initially as a Power Saw Operator or as a Steel Scaffold Erector and/or Steel Shoring Erector, he shall receive the rate for such classification until he is assigned to work in another classification.
- (2) If an employee already employed on a job is assigned to perform Power Saw Operating duties or Steel Scaffold and/or Steel Shoring Erecting duties, he shall receive the rate of the Power Saw Operator classification or the Steel Scaffold Erector and/or Steel Shoring Erector's classification, as the case may be, for the actual hours worked in such classifications.
- (3) The operation of a hand-operated skill saw shall not be considered as the performance of Power Saw Operating duties and shall not carry the rate for the Power Saw Operator classification.
- (4) Men working from Bos'n chairs, swinging scaffolds, or suspended from a rope, cable, or from a safety belt or any device used as a substitute for in lieu thereof shall receive fifty cents (\$.50) per hour above the applicable journeyman or apprentice rate.

The premium specified in this section shall be reckoned by the hour.

When an employee uses survey instruments he shall receive not less than the rate of pay for his regular classification.

Provisions concerning special conditions for Millwrights are set forth in Appendix B of this Agreement and are a part thereof.

The term "Journeyman Carpenter" as used herein means an employee who is qualified by experience and ability to perform work with carpenters' tools, carpenters' level and other such tools or survey instruments as are normally used by carpenters in the performance of carpenters' work.

The foregoing shall be applicable to all work in connection with the building and erection of timber trusses. The framing, assembling and building of the trusses, the raising and putting them in place and the rigging and signaling when power equipment is used are all under the jurisdiction of the United Brotherhood of Carpenters.

The term "Apprentice Carpenter" as used herein means an employee as defined from time to time as an apprentice in the Apprenticeship Standards for the Carpentry Trade in the 46 Counties, who shall be permitted to perform any work done by a journeyman carpenter. The term of apprenticeship shall not exceed a period of four (4) years. It shall be a contractual obligation of contractors party to this Agreement, to re-employ apprentices laid off due to lack of work before employing new apprentices.

An individual employer shall employ apprentices only in accordance with the provisions of this Agreement and the applicable rules and regulations of the Carpenters Training Committee and the Apprenticeship Standards.

An individual employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeymen regularly employed by him and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him. The first apprentice may not be employed until at least two (2) journeymen are regularly employed by the individual employer. Any individual employer employing five (5) journeymen shall, while employing five (5) journeymen, also employ at least one (1) apprentice. For each additional five (5) journeymen then in his employ, he shall employ at least one (1) additional apprentice.

FOREMAN: Effective July 1, 2000, should the individual employer determine to use any foremen, they shall be paid ten percent (10%) above the appropriate journeyman's wage rate. The individual employer shall have the right to determine, in his sole and unlimited discretion, the need for any number of foremen. There shall be a minimum of one (1) foreman for each permanent shop maintained by specialty contractors and/or prime contractors hiring more than three (3) journeymen carpenters.

GENERAL FOREMAN: The rate for general foremen shall be twenty percent (20%) above the straight time rate for foremen. Whether an employee shall be designated general foreman, the person who shall be so designated and the specific assignment for such person shall be within the sole and exclusive judgment of the individual employer and such determination to appoint a general foreman, or not to do so, shall not be subject to the Grievance Procedure (Section 51) of this Agreement.

No person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence," where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement. The foregoing shall not apply to an annual bonus paid to Supervisors.

SECTION 40

HEALTH AND WELFARE

Each individual employer covered by this Agreement shall contribute to the Carpenters Health and Welfare Trust Fund for California, the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement for the purpose of providing Health and Welfare benefits for such employees.

Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1953, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

SECTION 41 PENSION PLAN

Each individual employer covered by this Agreement shall contribute to the Carpenters Pension Trust Fund for Northern California the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Pension benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 19, 1958, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is a Defined Benefit Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

SECTION 42 ANNUITY PLAN

Each individual employer covered by this Agreement shall contribute to the Carpenters Annuity Trust Fund for Northern California the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Annuity benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 1, 1981, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

SECTION 42-A

401(K) PLAN

Effective September 1, 2008, each individual employer covered by this Agreement shall contribute in a timely manner, compliant with Federal Law, to the Northern California Carpenters 401(k) Trust Fund, on behalf of each employee covered by this Agreement who has voluntarily elected to participate in the 401(k) Plan the amount specified on an Enrollment/Contribution Change form filed by the employee with his/her individual employer not to exceed the Internal Revenue Code Section 402(g) limit. The contribution amounts, which are voluntarily deferred from wages, and the frequency of change of the deferral will be governed by the various Plan documents of the Northern California Carpenters 401(k) Trust Fund.

Only those employees covered by this Agreement that are eligible to receive Annuity Fund contributions are eligible to participate in the 401(k) Plan. Owners, partners and superintendents covered by Section 46 of this Agreement are eligible to participate in the 401(k) Plan provided those individuals are current participants in the Annuity Plan and provided that Annuity contributions are remitted for all corresponding periods in which 401(k) contributions are made on behalf of the Owner, partner, or superintendent.

Each contributing individual employer agrees to be bound to that certain Trust Agreement establishing the Fund dated August 1, 2008, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

SECTION 43

VACATION AND HOLIDAY PLAN

Each individual employer covered by this Agreement shall contribute to the Carpenters Vacation and Holiday Trust Fund for Northern California the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Vacation and Holiday benefits for such employees. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated May 1, 1972, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contribution shall be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the individual employer to this Trust Fund.

The parties agree that up to a maximum of \$100,000 in any one calendar year shall be provided to insure employer contributions to the Vacation and Holiday Fund, which after all practical legal and administrative means of collection available to the Fund and the Union have been exhausted, have been declared uncollectible by the Joint Delinquency Committee of the Northern California Carpenter Trust Funds. Of this amount, up to \$50,000 shall be provided by the Union; and up to \$50,000 shall be provided by the Construction Industry Advancement Fund and the California Construction Advancement Program, in proportion to the amount of contributions received in the calendar year by such Fund and Program, respectively.

SECTION 43-A WORK FEE

Effective for all work performed on and after July 1, 2007, it is agreed that upon written authorization, provided by the Union, as required by law, the amount designated below shall be deducted from the Vacation and Holiday benefit of each worker and remitted directly to the Union, or the appropriate Local Union or the NCCRC of the Union, as the Union may from time to time direct. The amount of the deduction shall be specified on a statement transmitted to the worker. Such remittance shall be made to the Union not less than twelve (12) times per year.

Effective July 1, 2006, the amount to be paid by the 46 Counties Work Fee option, in connection with the Vacation and Holiday contribution shall be an amount equal to two and one-half percent (2.5%) of the total hourly wage-fringe benefit package of the highest carpenter journeyman classification as defined in Area 1 in this Agreement (excluding Industry Promotion, Contract Administration, and Construction Industry Advancement Fund contributions) in effect on July 1, 2006 or to be in effect July 1, of each succeeding year, to be effective July 1, of such succeeding year.

The amounts referred to herein shall be remitted by the individual employer as follows:

1. The individual employer shall include such amount in the single check mailed with his/her combined employer report of contributions to the Depository Bank for the Northern California Carpenter Trust Funds.
2. In such report the individual employer shall designate the Depository Bank as his/her or its agent to receive written dues authorizations from employees covered by this Agreement pursuant to Section 302 (c) (4) of the Labor-Management Relations Act, as amended, and any revocation of such authorizations, and shall

direct the Bank (a) to deposit the monies reported under the column headed Work Fee (Column B) in a special account, (b) to transfer monthly from such account the monies paid with respect to the work of each employee who has on file with the Bank an unrevoked dues authorization in a form complying with law to the account of the Union as Work Fee and (c) to transfer the remaining monies in said account to the Carpenters Vacation and Holiday Trust Fund for Northern California for credit to the Vacation and Holiday accounts of the other employees. Any delinquency in the payment of such amount shall be subject to the same liquidated damage, interest and other delinquency provisions applicable to contributions to the Northern California Carpenter Trust Funds.

It is the intent and purpose of the parties to comply fully with all laws, rules and regulations applicable to the Work Fee provided by this Section. If any provision of this Section, or any procedure in the implementation or administration of this Section, is determined to violate any such law, rule or regulation, the parties will promptly enter into lawful negotiations to correct such violation.

The Union shall exonerate, reimburse and save harmless the Employer, each individual employer, the Bank or other depository designated pursuant to this Section, and the Carpenter Funds Administrative Office of Northern California, Inc., and their respective officers, directors, agents, and employees, individually and collectively, against any and all liabilities and reasonable expenses arising out of the payment, receipt or a distribution of the amounts listed in Section 39 (Wage Rates) for Work Fee.

SECTION 44

CARPENTERS TRAINING TRUST FOR NORTHERN CALIFORNIA

Each individual employer covered by this Agreement shall contribute to the Carpenters Training Trust for Northern California the amount listed in Section 39 (Wage Rates) for each hour worked by each employee covered by this Agreement for the purpose of providing training and education benefits for such employees.

Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1963, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contributions with respect to any employee or the work of any employee.

SECTION 45

CONTRACT ADMINISTRATION, CALIFORNIA BUILDERS ADVANCEMENT PROGRAM, CALIFORNIA CONSTRUCTION ADVANCEMENT PROGRAM, BUILDERS INDUSTRY PROMOTION TRUST, CONSTRUCTION INDUSTRY ADVANCEMENT FUND AND THE BUILDING INDUSTRY TRUST

Effective July 1, 2003, a total contribution of sixteen cents (\$.16) per hour for each hour worked or paid for shall be paid to the California Builders Advancement Program, the California

Construction Advancement Program, the Builders Industry Promotion Trust Fund, the Carpenter Employers Contract Administration Trust Fund, and the Building Industry Trust as follows:

California Construction Advancement Program - Effective July 1, 2003, each signatory individual memorandum employer shall contribute the sum of one cent (\$.01) per hour worked or paid for to the California Construction Advancement Program which is established for the purpose of protecting, improving and advancing the interests and welfare of the construction industry and its individual employers and employees. The individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the California Construction Advancement Program dated September 12, 1974, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

California Builders Advancement Program - Effective July 1, 2003, each signatory employer shall contribute the sum of one cent (\$.01) per hour worked or paid for to the California Builders Advancement Program which shall be established for the purpose of protecting, improving and advancing the interests and welfare of the unionized building construction industry and its individual employers and employees. Effective July 1, 2005, each signatory employer who is a member of the Construction Employers' Association (CEA) or any other association which may so designate, shall contribute the sum of three cents (\$.03) per hour worked or paid for to the California Builders Advancement Program. The individual employer hereby adopts and agrees to be bound by the terms of the Trust Agreement creating the California Builders Advancement Program, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

Builders Industry Promotion Trust Fund - Effective July 1, 2003, each signatory employer shall contribute the sum of three cents (\$.03) per hour worked or paid for to the Builders Industry Promotion Trust Fund which is established for the purpose of protecting, improving and advancing the interests and welfare of the building construction industry and its individual employers and employees. The individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Builders Industry Promotion Trust Fund dated January 1, 1992, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

Construction Industry Advancement Fund - Effective July 1, 2003, each signatory employer who is a member of the Home Builders Association (HBA) shall contribute the sum of three cents (\$.03) per hour worked or paid for to the Construction Industry Advancement Fund Program which is established for the purpose of protecting, improving and advancing the interests and welfare of the construction industry and its individual employers and employees. The individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Construction Industry Advancement Fund Administrative Agreement dated March 5, 1979, as such

might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

Building Industry Trust– Effective July 1, 2005, each signatory individual memorandum employer shall contribute the sum of two cents (\$.02) per hour worked or paid for to the Building Industry Trust which shall be established for the purpose of protecting, improving and advancing the interests and welfare of the unionized building construction industry and its individual employers and employees as provided for in the Labor Management Cooperation Act of 1978 and Section 302 (c) (9) of the Labor Management Relations Act, as amended (29 U.S.C. 186 (c) (9)). Effective July 1, 2003, each signatory employer who is a member of the Construction Employers' Association (CEA) or any other association which may so designate, shall contribute the sum of one cent (\$.01) per hour worked or paid for to the Building Industry Trust. The individual employer hereby adopts and agrees to be bound by the terms of the Trust Agreement creating the Building Industry Trust, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

Carpenter Employers Contract Administration Trust Fund - Effective July 1, 2003, each signatory employer shall contribute the sum of seven cents (\$.07) per hour worked or paid for to the Carpenter Employers Contract Administration Trust Fund which is established for the purpose of administering the collective bargaining agreement through the grievance procedure or otherwise on behalf of all individual employers signatory to this Agreement. At the discretion of the Trustees of said Trust, contributions to the Carpenter Employers Contract Administration Trust Fund may be increased up to an additional two cents (\$.02) per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees. The individual employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Carpenter Employers Contract Administration Trust Fund dated January 1, 1986, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

All contributions and payments required pursuant to this Section or pursuant to the Trusts created hereunder shall not be deemed wages due to the employees with respect to whose work such contributions and payments are made.

NOTE: The amount of contributions is subject to further negotiation between the parties, provided, however, that the total amount referred to in this section will not be increased but may be subject to redistribution by agreement of the parties.

SECTION 45-A

CARPENTERS WORK PRESERVATION COMMITTEE TRUST

Effective July 1, 2005, each signatory employer shall contribute the sum of five cents (\$.05) per hour for each hour worked or paid for to the Carpenters Work Preservation Committee Trust Fund. Each individual employer hereby adopts and agrees to be bound by the terms of the certain

Trust Agreement creating the Carpenters Work Preservation Committee dated January 1, 1986, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determination of the trustees of said Trust. At the discretion of the trustees of said Trust, contributions for the Carpenters Work Preservation Committee Trust Fund may be increased up to an additional three cents (\$.03) per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees.

The Carpenters Work Preservation Committee Trust is established for the purpose of administering the Carpenters Work Preservation Committee as referred to in Section 2-A of this Agreement.

The Carpenters Work Preservation Committee Trust has been created as a tax qualified jointly trusteed trust fund, the purposes of which are to perform the work preservation functions and those functions permitted pursuant to the Labor Management Cooperation Act of 1978 (29 U.S.C. 175 et seq.) and Section 302 (c) (9) of the Labor Management Relations Act, as amended (29 U.S.C. 186 (c) (9)).

It is further agreed that any funds contributed to such fund or funds created for the purposes set forth herein shall not be used for any membership solicitation by any contributor or participant to the Trust Agreement or Trust Agreements or Corporate Articles and By-Laws formed shall be accessible to any signatory employer or employers without regard to membership or non-membership in any employer association which may be signatory to an agreement requiring contributions to the fund or funds created pursuant to this Agreement.

All contributions and payments required pursuant to this Section or pursuant to the Trusts created hereunder shall not be deemed wages due to the employees with respect to whose work such contributions and payments are made.

SECTION 45-B UBC HEALTH & SAFETY FUND

Each signatory employer shall contribute to the United Brotherhood of Carpenters and Joiners of America Health & Safety Fund ("Health Fund") the amount listed in Section 39 (Wage Rates) for each hour worked by each employee covered by this Agreement. Each individual employer agrees to be bound by the Agreement and Declaration of Trust for the Health and Safety Fund dated April 2, 1990, as it exists and as it may be amended or restated and to such rules, regulations and other governing documents adopted pursuant to such Trust.

SECTION 46 CONTRIBUTIONS FOR SUPERINTENDENTS

A. The Union and the Employer agree that when employees are working in a supervisory position above the rank of foreman or general foreman (where it appears in this Agreement), the individual employer may make payments with respect to the employee's work into the Carpenters Health and Welfare Trust Fund for California on the basis of 145 hours per month, regardless of the number of hours worked by any such employee in a month, and into the

Carpenters Pension Trust Fund for Northern California on the basis of either a minimum of 145 hours per month regardless of the number of hours worked by any such employee in a month, or on the basis of actual hours worked if greater than 145, but not less than 145 hours per month in accordance with the schedules set forth in the Master Agreement; provided, however, the individual employer having made one (1) such payment on an employee shall continue to make such payments so long as the employee is in his employ.

- B. The Union and the Employer agree that when an employee is working in a supervisory position above the rank of foreman, and when Health and Welfare and Pension contributions are made on that employee's behalf as provided in Section 46 A, the individual employer may make payments with respect to the employee's work into the Carpenters Annuity Trust Fund for Northern California established by this Agreement on the basis of a minimum of 145 hours per month regardless of the number of hours worked by any such employee in a month, or on the basis of actual hours worked if greater than 145, but not less than 145 hours per month, in accordance with the schedules set forth in the Agreement; provided, however, the individual employer having made one (1) payment on any employee shall continue to make such payments so long as the employee is in his employ.
- C. The Union and the Employer agree that the individual employers covered by this Master Agreement may cover owners or partners in the Carpenters Trust Funds (as in Section 46 A & B), provided that such individual is performing work within the 46 Northern California Counties area and that, if not an owner or partner would be working as a journeyman carpenter under the terms of this Master Agreement and provided further that the individual employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual continues to perform work for the individual employer within the 46 Northern California Counties area in the capacity of an owner or partner by paying contributions with respect to the work of such an individual into the Carpenters Health and Welfare Trust Fund for California on the basis of 145 hours per month regardless of the number of hours worked by any such individual in a month, and into the Carpenters Pension Trust Fund for Northern California on the basis of either a minimum of 145 hours per month regardless of the number of hours worked by any such individual in a month, or on the basis of actual hours worked if greater than 145, but not less than 145 hours per month, and furthermore when the individual employer elects to cover owners or partners for Health and Welfare and Pension as provided in this Section 46 C, the individual employer may make payments with respect to those same owners or partners, into the Carpenters Annuity Trust Fund for Northern California on the basis of either a minimum of 145 hours per month regardless of the number of hours worked by any such owner or partner in a month, or on the basis of actual hours worked if greater than 145, but not less than 145 hours per month, in accordance with the hourly contribution rates set forth in this Master Agreement. Such individual shall be deemed an employee covered by this Agreement solely for the purpose of participating in said Trust Funds and shall have no other rights or privileges under this Agreement as an employee.

SECTION 47

BASIS FOR CONTRIBUTIONS

Payment of contributions for benefits as provided in Sections 40, 41, 42, 43, 43-A, 44, 45, 45-A and 45-B shall be based upon all hours for which an employee has received payment; provided, however, that contributions shall not become compounded by overtime and all overtime hours for purposes of fringe benefit contributions shall be considered straight time hours.

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

SECTION 48

SUBSISTENCE

All subsistence shall be governed by the provisions of Appendix A of this Agreement.

SECTION 49

HIRING

1. The NCCRC shall establish and maintain open and nondiscriminatory employment lists for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such lists.
2. The individual employer shall first call upon the appropriate Local Union of the NCCRC having work and area jurisdiction for such workers as he or it may from time to time need, and such Local Union shall furnish the individual employer the required number of qualified and competent workers and skilled mechanics of the classifications needed by the individual employer in accordance with the provisions of this Section 49.
3. It shall be the responsibility of the individual employer when ordering workers, to give the appropriate Local Union all pertinent information regarding the workers' employment.
4. The Local Union will furnish in accordance with the request of the individual employer such workers of the classifications needed from among those entered on said lists to the individual employer by use of written referral in the following order of preference and the selection of workers for referral to jobs shall be on a nondiscriminatory basis:
 - (a) Workers specifically requested by name who have been laid off or terminated as journeymen carpenters in the geographic area of the Local Union or the NCCRC, as the case may be, within three (3) years before such request by a requesting

individual employer or a joint venture of which one (1) or more members is a former employer now desiring to re-employ the same workers, provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.

There shall be no restriction on the mobility of workers employed by individual employers in the 46 Northern California Counties.

- (b) Effective January 1, 2008, for those classifications for which the Carpenters Training Committee offers journeymen certifications, such workers whose names are entered on said lists, who are certified and who are available for employment.
 - (c) Workers who within the five (5) years immediately preceding the individual employer's order for workers, have performed work of the type covered by this Agreement within the geographic area of the Agreement, provided such workers are available for employment.
 - (d) Workers whose names are entered on said lists and who are available for employment.
5. When ordering workers of the skills required, the individual employer will give notice to the appropriate Local Union if possible not later than 2:30 P.M. of the day prior (Monday through Friday) or, in any event, not less than seventeen (17) hours, if possible, before the required reporting time and in the event that forty-eight (48) hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the individual employer may procure workers from any source or sources. If workers are so employed, the individual employer shall promptly report to the appropriate Local Union having work and area jurisdiction, each such worker by name. In emergency cases workers may be dispatched other than at such dispatching times.
6. Subject to the foregoing, the individual employer shall have complete freedom of selectivity in hiring and the individual employer retains the right to reject any job applicant referred by the Union for any reason. The individual employer may discharge any employee for just cause as defined in Section 30 (Show-up Time, Termination Pay and Discharge); provided, there shall be no discrimination on the part of the individual employer against any employee for activities on behalf of or representation of the Union not interfering with the proper performance of his duties.
7. It is agreed that, notwithstanding the provisions of this section, the first Foreman and up to twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be employees designated by the individual employer.

Further, an additional twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be selected by the individual employer from workers who are registered on the out-of-work list and who are members

of the Local Union having jurisdiction over the job or project at any location in the 46 Northern California Counties.

It is further agreed that, notwithstanding the provisions of this subsection, up to fifty percent (50%) of the employees employed to perform work covered by this Agreement on any residential project may be employees designated by the individual employer.

In all cases such employees shall be subject to the provisions of Section 12, (Union Security), and must be properly registered on the appropriate Local Union work list before dispatched.

The ratio of twenty-five percent (25%) and fifty percent (50%) to other employees shall not be increased during any time with respect to the job. Whenever employees are laid off, the ratio cannot be increased.

8. Available for employment shall mean:
 - (a) All individuals seeking employment under Subsection 1 of this section above shall comply with NCCRC policy regarding regularly established roll call time.
 - (b) All individuals eligible for referral shall be present at the Local Union during dispatching hours; provided they may be present at a location where they can be reached by telephone if they live in a remote area. This may be waived if, due to extenuating circumstances they cannot be personally present.
9. Dispatching hours shall be determined by the NCCRC Hiring Hall Policy.
10. Each individual, upon being referred, shall receive a referral slip to be transmitted to the individual employer representative at the jobsite, indicating his/her name, address, social security number, type of job, date of proposed employment and date of referral. If requested by the individual employer, the referral slip shall be transmitted via facsimile to the individual employer representative at the jobsite.
11. To ensure the maintenance of a current registration list, all individuals who do not re-register within two (2) weeks of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this section they shall maintain their previous position on such list.
12. Individuals shall be eliminated from the registration list for the following reasons:
 - (a) Dispatched to the job – except that any individual who is rejected by the individual employer or who has received no more than the equivalent of forty (40) hours straight time pay shall retain his/her position on said list.
 - (b) Failing to accept suitable employment two (2) times during the current week at the time of dispatch. Employment which cannot be reached by an individual

because of lack of transportation shall not be deemed suitable as to such individual.

- (c) Unavailable for employment during the current week.
 - (d) Any individual dispatched to a job who fails to report for work or voluntarily terminated prior to receiving the equivalent of forty (40) hours pay shall be placed at the bottom of the list, provided he or she re-registers.
13. The Local Union shall place at the end of the journeyman registration list any person on the list who demonstrates a lack of journeyman skills, qualifications, or work ethic. A person's lack of skills, qualifications, or work ethic shall be based on the following: at least three (3) different individual employers have documented in writing within a nine (9) month period the person's lack of skills, qualifications or work ethic.
- A person placed at the end of the registration list shall be referred to the Carpenters Training Committee for testing and evaluation. If the Training Committee determines that the person has the skills and qualifications of a journeyman carpenter, such person shall be reinstated to his/her place on the registration list. If the Training Committee determines that the person does not have the required skills and qualifications of a journeyman, the Training Committee shall prescribe a course of training and the person shall remain where they were placed on the registration list.
- Once a person receives three letters, the person shall not be able to select any classification on the list for which he/she has received a letter, until he/she is evaluated by the Training Committee. Written notification shall be presented to the journeyman at the time of termination and a copy shall be sent to the Union.
- After evaluation, the person shall not be able to select any classification on the list for which he/she has been determined to lack the required skills and qualifications until he/she successfully completes the course of training prescribed by the Training Committee.
14. No individual who is rejected by the individual employer shall be referred to such individual employer with respect to the same request pursuant to which he was initially referred.
15. The Local Unions shall post in places where notices to applicants for employment with the individual employer are customarily posted, all provisions relating to the functions of the hiring arrangements, including the provisions set forth in this section, and each individual employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements, including the provisions set forth in this section.
16. Selection of applicants for referral to jobs pursuant to this Agreement shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or

obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Section 12 (Union Security) of this Agreement.

Any person, including an individual employer aggrieved by the operation of the hiring hall provisions of this section, has the right to submit his grievance to permanent hiring hall neutral arbitrator who shall be Gerald R. McKay or his successor, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) work days after occurrence of the grievance. The neutral hiring hall arbitrator shall have full power to adjust the grievance and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of each Local Union or the NCCRC. Notices required by this subsection shall be mailed or delivered to Gerald R. McKay, P.O. Box 406, Burlingame, CA 94011-0406. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of the arbitration should be borne equally by the Employer and the Union regardless of which Local Union, NCCRC or individual employer is involved.

17. Any person dispatched in accordance with this Section by accepting such dispatch shall be deemed to have assigned to the Union his/her rights to collect unpaid wages or Trust Fund contributions.
18. The procedural rules for the operation of the NCCRC Hiring Hall shall be those Uniform Hiring Hall rules as established, amended or modified from time to time by the NCCRC pursuant to its Bylaws.
19. It is the intent of the parties through a labor-management committee to provide a journeyman certification process for the following skills: welding, concrete, scaffolding, lifts, doors and hardware, bridge building and metal framing.

SECTION 50

WORK PRESERVATION, CONTRACTING AND SUBCONTRACTING

1. The purpose of this Section 50 is to preserve and protect the work opportunities that will be available to employees covered by this Agreement at the jobsite or job yard.
2. The terms and conditions of this Agreement, insofar as it affects the Employer and the individual employer, shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement to be performed at the jobsite or job yard, and said subcontractor with respect to such work shall be considered as an individual employer covered by this Agreement.
3. If an individual employer shall subcontract work herein defined, the work will be subcontracted to a subcontractor signatory to the appropriate Agreement with the Union. Such subcontract shall state that such subcontractor is or agrees to become signatory to an appropriate Agreement with the Union and will comply with all the terms and provisions

of said Agreement including the payments of wages, Trust Fund contributions and fringe benefit payments. A copy of the subcontract and signature shall be furnished to the Union upon request.

4. The term "subcontractor" means any person, corporation or other entity, other than an employee covered by this Agreement, who agrees, orally or in writing, to perform for, or on behalf of the individual employer, any part or portion of the work covered by this Agreement. The subcontractor shall be properly licensed as required by the California State Contractors License Law.
5. The individual employer will give written notice to the NCCRC and/or Millwrights Local 102, (see Appendix B, Section 15) as the case may be, of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract and/or prior to commencement of work by the subcontractor, unless such notice is prevented by emergency conditions, and shall specify the name and address of the subcontractor.
 - 5a. If thereafter the subcontractor becomes delinquent in the payment of any wages, Trust Fund contributions, or fringe benefit payments, then the NCCRC, Local Union or the Trust Fund office shall give prompt notice of the delinquency, confirmed in writing, to the individual employer and to the subcontractor. The notice shall specify the name and amounts, if known, of the delinquency.
 - 5b. Said notification by the NCCRC, Local Union or the Trust Fund office shall be provided within twenty (20) days of publication of the Delinquency list provided by the Trust Funds or if in the case of failure to pay wages five (5) days from the applicable pay day. If such notice is given, the individual employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within ninety (90) days prior to the receipt of said notice from the Union, and said individual employer may withhold the amount claimed to be delinquent out of the sums due and owing by the individual employer to such subcontractor.
 - 5c. Notwithstanding the provision set forth above, if the subcontractor is found in violation of the hiring provisions of this Agreement, pursuant to the provision of Section 51 (Grievance Procedure), and the Union is unable to collect from the subcontractor the damages determined to be owing for such violation, the individual employer shall then be liable for the payment of such damages. The total of this liability, as it would apply to the individual employer, shall be no more than five (5) days' violation or the total of the subcontractor's retention being held by the individual employer, whichever amount is greater.
6. If the individual employer fails to give written notice as required in this Section 50, he shall, until notice is received, assume liability for any violation of the terms and conditions of this Agreement at that particular jobsite or job yard, as may be determined by Section 51 (Grievance Procedure). If the subcontractor is signatory or otherwise bound to an Agreement with the Union, the individual employer shall be liable only for delinquencies as set forth in subsection 5a of this Section 50 for work on that jobsite or

job yard. If the subcontractor is not in compliance with this Agreement then the individual employer shall be liable for any violation of this Agreement on that jobsite or job yard.

7. If the Union or the NCCRC should make demand in writing for exercise of this Section, the individual employer will require that any subcontractor of the individual employer specified in the demand will, if he has not already done so, post a surety bond in an amount not to exceed \$75,000.00 to cover payments of wages, Trust Fund contributions and fringe benefit payments specified in this Agreement. Failure of the individual employer to comply with this Section within two (2) days of demand will make the individual employer liable for the delinquencies of the subcontractor occurring on the individual employer's specific job. (The amount of the bonds specified in this subsection in no way affects the amounts specified for bonding purposes elsewhere in this Agreement.)
8. Notwithstanding any other provision of this Agreement or this Section 50, on any residential construction, all work covered by this Agreement shall be performed by the individual employer or prime carpentry contractor, and no such work shall be subcontracted to any other contractor except the installation of foundations, overhead garage doors, plastic sink tops, hardwood floors, roof and exterior wall shingles, traditional normal drywall, patio glass sliding doors, stairs, underlayment, base, acoustical ceilings, steel scaffolding, lathing and insulation. The individual employer or prime carpentry contractor shall provide all materials and the individual employer or prime carpentry contractor shall employ all employees covered by this Agreement who shall be shown on its payroll records except as provided herein. The remedies for default provided in this Section 50 shall apply directly to the individual employer or prime carpentry contractor. The individual employer or prime carpentry contractor shall be responsible for and shall directly employ employees covered by this Agreement to perform all work in connection with the construction of all walls and roof framing, installation of all sub-flooring, all exterior sheathing, installation of all metal or wood sash, doors, installation of all trim, installation of all types of cabinets, wardrobes and sliding doors.
9. The individual employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the individual employer elect to subcontract, the individual employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the individual employer to bargain collectively pursuant to Section 8(A) (5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but for no other statute, rule, regulations or law.
10. The provisions of this Section may be enforced only through the grievance and arbitration provisions of this Agreement.
11. It is the intent of the parties to enforce the provisions of this Section only to the extent permitted by law.

12. Notwithstanding any provisions of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Section shall not be enforced by strike action or any other form of job shutdown or work interference; provided, however, that the rights provided in Section 51 (Grievance Procedure) of this Agreement are retained to enforce primary obligations of any individual employer.
13. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time, or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section. The foregoing shall not apply to an annual bonus paid to supervisors.
14. No subcontract shall be in compliance with this Section if the effect of such subcontract is to diminish, eliminate or circumvent the payment of wages and fringe benefits to employees covered by this Agreement.

SECTION 51

GRIEVANCE PROCEDURE

Any dispute concerning any application or interpretations of this Agreement shall be subject to the following procedure:

1. In the event that a dispute arises on a job, it shall be first reported to the individual employer and/or the Field Representative of the appropriate Local Union or the NCCRC who shall then attempt to adjust said grievance or dispute at the jobsite level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or the NCCRC or otherwise authorized Union Representative and the individual employer or his representative within three (3) days after submission to the individual employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of one (1) member named by the Union, one (1) member named by the Association and an Impartial Arbitrator. The parties shall select an alternate to the permanent neutral Arbitrator who shall serve only in the event the permanent neutral Arbitrator is unable to serve. At any point in the proceedings should the panel be unable to reach a majority vote the Arbitrator shall participate and his decision shall be final and binding.
5. In addition to any rule or procedure which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:

- (a) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator. Any transcript ordered by any party shall be at the expense of the party ordering the transcript.
 - (b) In the case of deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing, unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
 - (c) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. By agreement of both parties, the Impartial Arbitrator may be changed or replaced.
 - (d) The Board of Adjustment or the Arbitrator may fashion an appropriate remedy to resolve the issue including, but not limited to, back pay, money damages, injunctive relief, audit, payment of wages and fringe benefits to persons damaged by the contract violations, interest or attorneys' fees.
 - (e) Any grievance involving an individual employer not a member of any of the signatory associations shall be submitted directly to the Arbitrator unless the individual employer agrees to submit the matter to the Board of Adjustment.
- 6. Disputes arising out of work assignment, which are governed by Section 16 (Jurisdictional Disputes) will not be heard at these panels.
 - 7. The Board of Adjustment shall meet within forty-five (45) days on any item properly before the Board. Failure of either party to meet or to participate shall cause the Board or Arbitrator to hear and decide the matter on a default basis.
 - 8. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto.
 - 9. In the event an individual employer fails to comply with any such decisions, the Union may withdraw employees or strike the individual employer, and such action shall not be a violation of this Agreement so long as such noncompliance continues, provided, however, that the Union may not enforce the provisions of Section 50 (Subcontracting) by economic action or picketing.
 - 10. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne equally by the parties hereto.
 - 11. No proceeding hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Arbitrator or Board may for good cause, accept a late submission, which shall then be decided by the Board of Adjustment.

12. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this section as set forth in the rules and procedures, which may be amended from time to time by the parties.
13. A decision of the Board of Adjustment by majority vote, or the decision of a permanent Arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California, or the United States District Court for the Northern District of California. Any party who fails or refuses to comply with a decision of a Board of Adjustment or an award of the Arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law, unless the petition is denied.
14. All hearings of the Board of Adjustment shall be in the City and County of San Francisco, and/or County of Alameda, unless mutually agreed to move to another location.
15. Other than matters concerning discharge, no proceedings mentioned hereinabove on any dispute, complaint or grievance shall be recognized unless called to the attention of the Employer and the Union within thirty (30) days after the last date the alleged violation was committed.
16. On all cases relating to discharge or discipline, employees must file their grievances with the Local Union or the NCCRC within three (3) working days after the imposition of the discharge or discipline. Thereafter, the Local Union or the NCCRC must file its grievance with the Board of Adjustment within four (4) working days after the employee files his grievance. The Board shall meet within seven (7) working days following submission of the grievance. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of the individual employer against any employee for activities on behalf of or representation of the Union not interfering with the proper performance of his duties.
17. If failure of a Board of Adjustment to meet within one week (7 working days) is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above seven (7) working days. If the Employer or individual employer, or Arbitrator is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this document this 6th day of June, 2007 in Oakland, California.

**THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE
BOARD, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

On behalf of:

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL

for Local Unions No.: 22, 25, 34, 35, 46, 102, 152, 180, 217, 262, 405, 505, 605, 701, 713, 751, 1109, 1240, 1496, 1599, 1618, 1789, 1861, 2035, 2236, 9068, 9083, 9109 and 9144.

By _____ By _____
Robert Alvarado, Chairman William Feyling, Executive Director

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA

By _____ By _____
William Stronck, President Larry Nibbi, Chairman
Carpenters Craft Committee

By _____
Michael Walton, Secretary

MILLWRIGHT EMPLOYERS' ASSOCIATION

By _____
Michael Vlaming, Executive Manager

APPENDIX A

SUBSISTENCE

1. On all work covered by this Agreement, as described in this Appendix A, the following shall apply effective July 1, 2000. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2000.
 - (a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:
 - Eureka
 - Santa Rosa
 - Monterey
 - Visalia
 - Fresno
 - Redding
 - Kings Beach
 - South Lake Tahoe
 - Auburn
 - Chico
 - Cloverdale
 - Woodland
 - Oakland
 - Jackson
 - Manteca
 - San Jose
 - Merced
 - Willits
 - (b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of twenty-five dollars (\$25.00) per day. The individual employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.
 - (c) The area known as Geysers is a ten dollar (\$10.00) subsistence zone.
 - (d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

2. Exemption to the requirement for payment of subsistence:

The individual employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:

- (a) At the individual employer's permanent yard;
- (b) At the individual employer's permanent shop;
- (c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;
- (d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area.

This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

- 3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.
- 4. The individual employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.
- 5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the jobsite.
- 6. If an employee is transported by the individual employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the individual employer's time, he shall not receive subsistence.
- 7. Both parties agree to meet and confer relative to subsistence where extremely adverse conditions exist with respect to jobsite access.

APPENDIX B

46 Counties of Northern California MILLWRIGHTS AGREEMENT

In Addition to the 46 Counties Carpenters Master Agreement

In addition to the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following special working rules and wage rates shall apply to Millwrights.

Effective July 1, 2007, these conditions, rules and wage rates shall cover the Millwright Local Union within the 46 Counties.

SECTION 1 TRAVEL AND SUBSISTENCE

No Millwright shall use his vehicle for other than personal travel to and from the job.

1. If transportation is not furnished by the employer, Millwrights shall receive travel and/or subsistence expense as follows:
 - a. For the counties of Alameda, Contra Costa, Marin, San Francisco, and San Mateo, travel shall be established from the center of the Oakland Bay Bridge 0.2 miles west of the westerly end of the Yerba Buena Tunnel. In the remaining counties covered by this Agreement, from the City Halls of Chico, Eureka, Fresno, Modesto, Monterey, Redding, Sacramento, San Jose, Santa Rosa, Stockton, Vallejo, and Visalia. Travel from the above-defined points shall be as follows:
 - b. Over fifty (50) miles in free zone. \$15.00 per day worked. Effective January 1, 2008, twenty-five dollars (\$25.00) per day worked.
 - c. Millwrights employed in the subsistence area set forth in the subsistence map in the 1968-71 Carpenters Agreement shall receive beginning January 1, 1986 – thirty-two dollars and fifty cents (\$32.50) per day worked. Effective January 1, 2008, fifty dollars (\$50.00) per day worked.
 - d. Special condition for Humboldt County and Ft. Bragg proper is subsistence for non-residents only. *Travel shall apply for residents as set forth in l.a. above.

*Residents of Ft. Bragg proper shall be defined as living within twenty (20) road miles of Ft. Bragg city hall.

- e. Map Description - Area No. 1 Free Zone
Commencing with the mouth of the Carmel River in Monterey County,
Thence easterly along the north bank of Carmel River to Tularcitos Junction,
Thence southeasterly along Tularcitos Road to Arroyo Seco Road,
Thence along south fork of Arroyo Seco Road to Greenfield and Highway 101,
Thence southerly along center line of Highway 101 to San Lucas,
Thence easterly along center line of Highway 198 to Coalinga,
Thence southerly along center line of Highway 33 to Kern County line,
Thence easterly along north boundary line of Kern County of intersection of said county line and Highway 65,
Thence northerly along center line Highway 65 through Porterville, Exeter, Badger to intersection of Highway 65 and Highway 180,
Thence on a straight line in a northwesterly direction to Pine Ridge,
Thence along center line of county road to Auberry,
Thence northerly along center line of county road to North Fork, Lakeview, to intersection of said county road and Highway 41,
Thence northerly along center line of Highway 41 to intersection of Highway 41 and Highway 49,
Thence northerly along center line of Highway 49 through Mariposa, Coulterville, Chinese Camp, Sonora, Jackson, Placerville, Auburn, Grass Valley to San Juan,
Thence on a northerly line to Challenge,
Thence along center line of county road through Woodleaf to Strawberry Valley,
Thence northerly along west boundary of Plumas County to intersection of Highway 36,
Thence northwesterly along center line of Highway 36 to intersection of Highway 36 and Highway 89,
Thence northerly along Highway 89 to intersection of Highway 89 and west boundary to Section 22, Township 30 north, Range 4 east of Mount Diablo Base and Meridian,
Thence northerly to northwest corner of Section 3, Township 30 north, Range 4 east,
Thence westerly along Township 30 north, to the intersection of Mount Diablo Meridian,
Thence northerly to the northeast corner of Township 34 north, Range 1 west,
Thence westerly along Township 34 north, to eastern boundary of Trinity County,
Thence southerly to intersection of county road,
Thence southerly along center line of county road to Tower House,
Thence westerly along center line of Highway 299 to intersection of eastern boundary of Trinity County,
Thence southerly along east boundary to Trinity County Line to the intersection of the west boundary of Range 7 west,
Thence south to southwest corner of Township 30 north, Range 7 west,
Thence southerly along western boundary of Range 6 west to the intersection of Colusa County line of western boundary to Township 16 north, Range 6 west,

Thence southerly along east boundary of Lake County to intersection of Highway 20,
 Thence westerly along center line of Highway 20 to intersection of Highway 101,
 Thence southerly along Highway 101 to intersection of county road,
 Thence westerly along center line of county road to Comptche,
 Thence from Comptche south to southwest corner of Township 16 north, Range 15 west,
 Thence easterly to northwest corner of Township 15 north, Range 14 west,
 Thence southerly to southwest corner to Township 14 north, Range 14 west,
 Thence easterly to northwest corner of Township 13 north, Range 13 west,
 Thence southerly to southwest corner of Township 13 north, Range 13 west,
 Thence easterly to northeast corner of Township 12 north, Range 12 west,
 Thence southerly to southwest corner of Township 11 north, Range 12 west,
 Thence easterly to northwest corner of Township 10 north, Range 11 west,
 Thence southerly along western boundary of Range 11 west to southwest corner of Township 8 north, Range 11 west,
 Thence westerly to southeast corner of Section 33 of Township 8 north, Range 12 west,
 Thence southerly along coastline of California to north bank of Carmel River, the point of beginning.

The following map descriptions shall be called Area 3 and shall be a subsistence zone within Area 1:

Commencing with the southwest corner of Township 7 south, Range 3 east, Mount Diablo Base and Meridian,
 Thence northerly along the easterly line of Range 2 east to the intersection of the northerly boundary of the Santa Clara County line,
 Thence easterly along said county line to the easterly line of Range 4 east,
 Thence southerly along said easterly Range line to the southeasterly corner of Township 7 south, Range 4 east,
 Thence westerly along southerly boundary of said Township 7 south to the point of beginning.

Map Description - Area No. 2 Subsistence Zone

From the Pacific Ocean at the southwest corner of Township 2 north, Range 3 west, Humboldt Base and Meridian,
 Thence easterly to northwest corner of Township 1 north, Range 1 west,
 Thence southerly to southwest corner of Township 1 north, Range 1 west,
 Thence easterly along Humboldt Baseline, to northwest corner of Township 1 south, Range 1 east,
 Thence southerly along Humboldt Meridian to intersection of county road north of Honeydew,
 Thence northeasterly along center line of county road to Dyerville,

Thence on a straight northeasterly line to Bridgeville,
Thence northeasterly on Highway 36 to intersection of eastern boundary of Township 1 north, Range 3 east,
Thence northerly on eastern boundary of Range 3 east, to northwest corner of Township 9 north, Range 4 east,
Thence westerly along center line of county road through Martin's Ferry to Orick,
Thence south along coastline to the point of beginning.

- f. Travel expenses in subsistence areas as outlined above will be paid, at the rate of fifteen dollars (\$15.00) at the beginning and at the completion of each job, or termination of the employee, except for jobs performed in one (1) day or less and the employee is paid or furnished transportation.

Effective January 1, 2008, travel expenses in subsistence areas as outlined above will be paid, at the rate of twenty-five dollars (\$25.00) at the beginning and at the completion of each job, or termination of the employee, except for jobs performed in one (1) day or less and the employee is paid or furnished transportation.

SECTION 2

SHOW-UP TIME

- A. When workers are ordered and dispatched for work and report for work on the same day, they shall be paid hours worked plus two (2) hours reporting, but not to exceed eight (8) hours on a regular eight (8) hour shift.
- B. Except on the first day of employment when workers report to work and no work is provided, they shall receive four (4) hours pay and travel or subsistence, whichever may apply. If a Millwright employee is required to report to work and no work is provided as a result of inclement weather, the employee shall be paid subsistence or travel for the day as spelled out in Section 1 (Travel and Subsistence), whichever may apply.
- C. The regular lunch period for Millwrights shall start no less than three and one-half (3 1/2) nor more than five (5) hours after the start of any regular shift. Any Millwright who works more than a five (5) hour period without a meal period shall be paid for all work in excess of said five (5) hour period (at the prevailing overtime rate) until a meal is provided (such pay shall be reckoned by the hour and the half hour). The established lunch period will constitute the reckoning of the day or half day. If the job circumstances require Millwrights to work more than ten (10) hours on a shift, they shall have a second meal period of one-half (1/2) hour and an additional meal period every four (4) hours thereafter. Such meal period shall be paid for at the prevailing overtime rate by the employer.
- D. Notwithstanding the multiple shift three (3) day requirement, a single or multiple approved shift may be established where the premises cannot be vacated in whole or in part until the close of business. Workers then reporting for work shall be paid on the

basis of eight (8) hours' pay for seven and one-half (7 1/2) hours' work. Any work prior to the approved shift and any work after the approved shift period shall be at time and one-half not to exceed four (4) hours. Overtime work in excess of four (4) hours shall be double time.

SECTION 3 FOREMAN

- A. When two (2) or more Millwrights are employed on a job, one (1) shall be foreman and be paid foreman's pay.
- B. In all 46 Counties a Millwright Foreman may not supervise more than one (1) jobsite. No one (1) Millwright Foreman shall supervise more than ten (10) Millwrights. Foremen shall receive two dollars (\$2.00) per hour over Millwright's scale. Effective January 1, 2008, Foremen shall receive two dollars and fifty cents (\$2.50) over Millwright's scale. Either a Millwright Foreman or General Foreman, having supervision over other crafts, shall receive not less than the regular hourly rate of the highest paid classification over which he has supervision, providing that the employee receiving the highest rate of pay (other than a Millwright) shall be on the individual employer's payroll. In the above case the Millwright shall not receive less than the Millwright Foreman or General Foreman's scale.
- C. When there are three (3) or more Millwright Foremen employed by the individual employer on the jobsite, there shall be designated one (1) General Foreman and he shall receive the General Foreman rate, one dollar and fifty cents (\$1.50) per hour over Millwright Foreman's scale.

SECTION 4 FRINGE BENEFIT RATES

- A. Millwrights Fringe Benefits Hourly Rates (Entire 46 Counties Area):

Effective dates:	7-01-07
Health & Welfare	8.55
Pension	4.55
Appr. Training	.43
Millwrights Vacation	1.65
Work Fee	1.48
Industry Promotion	.15
Work Preservation	.05
UBC Health & Safety	.04
Millwrights Annuity Fund	3.25

B. Future Wage and/or Fringe Benefit Considerations:

Wage and fringe benefit increases will be paid pursuant to Section 39 F of the 46 Counties Carpenters Master Agreement.

SECTION 5
MILLWRIGHT ANNUITY PLAN

- A. Effective July 1, 2007, each individual employer covered by this Agreement will contribute the sum of three dollars and twenty-five cents (\$3.25) per hour for each hour paid for or worked by Millwrights employed by such individual employer under this Agreement to the Annuity Plan as established pursuant to this Agreement.
- B. Such contributing individual employer agrees to be bound by that certain Trust Agreement establishing the Fund dated July 1, 1980, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.
- C. The individual employer further agrees that he or it does irrevocably designate and appoint the employer members of said Trust Fund as his or its attorneys in fact for the selection, removal and substitution of the Trustees or Board members as provided in said Trust Agreement as may be provided by or pursuant to said Trust Agreement or Annuity Plan.
- D. There shall be no duplicating contribution with respect to any employee or the work of any employee.

SECTION 6
MILLWRIGHT VACATION AND WORK FEE

Effective July 1, 2007, each individual employer covered by this Agreement will contribute the sum of one dollar and sixty-five cents (\$1.65) per hour for each hour paid for or worked by Millwrights employed by such individual employer under this Agreement to the Millwrights Vacation Plan as established pursuant to this Agreement.

Effective for all work performed on or after August 1, 1983, there shall be a nineteen cents (\$.19) Work Fee established for each hour worked or paid for under Appendix B of this Agreement to be paid to Millwrights Local Union #102. This Work Fee shall be established on the same basis and shall be paid in addition to that currently being paid under Section 43-A (Work Fee) of this Agreement.

SECTION 7

MILLWRIGHT EMPLOYERS CONSTRUCTION ADVANCEMENT PROGRAM

The Millwright Employers Association, being a party to the collective bargaining agreement with the Carpenters 46 Northern California Counties Conference Board, United Brotherhood of Carpenters and Joiners of America, and a signatory Association devoted exclusively to contractors who employ large numbers of Millwrights, will participate in the Construction Industry Advancement Program as contained in the Carpenters Agreement, Carpenters 46 Northern California Counties Conference Board. Accordingly, the Carpenter Trust Fund office will be advised to assign a Trust Fund Association code number to the Millwright Employers Association and a fifteen cent (\$.15) per hour contribution for each hour worked or paid for will be credited to the Millwright Employers Association for all of their members performing work under the collective bargaining agreement as well as all independent, unassigned and/or National Millwright contractor hours.

Effective July 1, 1996, Employers working under this Appendix shall contribute the sum of five cents (\$.05) per hour for each hour worked or paid for to the Carpenters Work Preservation Committee Trust.

SECTION 8

TOOLS

- A. The individual employer shall provide on each jobsite a reasonably secure place where Millwrights may keep their tools and special protective clothing. Where five (5) or more Millwrights are employed on a single job or project, the individual employer shall provide a separate and secure place, under lock and key, for the exclusive use of the Millwrights. The individual employer shall also provide seven hundred and fifty dollars (\$750.00) indemnification to protect Millwrights against loss or damage to entire kit of tools or special protective clothing while in the individual employer's care, resulting from loss or damage due to a fire or theft. Effective January 1, 2008, this indemnification amount will increase to eight hundred and fifty dollars (\$850.00).
- B. In the event a Millwright has more than one kit or tools on the job, indemnification shall be the replacement value of this inventory, but in no event to exceed one thousand-five hundred dollars (\$1,500.00). Effective January 1, 2008, this indemnification amount will increase to one thousand seven hundred dollars (\$1,700.00). Millwrights shall not furnish the following tools: Open or box end wrenches or sockets over one and one-fourth inch (1 1/4"), master levels, drill bits, taps and reamers, micrometers over one inch (1"), or no more than two (2) dial indicators.
- C. A cap of ten (10) working days will be placed on the time the employer has to reimburse the employee for loss of tools. The employee is required to provide the employer with an inventory of all of his tools used on the job at the start of the job.

- D. On all jobsites where inclement weather, heat, dust, cold or other adverse conditions prevail, and/or another craft has a change area, a safe and secure change area shall be provided for the sole use of the Millwrights on the jobsite or job yard.
- E. Welding hoods, gloves and sleeves shall be considered tools and, therefore, shall be replaced, in kind, if damaged or stolen on the jobsite.
- F. The individual employer, at his own option, may also replace individual tools lost or damaged on the jobsite. The individual employer shall replace any tool owned by an employee modified at the individual employer's request, but such modified tools shall then become the property of the employer.
- G. The individual employer shall furnish all necessary safety protection equipment. When normal protective equipment cannot be used, there shall be a meeting of the union and the individual employer to work out a mutually agreeable safety practice.
- H. The individual employer shall furnish waterless hand cleaner and rags for personal cleanup.

SECTION 9

PICKUP TIME

- A. Each Millwright shall be entitled to pickup time for personal tools at the end of each day, which shall not be less than five (5) or more than fifteen (15) minutes, exact time to depend on accessibility to actual place of work, and to be established by mutual agreement at a jobsite conference between a representative of the Individual Employer and a representative of the Union.
- B. Millwrights receiving notice of discharge or layoff shall be allowed a reasonable time not less than thirty (30) minutes before the end of the shift in addition to pickup time prevailing on the job to assemble their tools.

SECTION 10

WELDERS

- A. A qualified Millwright welder is one who has passed a qualification test (such as ASME test, or one equivalent thereto) given by a recognized testing laboratory within the prior twenty-four (24) months. When a Millwright welder, certified within the past twenty-four (24) months by a recognized testing laboratory, is required to pass another test, the individual employer shall pay for time required for such test and testing lab fee.
- B. When as a condition of employment, an employer requires a certified welder to re-certify at the jobsite, the employer shall provide the employee with a copy of his certification papers upon layoff or completion of job. It is understood this section shall not apply to employees who quit or are discharged for cause.

SECTION 11 OVERTIME

- A. On all construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on designated off days and/or Saturdays.

All other time shall be paid at double the straight-time rate.

If work is to be performed on a specific construction jobsite on Saturday, Sunday, designated off days or holidays, Millwrights employed the preceding five (5) regular work days shall be given the opportunity to work such overtime.

- B. **Special Single Shift:** A single approved shift may be established where the premises cannot be vacated in whole or in part until the close of business. Workers then reporting for work shall be paid on the basis of eight (8) hours pay for seven and one-half (7 1/2) hours work. Any work prior to the approved shift and any work after the approved shift period shall be at time and one-half, not to exceed four (4) hours. Overtime work in excess of four (4) hours shall be double time.

SECTION 12 WORK COVERED

- A. This Agreement shall cover and apply to all work of the individual employer falling within the recognized jurisdiction of the Millwright Union as spelled out in the UBC Jurisdictional Claims Handbook approved by the General Executive Board of the United Brotherhood of Carpenters and Joiners of America dated January 1, 1961, including, but not limited to all recognized tools and equipment of the trade on new construction, repair, modifications, or maintenance work, including, but not limited to, all moving of machinery and/or equipment installed by Millwrights, making of skids and crates, skidding and unskidding, crating and uncrating; and installation of lubrication and/or Hydraulic lines or piping (on machines set by Millwrights) that come to the jobsite prefabricated, and computer floors.
- B. The work of the Millwright as spelled out in the Jurisdictional Claims Handbook referred to in Section A, above, is as follows:

The term "MILLWRIGHT AND MACHINE ERECTORS" shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance, and adjusting of all machinery and equipment installed either in buildings, factories, structures, processing areas either under cover, underground or elsewhere, required to process material, handle, manufacture or servicing, be it powered

or receiving power manually by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air, or chemically, and in industries such as and including (identified for the purpose of description but not limited to) the following: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal, water plants, laundry, bakery, mixing plant, can, bottle and bag packing plant, textile mills, paint mills, breweries, milk processing plants, power plants, aluminum processing or manufacturing plants, amusement and entertainment field. Installation of mechanical equipment in atomic energy plants; installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled.

The installation of, but not limited to, the following: setting of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports, escalators, man lifts, moving sidewalks, hoists, dumbwaiters, all types of feeding machinery, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in the manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives, directly or indirectly coupled to motors, belts, chains, screws, legs, guards, boots, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes, cables.

The laying out, fabrication and installation of protection equipment including machinery guards, making and settling of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of types, fabrication of all lines, hoses or tubing used in lubricating machinery, installed by Millwrights, grinding, cleaning, servicing and machine work necessary for any part of any equipment installed by Millwrights, and the breaking in and trial run of any equipment or machinery installed by the Millwrights. Dock levelers, dock bumpers, manual or power actuated roll up doors, security doors, door seals, and airport x-ray and bomb detection equipment. Air inlet filter houses, air inlet filters, air inlet ducts and power actuated dampers, flex line, fuel piping and flex connections, all power generation power island equipment, including, but not limited to, turbines, generators, gear reducers, diffusers and expansion joints. Thermal blankets and gear boxes. All water treatment/sewage treatment plant equipment, including, but not limited to, all types of pumps, compressors, chain of flygt conveyance systems, aeration basin equipment, primary/secondary clarifier mechanisms, sludge thickeners, mechanical/stationary bar screens and trash racks, and stop logs.

- C. It is understood that no dispute, complaint or grievance shall be filed under Section 51 (Grievance Procedure) of the Master Labor Agreement alleging violation of this Section 12, as a result of assignment of work as set forth in this section to other crafts working under collective bargaining agreements; but rather such dispute, complaint, or grievance shall be handled under Section 16 (Jurisdictional Disputes) of the Master Labor Agreement.
- D. The individual employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.
- E. When requested in writing by the Millwright Union, individual employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties, but in no case more than thirty (30) days, on the letterhead of the individual employer, stating he is employing or had employed Millwrights on a specific type of work and specific job and paid the negotiated scale of wages and fringe benefits for such work.

SECTION 13 PRE-JOB CONFERENCE

- A. Whenever an individual employer or his representative holds a pre-job conference pursuant to Section 20 of the Master Labor Agreement, separate individual notice shall be given to the Millwright Local having jurisdiction over the project in the same format used to notify the other crafts attending.
- B. A markup meeting for the purpose of discussing jurisdiction shall be mandatory upon written request of the Local Union on all jobs whose total cost is one million dollars (\$1,000,000.00) or more. Markup meetings on jobs of less than one million dollars (\$1,000,000.00) shall be optional upon mutual consent of the individual employer and the unions involved. This is not necessarily an exclusive Millwright Markup. At a Markup meeting where plans or mock-ups are to be used, the Union will be given reasonable time to review such plans or mock-ups prior to the start of the meeting.

SECTION 14 SAFETY

- A. As a safety factor, no Millwright shall be required to work alone while making repairs or adjustments on machinery and/or equipment that is in operation or capable of being operated. Since this is a safety factor, the second individual is not necessarily a Millwright, but must be a responsible individual capable of starting, stopping and operating said machinery. If the second individual is not a Millwright, he shall not be allowed to perform Millwright tasks. No Millwright employee shall be discharged for refusing to work under unsafe conditions.

**SECTION 15
SUBCONTRACTING**

- A. The individual employer shall not subcontract Millwright work as set forth in Section 12, to any subcontractor without notifying the union, in writing, of the subcontractor's name, address, phone number and license number within five (5) days after selecting the subcontractor or five (5) days before starting the job, whichever is longer, except in emergencies. Such subcontracting shall be done in accordance with Section 50 (Work Preservation, Contracting and Subcontracting) of the Master Agreement.

**SECTION 16
OUTSIDE CONTRACTING**

Any outside firm undertaking any Millwright work within the territory where this Agreement applies shall be allowed to bring in one (1) non-resident Foreman or General Foreman, subject to the Hiring Provisions of Section 49 (Hiring) of the Master Labor Agreement. Such non-resident shall register for Health and Welfare, Vacation Plan, Annuity, and Retirement Plan at the office of the Local Union, and shall be furnished a copy of the current Agreement for his future guidance prior to starting any job. The Local Union office shall inform such workers of the proper compensation due him/her under this Agreement and may later require specific proof of conformance. The second Foreman shall be a local Millwright. All Foremen or General Foremen shall receive the wages and conditions of this Agreement.

MILLWRIGHT EMPLOYERS ASSOCIATION

By _____
Michael Vlaming Date _____

MILLWRIGHTS LOCAL UNION #102

By _____
Bill Napier, Business Manager Date _____

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

By _____ By _____
Robert Alvarado, Chairman William Feyling, Executive Director

Date: _____ Date: _____

APPENDIX C

RESIDENTIAL ADDENDUM

The terms and conditions of this Addendum shall apply on the work description contained herein, provided the job(s) are registered as per Section C-5 of this Addendum and all the terms and conditions of the Carpenters Master Agreement shall remain in full force and effect unless specifically amended by this Addendum.

- C-1. Residential Wood Frame Structures are defined as single family residences, condominiums, town houses, cluster homes and multiple unit, multi-story wood frame residential structures as permitted by the applicable building code.

Due to the constantly changing aspects of the residential construction industry, the parties to this Addendum reaffirm the conditions of Section 2 (Term of Agreement), paragraph 4, and Section 2-A (Carpenters Work Preservation Committee) of the Master Agreement shall particularly apply to all phases of this Residential Addendum.

- C-2. Work Description:

Residential work processes include, but are not limited to, fabrication and installation of concrete forms and foundations; floor framing members; subfloors; wall, ceiling and roof framing; exterior siding, roof and exterior wall shingles, shakes or asphalt shingles; lathing; normal and traditional drywall; steel scaffolding; windows and sliding glass patio doors; stairs; underlayment and base; installation and finishing of hardwood floors including pre-finished hardwood floors regardless of the method of installation; acoustical ceiling; installation of all interior trim including cabinets, counter tops, pre-finished marble counter tops and vanities; customer service or warranty work; and other work incidental to the performance of the work covered and work performed by using the tools recognized as and regarded as tools of the trade.

- C-3. The terms and conditions of Section 39 (Wage Rates) of the Master Agreement are amended as follows:

Seven (7) Counties Area consisting of the following counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano.

Journeyman wage rates effective 7/1/07

Carpenters	32.65
Hardwood Floorlayers	32.80
Shinglers	32.80
Power Saw Operators.....	32.80
Steel Scaffold & Steel Shoring Erectors.....	32.80
Saw Filers.....	32.80

Three (3) Counties Area consisting of the following counties: Napa, San Benito and Sonoma.

Journeyman wage rates effective	7/1/07
Carpenters	27.37
Hardwood Floorlayers	27.52
Shinglers	27.52
Power Saw Operators.....	27.52
Steel Scaffold & Steel Shoring Erectors.....	27.52
Saw Filers.....	27.52

Apprentice Wage Percentage Schedule: The wage rates for apprentices shall be the following percentages of the applicable Journeyman classification in the appropriate geographical area.

First Period: 0 to 6 months. 60%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Carpenter Employers Contract Administration
Second Period: 7 to 12 months. . . 65%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Carpenter Employers Contract Administration

Third Period: 13 to 18 months. . . 70%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fourth Period: 19 to 24 months. . . 75%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fifth Period: 25 to 30 months. . . . 80%	Full Fringes
Sixth Period: 31 to 36 months. . . . 85%	Full Fringes
Seventh Period: 37 to 42 months. . 90%	Full Fringes
Eighth Period: 43 to 48 months. . . 95%	Full Fringes

Pre-Apprentices

In order to encourage persons who have not traditionally entered the carpentry trade to enter and complete the necessary apprenticeship program and to increase the potential for successful completion of all those who become indentured apprentices, the parties hereto agree to create a pre-apprenticeship program, the purpose of which will be to introduce the Trade to such persons.

Such pre-apprenticeship program may be utilized by Employers under the following conditions:

On private residential projects covered and registered as per Appendix C, a pre-apprentice period is established as follows:

Period of time - 180 calendar days. Wage rates 35% of the applicable journeyman rate plus fringe benefit contributions as follows: Training, Work Fee, Industry Promotion, UBC Health & Safety, Work Preservation and Carpenter Employers Contract Administration.

An individual employer may employ one (1) pre-apprentice for each apprentice in his employ that has entered the third or higher period of apprenticeship. Pre-apprentices shall not be considered in computing the journeyman-apprentice ratio.

The use of pre-apprentices is to be considered a privilege by an individual employer and violation of the pre-apprentice ratio shall cause the privilege to be denied, subject to Section 51 (Grievance Procedure).

The Employer and the Union shall establish rules governing the use of and criteria for advancement of pre-apprentices into the Apprenticeship program.

Except as specifically amended in this Section C-3 of this addendum, the terms and conditions of Section 39 (Wage Rates) of the Master Agreement remain unchanged.

C-4. The work week will be governed by the terms of Section 24 (Work Week) of the Agreement.

C-5. Job Registration

- A. Individual Employers shall register all jobs to be performed under the terms and conditions of this Addendum. An individual employer who opts to subcontract covered work shall register any such subcontractor. An individual employer acting as a subcontractor shall register all jobs to be performed under the terms of this Addendum.
- B. Each individual employer shall notify the Union in writing, on a Job Registration Form to be provided by the Union of the location of each job on which he or it will be performing work covered by the Agreement. Such notice shall be given prior to the commencement of work and shall contain all the information required by the Union. On jobs where the time factor does not permit all registration of jobs prior to their commencement, the contractor shall notify the appropriate Local Union or the NCCRC office by telephone, giving all pertinent information regarding the specific job. Such notification must be confirmed in writing on the regular Job Registration Form provided by the Union within forty-eight (48) hours thereafter.
- C. In the event a contractor takes over the performance of a contract covered by the terms of this Agreement for another contractor, the successor contractor shall notify the Union by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give

such notice shall subject the successor contractor to any liability for any delinquent fringe benefits of the predecessor contractor through Section 51 (Grievance Procedure) in addition to any other claims which may arise because of such failure.

D. The information to be contained on the registration form shall include, but not be limited to, the following:

1. Individual employer's name, address, telephone number, Contractor's License number, Carpenters Trust Fund account number, and Workers Compensation carrier and policy number.
2. Name and address of project; jobsite phone (if any); name of contractor's job supervisor; proper term for Federal, HUD, or State project I.D. number; estimated starting and completion dates.
3. Job description, i.e., single family tract, remodel, apartment, etc., number of units, square footage, estimated number of hours of covered work to be performed.
4. Name and account number of payroll bank account.
5. List of all subcontractors performing work covered by this Addendum of the Agreement, including address, Carpenter Trust Fund account number, if known, estimated hours, if available, and description of work to be performed.

E. Nothing in this Addendum shall in any way abridge, amend or detract from Section 50 of the Master Agreement, entitled "Work Preservation, Contracting and Subcontracting," provided, however, compliance with the registration of subcontractors as required herein shall satisfy the written notice requirement of Section 50, paragraph 5.

C-6. In the event that the Union negotiates more favorable terms and conditions for work covered by this Addendum in the Ten County Area, such more favorable terms and conditions shall be available to any employer signatory to this Addendum provided, however, any signatory desiring to take advantage of the different terms and conditions must adopt all the terms and conditions applicable to such other agreement. This provision shall not apply to any project agreements negotiated by the Union. The terms of Section 2-A (Carpenters Work Preservation Committee) of the Agreement shall also apply to this Addendum.

APPENDIX D

INSULATORS ADDENDUM

The following special conditions shall apply between the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD and the individually signatory INSULATION CONTRACTORS and are in addition to and shall prevail over conflicting provisions of the foregoing Master Agreement.

1. For work on occupied residences only, no overtime will be required for work on Saturdays, except to the extent an employee works in excess of forty (40) hours in a week and provided the Union is notified in advance of this change in the work week.
2. The Union will recommend to the involved Local Unions and the NCCRC that no "foreign dues" will be charged to workers who work within different union jurisdictions, provided the individual employee obtains a dispatch by telephone before going to the job.
3. On blower crews only, to accommodate the weather conditions, and subject to advance notice to the Union, an individual employer may commence the work day as early as 6:00 A.M.
4. Travel pay from the individual employer's warehouse or shop to the furthestmost jobsite and return to the employer's headquarters shall be paid one way only, at the employee's regular hourly rate, provided that if a company vehicle breaks down on the return trip to the shop after completing a job, time and one-half shall be paid for all time in excess of thirty (30) minutes caused by the breakdown, and provided further that overtime will be paid only in excess of eight (8) straight time hours worked in any one (1) day.
5. The job classification, "Hopper or Blower Operator" is established at a wage rate of 50% of applicable Journeyman rate and all fringe benefit contributions. Pre-Apprentices and Apprentices may be assigned to the Hopper-Blower operation as a part of their training for a period not to exceed sixty (60) calendar days. An Apprentice or Pre-Apprentice so assigned shall receive their normal wage rate and fringe benefits for the sixty (60) calendar day period and shall receive no less than the Hopper Blower Operator wage and fringe benefit rates after the expiration of the sixty (60) day period.
6. When a Local Union is not able to supply a sufficient number of Journeymen, the ratio of Apprentices to Journeymen may be increased but not to exceed one (1) Apprentice to each Journeyman.
7. To facilitate overtime work permits, the individual employer may make arrangements by telephone rather than by personal visits.

8. An Insulator Apprentice Program will be established to provide competent Journeymen. The period of apprenticeship shall be thirty-six (36) months. The periods, wage percentage of Journeyman rate, fringe benefit contributions shall be as follows:

Wage Percentage

Fringes

First Period -
0 to 6 months. 60%

Health & Welfare
Work Fee
Industry Promotion
UBC Health & Safety
Work Preservation
Training
Carpenter Employers Contract
Administration

Second Period -
7 to 12 months. 65%

Health & Welfare
Work Fee
Industry Promotion
UBC Health & Safety
Work Preservation
Training
Vacation
Carpenter Employers Contract
Administration

Third Period -
13 to 18 months. 70%

Health & Welfare
Work Fee
Industry Promotion
UBC Health & Safety
Work Preservation
Training
Vacation
Annuity
Carpenter Employers Contract
Administration

Fourth Period -
19 to 24 months. . . . 75%

Health & Welfare
Work Fee
Industry Promotion
UBC Health & Safety
Work Preservation
Training
Vacation
Annuity
Carpenter Employers Contract
Administration

Fifth Period -
25 to 30 months. . . . 80%

Full Fringes

Sixth Period -
31 to 36 months. . . . 90%

Full Fringes

Pre-Apprentices shall be covered by the terms set forth in Appendix C of the Master Agreement but shall not be limited to residential projects only. The individual employers shall be entitled to one (1) pre-apprentice and not be in violation of the pre-apprentice: apprentice ratio set forth in Appendix C.

9. When the Adjustment Board Arbitration Panel is scheduled to hear a grievance involving an insulation contractor who is party to this Agreement, the employer panel members will be represented by the individually signatory members.

APPENDIX E

CARPENTERS MASTER AGREEMENT SCAFFOLD ERECTION ADDENDUM

The terms and conditions of this work Addendum shall apply to Scaffold/Shoring erection and dismantling work only and all terms and conditions of the Carpenters Master Agreement shall remain in full force and effect unless specifically amended by this Addendum.

1. The work day shall be eight (8) consecutive hours worked.
2. Travel pay from the employer's warehouse or shop in a company vehicle to the furthestmost jobsite shall be paid one way only at the regular scaffold wage rate. Fringe benefits are not to be included for travel pay.
3. There shall be no restrictions on the mobility of regular workers of the individual employers in the 46 Northern California Counties.
4. After the fifth (5th) working day of employment, the individual employer may discharge any employee for just cause only. Just cause is subject to Section 51, the grievance and arbitration provision of the Carpenters Master Agreement. The individual employer during the first five (5) working days of employment may reject or discharge any employee for any reason.
5. The training of scaffold/shoring erectors will be accomplished by establishing a four (4) year apprenticeship program. This program will be complimented with on-the-job training by the individual employer.

The wage rates for apprentices shall be the following percentages of the applicable journeyman classification in the appropriate geographical area:

First Period: 0 to 6 months.	60%	Health & Welfare
		Work Fee
		Industry Promotion
		UBC Health & Safety
		Work Preservation
		Training
		Carpenter Employers Contract
		Administration

Second Period: 7 to 12 months. . . 65%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Carpenter Employers Contract Administration
Third Period: 13 to 18 months. . . 70%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fourth Period: 19 to 24 months. . . 75%	Health & Welfare Work Fee Industry Promotion UBC Health & Safety Work Preservation Training Vacation Annuity Carpenter Employers Contract Administration
Fifth Period: 25 to 30 months. . . . 80%	Full Fringes
Sixth Period: 31 to 36 months. . . . 85%	Full Fringes
Seventh Period: 37 to 42 months. . 90%	Full Fringes
Eighth Period: 43 to 48 months. . . 95%	Full Fringes

6. Scaffold erectors may be allowed to drive company equipment and materials to all job sites.

7. The Union and the individual employer will cooperate to ensure that all signatory Scaffold/Shoring contractors are in compliance with the terms and conditions of the Carpenters Master Agreement.

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

By _____ By _____
Robert Alvarado, Chairman William Feyling, Executive Director

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA

By _____
Michael Walton, Secretary

APPENDIX F
CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES
HIGHWAY ADDENDUM TO THE
2007-2012 CARPENTERS MASTER AGREEMENT

Notwithstanding the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following special terms and conditions shall apply to Highway work as described herein.

The Carpenters 46 Northern California Counties Conference Board, for and on behalf of its affiliates, agrees to the following Addendum to the above Agreement:

SECTION 1 - COVERAGE

Highway work for purposes of this Addendum shall include the construction, improvement, modification, and demolition of all or any part of streets, highways and bridges. This Addendum shall not be applicable to the construction of highway project related buildings and structures such as weigh stations, rest stop comfort stations, agricultural inspection stations, pump houses, etc.

SECTION 2 - MOBILITY AND HIRING

There will be no restrictions on the free movement of workers employed by a signatory employer from one job to another anywhere within the 46 Northern California Counties. Should an employer require additional workers (new hires) on any given job that has commenced, such workers shall be hired from the hiring hall having primary geographical jurisdiction over the work site.

SECTION 3 - WORK REGISTRATION

The Union will provide a separate format for work registration as a Bridge Builder/Highway Carpenter in their hiring hall procedures. When the Individual Employer requests a Bridge Builder/Highway Carpenter, the Union will only dispatch those members who have indicated Bridge Builder/Highway work experience. The dispatch of apprentices shall not be subject to this provision.

The parties agree that to adequately respond to the needs of the bridge building/highway industry, the Union has agreed to establish a one-stop hiring procedure. The Union has agreed to establish a 1-800 number for Bridge Builder/Highway dispatch requests.

SECTION 4 - WAGES & FRINGE BENEFITS

- A. Wage and fringe benefit rates for Bridge Builder/Highway Carpenters shall be as provided in Section 39 A, B, C, D and E of the 2007-2012 CEA/Carpenters Master Agreement, effective July 1, 2007.

- B. Future wage and/or fringe benefit considerations.

Wage and Fringe benefit increases will be uniform throughout the entire 46 Northern California Counties pursuant to Section 39 (F) of the 2007-2012 CEA/Carpenters Master Agreement.

SECTION 5 - HOLIDAYS/DESIGNATED OFF DAYS

- A. Area 2, Area 3 and Area 4:

Section 25 (Holidays) of the Master Agreement shall be modified as follows:

The following are recognized holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

- B. Area 1:

The nationally recognized holidays and designated off/holiday days shall be in accordance with the provisions of Section 25 (Holidays) of the Carpenters Master Labor Agreement.

SECTION 6 - FOUR BY TEN (4 X 10) WORK WEEK

An Individual Employer may establish a workweek for four (4) consecutive days of ten (10) consecutive hours. The applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Fridays, Saturdays, Sundays, and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall be ten (10) consecutive hours of work, exclusive of meal period, and shall constitute a shift's work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 workweek, except as may be changed by mutual agreement.

In the event that work cannot be performed Monday through Thursday, (4 x 10 hour workweek) because of inclement weather or major mechanical breakdown beyond the control of the Employer, employees (at their option) may make-up such lost work day(s) on Friday and shall be paid at the applicable straight time rate.

The Union and the Employer will commit to proposing and supporting legislation to change existing law to allow for a 4 x 10 workweek on all Highway work.

SECTION 7 - MAKE UP DAY

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical break down, Bridge Builder/Highway Carpenters (at their option) may make up such day on Saturday and shall be paid at the applicable straight time rate.

SECTION 8 - SUBSTANCE ABUSE TESTING

The Carpenters 46 Counties Conference Board will actively participate in the negotiation of a Basic Trades Uniform Substance Abuse Policy with the Cement Masons, Laborers, Operating Engineers, Pile Drivers and Teamsters during the life of this Agreement.

An Individual Employer may initiate unannounced lottery testing; a selection process where all company employees are selected for testing and each company employee has an equal chance of being selected for testing. If an Individual Employer initiates such lottery testing, all company employees shall be subjected to such testing. An Individual Employer who initiates lottery testing shall specifically state in its notice to the Union and its notice to employees that employees will be subject to lottery testing. The Individual Employer shall give thirty (30) days notice to the Union and employees prior to implementing a lottery drug testing program. Any such lottery testing shall be administered by an independent third party.

SECTION 9 - SHIFT WORK

When a job site access has been limited by the construction user, a special shift may be established during off hours, Monday through Friday, when required as a condition of securing the work. The employer may pay eight (8) hours pay for eight (8) hours work on such shift. Work in excess of eight (8) hours shall be subject to the overtime provisions of the Agreement.

No special shift shall be established or started for less than three (3) days duration unless the contracting authority specifies work tasks of only one (1) or two (2) days duration. Work performed during special shifts of less than three (3) days duration shall be paid at the wage rate of 12.5% premium pay for a minimum of eight (8) hours. If as a result of working such special shift(s) a Bridge Builder/Highway Carpenter loses the opportunity to work his/her regular workweek, then all work performed on such special shift(s) shall be paid at the normal overtime rate.

SECTION 10 - MAXIMUM UTILIZATION

An employer may maximize the utilization of all its United Brotherhood of Carpenters members by working them under the terms and conditions of the Highway Addendum.

SECTION 11

In all other respects, the terms and conditions of the 2007-2012 CEA/Carpenters Master Agreement or any other Master Agreement to which a bridge building/highway employer may be bound, shall continue in full force and effect for the remainder of said term.

CONSTRUCTION EMPLOYERS' ASSOCIATION

BY: _____
Michael Walton, Secretary

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

BY: _____
Robert Alvarado, Chairman

BY: _____
William Feyling, Executive Director

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into this 6th day of June, 2007, and is part of the consideration for the settlement of the 2007-2012 extension of the Carpenters 46 Northern California Counties Master Agreement.

On those public works projects where the general prevailing rate of per diem wages has been determined by the Department of Industrial Relations, or the U.S. Department of Labor, and a county, city or any other public agency issues its prevailing wage determination based on such determination(s), and if said rate is lower than the rate set forth in the Master Labor Agreement and there are non-signatory and/or non-union contractors appearing on the public works plan holders list, 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 for the job or project. The Carpenters Work Preservation Committee shall recognize such prevailing wage determination and determine the specific allocation of all wage and fringe benefits to be paid pursuant to the applicable prevailing wage determination(s). Individual employers shall register such projects with the Carpenters Work Preservation Committee.

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA

By _____ Date _____
Larry Nibbi, Chairman
Carpenters Craft Committee

By _____ Date _____
Michael Walton, Secretary

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

By _____ Date _____
Robert Alvarado, Chairman

By _____ Date _____
William Feyling, Executive Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 6th day of June, 2007, and is part of the consideration for the settlement of the extension of the 2007-2012 Carpenters 46 Northern California Counties Master Agreement.

1. In the “Bay Area Counties” of Alameda, Contra Costa, San Francisco, San Mateo and Santa Clara, there will be no modification of Section 50 of the Carpenters Master Agreement for Northern California, with the noted exception contained in Carpenters Work Preservation Committee Case #9965.
2. In the “Valley/Metro Counties” of Marin, Monterey, Napa, Western Placer, Sacramento, San Benito, San Joaquin, Santa Cruz, Solano, Sonoma and Yolo, on public and private work with a total project value of \$5 million or less, “Terms and Conditions” will apply, as defined in Carpenters Work Preservation Case #9965, with the exclusion of concrete form, wood framing, roof structure, scaffolding, millwright, insulation, and trim & fixture work (except as noted below). If the fabricating firm performs the trim and fixture installation, the above referenced “Terms and Conditions” shall apply.
3. On public and private work performed in the “Valley/Metro Counties” with a total project value of \$5 million or more, there will be no modification of Section 50 of the Carpenters Master Agreement for Northern California, with the noted exception contained in Carpenters Work Preservation Committee Case #9965.
4. In the “Remaining Rural Counties” of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne and Yuba, on public and private work with a total project value of \$5 million or less, the individual employer will have no obligation under Section 50 as it relates to the subcontracting of covered work, with the exclusion of concrete form, wood framing, roof structure, scaffolding, millwright, insulation, and trim & fixture work (except as noted below). If the fabricating firm performs the trim and fixture installation, the individual employer will have no obligation under Section 50. The individual employer may, at his or her option, subcontract concrete form, wood framing, roof structure, scaffolding, millwright, insulation, or trim & fixture work (except as noted above), provided, however, it must be to another contributing employer signatory to the Carpenters Master Agreement for Northern California.
5. In the above referenced “Remaining Rural Counties,” on public and private work having a total project value of more than \$5 million but less than \$10 million, the “7% Preference Clause” as defined in Carpenters Work Preservation Committee Case #9965 shall apply, with the exclusion of concrete form, wood framing, roof structure, scaffolding, millwright, insulation, and trim & fixture work (except as noted below). If the fabricating firm performs the trim and fixture installation, the above referenced “7%

Preference Clause” shall apply.

6. In the above referenced “Remaining Rural Counties,” on public and private work having a total project value of at least \$10 million but less than \$25 million, “Terms and Conditions” will apply, as defined in Carpenters Work Preservation Committee Case #9965, with the exclusion of concrete form, wood framing, roof structure, scaffolding, millwright, insulation, and trim & fixture work (except as noted below). If the fabricating firm performs the trim and fixture installation, the above referenced “Terms and Conditions” shall apply.
7. On public and private projects with a total project value of \$25 million or more, no modification of Section 50 of the Carpenters Master Agreement for Northern California will be allowed.
8. In all instances above, where the Union has agreed to a modification of Section 50, the individual employer will afford the Union every opportunity to provide competitive subcontractor bids. In the event the individual employer uses a non-signatory contractor to perform covered work, the Union will be provided, at its request, with copies of the original bids, relevant bid documents and the subcontract.

Carpenters 46 Northern California Counties
Conference Board

Date

Carpenters 46 Northern California Counties
Conference Board

Date

Construction Employers' Association

Date

Construction Employers' Association

Date

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into this 6th day of June, 2007, and is part of the consideration for the settlement of the extension of the 2007-2012 Carpenters 46 Northern California Counties Master Agreement.

The parties agree to approve a Carpenters Work Preservation Committee decision for the duration of the extended Agreement as follows:

PRIVATE WORK - \$5 MILLION OR LESS

For projects bid or negotiated on or after the effective date of this Agreement, the wage rates on all privately financed construction work coming within the recognized jurisdiction of the Union of \$5,000,000 or less in the following counties shall be eighty percent (80%) of the journeyman wage rates set forth in the Master Labor Agreement: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba. Fringe benefits shall be paid in accordance with the Master Labor Agreement.

Carpenters 46 No. California Counties Conference Board

Date

Carpenters 46 No. California Counties Conference Board

Date

Construction Employers' Association

Date

Construction Employers' Association

Date

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into this 6th day of June, 2007, and is part of the consideration for the settlement of the extension of the 2007-2012 Carpenters 46 Northern California Counties Master Agreement by and between the Carpenters 46 Northern California Counties Conference Board ("Union") and the Construction Employers' Association ("Employer").

1. Union and Employer have agreed to add the following scopes of work to Section 4 (Work Covered):

Toilet partitions
Gameline painting on interior wood floors
Astro/synthetic turf
Installation and onsite construction of clean room structural components
Precast panel installation
Linear air bar, if integrated into the suspended ceiling system
Window coverings/mini blinds

2. The Union acknowledges that the inclusion of the work listed above as work covered by this Agreement is not intended to expand the jurisdiction of the Union.
3. The new language in Section 4 (Work Covered) set forth above is not intended to challenge current established industry practice of performing the listed work with members of another trade union (either employees or subcontractors).

Carpenters 46 Northern California Counties
Conference Board

Date

Carpenters 46 Northern California Counties
Conference Board

Date

Construction Employers' Association

Date

Construction Employers' Association Date

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into this 6th day of June, 2007, and is part of the consideration for the settlement of the extension of the 2007-2012 Carpenters 46 Northern California Counties Master Agreement.

The parties agree to approve a Carpenters Work Preservation Committee decision as follows which will be in effect for the duration of the extended Agreement or until the Union has organized at least three (3) subcontractors who will perform the installation of astro/synthetic turf in a given geographic area, whichever occurs first:

Individual employers will afford the Union every opportunity to provide competitive subcontractor bids for the installation of astro/synthetic turf.

When there are no union subcontractor bids for such work or when the difference between the union and non-union subcontractor bid is in excess of seven percent (7%) or \$25,000, whichever is less, then the non-union subcontractor may be used without restriction. In such cases, the prime contractor agrees to register with the Work Preservation Committee within 48 hours of award of contract with the pertinent bid information.

In the event the individual employer uses a non-signatory subcontractor to perform the installation of astro/synthetic turf work, the Union will be provided, at its request, with copies of the original bids, relevant bid documents and the subcontract.

It is further understood by the parties that for projects bid or let prior to the date of execution of this Letter of Understanding, the provisions of Section 50 (Subcontracting) shall have no force or effect for the installation of astro/synthetic turf work.

Carpenters 46 No. California Counties Conference Board

Date

Carpenters 46 No. California Counties Conference Board

Date

Construction Employers' Association

Date

Construction Employers' Association

Date

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into this 6th day of June, 2007, and is part of the consideration for the settlement of the extension of the 2007-2012 Carpenters 46 Northern California Counties Master Agreement.

The parties agree that to the fullest extent permitted, the CEA/Carpenters Master Labor Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, effective February 5, 2007, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

In addition, this waiver shall apply to any other city, county or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Agreement.

Carpenters 46 No. California Counties Conference Board

Date

Carpenters 46 No. California Counties Conference Board

Date

Construction Employers' Association

Date

Construction Employers' Association

Date

MEMORANDUM OF UNDERSTANDING

It is hereby agreed by and between the undersigned parties that in accordance with the 2007-2012 CEA/Carpenters Master Labor Agreement Memorandum of Understanding dated May 29, 2007, fifty cents (\$.50) per hour of the July 1, 2011 three dollars and seventy cents (\$3.70) increase shall be expressly and permanently waived for employers who extend a future new Agreement. For "extended" employers, the total package increase shall be three dollars and twenty cents (\$3.20) per hour, effective July 1, 2011.

Carpenters 46 Northern California Counties
Conference Board

Date

Carpenters 46 Northern California Counties
Conference Board

Date

Construction Employers' Association

Date

Construction Employers' Association

Date

CEMENT MASONS MASTER AGREEMENT

2005-2009

THIS AGREEMENT, made and entered into April 20, 2005 modifying and changing the Cement Masons Master Agreements dated June 16, 1986, April 22, 1992, July 27, 1992, July 18, 1997 and June 14, 1999 between the CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC., hereinafter referred to as Collective Bargaining Representative of Employer, and the DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA AND ITS AFFILIATED LOCAL UNIONS NO. 300 AND 400 herein and after referred to as the Union.

WITNESSETH:

SECTION 1 GENERAL PROVISIONS

A. Definitions

- (1) The term "Employer" as used herein shall refer to the Construction Employers' Association of California, Inc.
- (2) The term "Individual Employer" as used herein shall refer to any person, firm, or entity including registered Joint Ventures who have authorized or subsequently authorize the Employer to represent them with respect to collective bargaining with the District Council of Plasterers and Cement Masons of Northern California.
- (3) The term "Employee" as used herein shall refer to a journeyman Cement Mason, who is herein defined as an Employee who is qualified by experience and ability to perform Cement Masons work, and to an apprentice Cement Mason, who is herein defined as an Employee undergoing a system or course of training in Cement Mason work.
- (4) The term "Local Union" as used herein shall, as the context requires, refer to one of the following local unions of the Operative Plasterers and Cement Masons of Northern California: Local Unions No. 300 and 400.
- (5) This Agreement shall apply to any Employee who performs work falling within the presently recognized jurisdiction of those local unions affiliated with the District Council of Plasterers and Cement Masons of Northern California which District Council is affiliated with the Operative Plasterers and Cement Masons International Association of the United States and Canada.

- (6) This Agreement shall apply to Northern California which term is intended to mean that portion of the State of California above the Northern Boundary of Kern County, the Northern Boundary of San Luis Obispo County and the Westerly Boundaries of Inyo and Mono Counties, consisting of the following forty-six (46) Counties: Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

B. Coverage and Description of Cement Masons' Work

This Agreement shall cover all work coming within the recognized jurisdiction of the Operative Plasterers and Cement Masons International Association of the United States and Canada.

Work shall be assigned in accordance with the terms of this Agreement. The Individual Employer shall, in his sole and unlimited discretion, determine the need for and number of Employees necessary to perform any work covered hereby.

Without limiting the scope of the work covered hereby, it is agreed that Cement Masons work shall include but shall not be limited to all the following construction work:

- (1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition or improvement in whole or in part of any building structure.
- (2) All heavy highway and engineering construction, including but not limited to the construction, improvement, modifications and demolition of all or part of any streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, wharves, docks, breakwaters or rip-rap stone, or operation incidental to such heavy construction work.

Subject to the foregoing provision of this Section and to the provisions of Section 6 of this Agreement, the work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:

Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cover or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical

finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines, troweling machines, floating machines, powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.

Operation of skill saw, chain saw, laser screed, laser level, curb and slipform machines, epoxy type injection pumps, stamps or other means of texturing, any new devices which are beneficial to the construction of or with concrete or related products.

The foregoing shall apply to temporary yards established off the jobsite, to service a particular job, for the duration of that job.

C. Subcontracting

For jobs bid on or after July 1, 1980, the following provisions apply:

- (1) The term "Subcontractor" means any person, corporation, or other entity, other than an employee covered by this Agreement, who agrees, orally, or in writing, to perform for, or on behalf of, the Individual Employer, any part or portion of the work covered by this Agreement.
- (2) The terms and conditions of this Agreement, insofar as it affects the Individual Employer, shall, as specified below, be applied to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any work covered by this Agreement to be performed at the jobsite or jobyard, and said subcontractor with respect to such work shall be considered an Individual Employer covered by this Agreement.
 - (a) The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Individual Employer elect to subcontract, the Individual Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the Individual Employer to bargain collectively pursuant to Section 8(a)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but for no other statute, rule, regulation or law.
- (3) If an Individual Employer shall subcontract work herein defined, such subcontract shall be in writing and shall state that such subcontractor agrees to comply with all the terms and provisions of this Agreement including wage rates and fringe benefits. In event of a dispute on a delinquency in payments as required in Section 8A, B, C, D, and E or an alleged violation of any other term or condition of this agreement, the dispute shall be submitted to a Board of Adjustment on demand.

- (4) An Individual Employer, who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement, shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments required by Section 8A, B, C, D, and E except as provided in Paragraph (5) below. A copy of the subcontract or the binding clause shall be submitted to the Union on demand.
- (5) The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such contract, or prior to commencement of work by the subcontractor, and shall specify the name and address of the subcontractor. Notice at a pre-job conference as set forth in Section 7H shall be written notice under this provision provided that such notice is accurate and complete.
- (a) If thereafter the Union or an appropriate Local Union thereof should make demand in writing for exercise of this Section 1C(5)(a), the Individual Employer will require that any subcontractor of the Individual Employer specified in the demand will, if he has not already done so, post a surety bond in the amount of fifteen thousand dollars (\$15,000) to cover payment of wages and contributions to the Trust Funds specified in this Agreement in Section 8A, B, C, D, and E. Failure of the Individual Employer to comply with Section 1C(5)(a) will make the Individual Employer liable for the delinquencies of the subcontractor in conformance with Section 1C(5)(b) following.
- (b) If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Union shall promptly give written notice within ten (10) days of knowledge of delinquency to the Individual Employer and to the subcontractor. If written notice within ten (10) days of knowledge of delinquency is received, the Individual Employer shall pay and satisfy the amount of any such delinquency by such subcontractor occurring on the Individual Employer's specific construction project within seventy-five (75) days prior to the receipt of said notice from the Union, and said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such subcontractor.
- (6) If the Individual Employer fails to give written notice as required in Paragraph (5) above he shall, until such time as notice is given, assume liability for any violation by the subcontractor of the terms and conditions of this Agreement as may be determined pursuant to the provisions of Section 5 provided, however, these provisions notwithstanding the Individual Employer shall not be liable for

contract violations other than those set forth in Paragraph (5)(b) by the subcontractor if such subcontractor is signatory to an agreement with the Union.

- (7) Regardless of anything in this Section 1C to the contrary, if any Local Union having knowledge of the delinquency continues to dispatch men to any subcontractor of an Individual Employer when such subcontractor is delinquent in the payment of any wages or fringes and the subcontractor has failed to post a surety bond required in Section 1C(5)(a), then the Individual Employer shall not be liable for any such delinquencies.
- (8) If any Employee covered by this Agreement knowingly cooperates with any Individual Employer to defeat the payment of wages and fringe benefits as required by this Agreement, said employee will be liable for such penalties as may be determined by the Board of Adjustment as outlined in Section 5.
- (9) It is the intent of the parties hereto that the provisions of this subcontracting clause be applied only to the extent permitted by law.
- (10) Notwithstanding any provision of this Agreement to the contrary, the provisions of this subcontracting clause shall not be enforced by strike or job action.
- (11) The above provisions notwithstanding, in the event an Individual Employer subcontracts work covered by this Agreement to a subcontractor who is not signatory to this Agreement or an appropriate agreement with the Union, the Individual Employer shall assume an additional responsibility as follows:

If the subcontractor shall be found in violation of the Hiring provisions of this Agreement, pursuant to Section 5 and the Union is unable to collect the liability determined to be owing for such violation from the subcontractor, the Individual Employer shall then become liable for the payment of such liability. The total of this liability shall be for no more than five (5) days' violation or the total of the subcontractor's retention, whichever is greater.

SECTION 2

BARGAINING REPRESENTATIVES

A. Union's Recognition of Collective Bargaining Representative of Employer

The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of the Employer includes in its membership a majority of the individual employers in the highway, general building and heavy construction industry and said employers are performing the greater percentage of work therein. By reason of such facts, the Union hereby recognizes that the Collective Bargaining Representative of the Employer, as herein-above referred to, is the Collective Bargaining Representative for all

Individual Employers who authorize the Employer to represent them with respect to Collective Bargaining with the District Council of Plasterers and Cement Masons of Northern California. A list of said Individual Employers shall be furnished to the Union at the commencement of negotiations and the Employer shall furnish the Union with a complete monthly report of any additions and deletions to the list of Individual Employers represented by the Employer.

B. Employer's Recognition of Unions as Bargaining Agents

The Union having unequivocally demanded recognition as the majority representative of the employees and the Union having submitted satisfactory evidence to the Employer that the Union represents, has the support of and has been authorized to represent said employees by a majority of the employees working in the classifications within the jurisdiction of the Union, the Employer hereby unequivocally recognizes the Union as the sole and exclusive majority representative for collective bargaining purposes for such employees, under Section 9(a) of the National Labor Relations Act, as amended.

**SECTION 3
UNION SECURITY AND HIRING**

A. Union Security

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

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

- (2) Upon written notice from the Union or Local Union stating all pertinent facts that show an employee's noncompliance with this Subsection 3A, the Individual Employer shall be required to discharge that employee within twenty-four (24) hours.

B. Employment

- (1) The Local Unions shall establish and maintain open and nondiscriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to use such list. It is mutually agreed by the Employer and the Union to fully comply with all the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order #11246 and California Fair Employment Practices Act, to the end that no person shall on the grounds of sex, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 of this Agreement. Pursuant to Title 7 of the Civil Rights Act of 1964, Executive Order #11246 and directives as issued by the Office of Federal Contract Compliance, the employer may request necessary workers to enable the employer to comply with the above mentioned laws and directives.

It is understood by the parties that where gender is referenced in this Agreement in the masculine gender, it shall be construed to include both male and female genders.

- (2) The Individual Employer shall first call upon the appropriate Local Union having work and area jurisdiction for all such men as he or it may from time to time need, and such Local Union shall furnish the Individual Employer the required number of competent workmen and skilled mechanics of the classifications needed by the Individual Employer, in accordance with the provisions of this Subsection 3B, if available.
- (3) It shall be the responsibility of the Individual Employer when ordering men to give the appropriate Local Union all of the pertinent information regarding the workmen's employment.
- (4) The appropriate Local Union shall furnish in accordance with the request of the Individual Employer such competent workmen and skilled mechanics, if available, of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral to jobs on a nondiscriminatory basis.
 - (a) Workmen specifically requested by name, who have been laid off or terminated in the geographic area of the appropriate Local Union having work and area jurisdiction within one (1) year before such request by a

requesting Individual Employer or Individual Employer members of a registered joint venture now desiring to reemploy the same workmen in the same area, provided they are available for employment. Such request shall be confirmed in writing within twenty-four (24) hours after the request is made.

- (b) Workmen who, within the two (2) years immediately before the Individual Employer's order for men, have performed work of the type covered by this Agreement in the geographic area of the Agreement as defined in Section 1, provided such workmen are available for employment.
 - (c) Workmen whose names are entered on said lists and who are available for employment.
- (5) When ordering workmen of the skills required, the Individual Employer will give notice to the appropriate Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday), or in any event, not less than seventeen and one half (17-1/2) hours, if possible, before the required reporting time. In the event that forty-eight (48) hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Local Union shall not furnish such workmen, the Individual Employer may procure workmen from any source. If workmen are so employed, the Individual Employer shall promptly report in writing to the appropriate Local Union having work and area jurisdiction, each such workman by name. In emergency cases workmen may be dispatched other than at such dispatching time.
- (6) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for any reason. No applicant for employment will be required to sign a medical statement as a condition of employment. The Individual Employer may discharge any employee for any cause which he or it may deem sufficient, provided there shall be no discrimination on the part of the Individual Employer against any Employee for activities on behalf of, or representation of the Union, not interfering with the proper performance of his duties. Whenever an Individual Employer discharges an employee, he shall submit a written notice to the employee stating the reason for the discharge.
- (7) The Individual Employer shall be the sole judge of the qualifications of all his employees and may upon such grounds discharge any of them. No employee may be discharged without "just cause". In the event of discharge without "just cause", the Employee may be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the Grievance Procedure provided for in Section 5 hereof. An Individual who is rejected or discharged for cause by the Individual Employer, including, but not limited to drug and alcohol pre-employment testing, shall not be referred to such Individual Employer for a period of one (1) year from the date of rejection or discharge.

- (8) Any individual desiring employment in a particular area shall register at the appropriate Local Union office by appearing personally and shall indicate his name, address, telephone number, Social Security Account Number, qualifications, type of work desired and the date of such registration.
- (9) Available for employment shall mean: all individuals eligible for referral shall be present at the appropriate Local Union office during dispatching hours; however, they may be present at a location where they can be reached by telephone if they live in a remote area, or, due to extenuating circumstances, cannot be personally present.
- (10) Dispatching hours shall be from 7:00 a.m. to 9:00 a.m. daily (Saturday, Sunday and recognized holidays excluded).
- (11) Each individual, upon being referred, shall receive a referral slip to be transmitted to the employer representative at the jobsite, indicating his name, address, and Social Security Account Number, type of job, date of proposed employment, applicable wage rate, date of referral and the time of day dispatched from the union hall.
- (12) To insure the maintenance of a current registration list all individuals who do not re-register within one (1) week of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this Section they shall maintain their previous positions on such list.
- (13) Persons shall be eliminated from the registration list for the following reasons:
 - (a) Dispatched to the job, except that any person who is rejected by the Individual Employer or fails to complete one (1) full day's work shall retain his position on said list.
 - (b) Failing to accept suitable employment one time during the current week at the time of dispatch.
 - (c) Unavailable for employment during the current week.
 - (d) Any individual dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he re-registers.
- (14) No individual who is rejected by the Individual Employer shall be referred to such Individual Employer with respect to the same request pursuant to which he was initially referred.
- (15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions set

forth in this Section, and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.

- (16) Selections of applicants for referral to jobs pursuant to this Agreement shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the provisions of Section 3A.
- (17) Any person, including an Individual Employer, aggrieved by the operation of the hiring hall provisions of this Section has the right to submit his grievance to permanent hiring hall arbitrator who shall be Gerald McKay, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) working days after the occurrence of the grievance. The neutral hiring hall arbitrator shall have full power to adjust the grievance and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of each Local Union or District Council. Notices required by this submission of any such grievance shall be available at all times in the office of each Local Union or District Council. Notices required by this Subsection shall be mailed or delivered to District Council of Plasterers and Cement Masons of Northern California, at Operative Plasterers and Cement Masons of Northern California Local Union No. 300, 703 South "B" Street, Suite 200, San Mateo, CA 94401, and Local Union No. 400, 810 West Stadium, Sacramento, CA 95834. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of arbitration should be borne equally by the Employer and the Union regardless of which Local Union, District Council or Individual Employer is involved.
- (18) The Individual Employer will notify the Local Union having area jurisdiction, of the name and Social Security Number of his employees that are to work in the area other than his own local. It is also agreed the Individual Employer shall have the right to designate the first (1st), third (3rd), fifth (5th) man, etc., up to fifty percent (50%) but not more than fifty percent (50%) shall be brought in other than the odd man. At no time shall the percentage be increased during the duration of such job. Any person who is hired under the fifty percent (50%) clause as described in this Subsection 3B(18) shall be considered for all purposes on that job as a person hired under that clause regardless of whether or not he is laid off or terminated and then rehired on the same job during the course of the job.
- (19) Where there are four (4) or more Cement Masons employed on one job, by one employer, one shall be designated Foreman. He shall receive Foreman's pay and work with his tools at the Individual Employer's discretion.

- (20) An Individual Employer may employ apprentices to do all work performed by journeymen in accordance with this Agreement. The ratio of apprentices to journeymen shall be a mandatory one (1) apprentice for every five (5) journeymen and may be as low as one (1) apprentice for every three (3) journeymen at the option of the Individual Employer.
- (21) Notwithstanding the provisions of this Subsection 3B, upon notice in writing being given to the appropriate Local Union of the Union, the Individual Employer shall have complete freedom to employ one (1) qualified student employee per construction project. A qualified student employee is defined as one who is enrolled in a CEA-sponsored or approved construction management program. The qualified student employee is not deemed to be covered by the terms, conditions and economics of this Agreement, including Section 3A (Union Security), unless he is employed for a period of over 500 hours during any one calendar year.
- (22) Notwithstanding the above, the mobility of all employees who have been employees of the Individual Employer for the period of the immediate two (2) months shall not be restricted for any reason subject to Section 3A, Union Security. In order for the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual Employer shall:
- (a) provide the appropriate Local Union, when requested in writing, with a current list of names and Social Security Numbers of those employees who are eligible for mobility, prior to any employee being moved; and
 - (b) The Individual Employer shall notify the appropriate Local Union of a job or project of more than one day's duration.
 - (c) In cases where an Individual Employer is found to have dispatched certain employees not eligible for mobility to a job site as defined in 3B(22), then the Local Union having jurisdiction in the project area shall notify the Individual Employer of such violation or error. The Individual Employer, upon notification by the Union, shall within 24 hours correct said violation or error to the satisfaction of the Union.
 - (d) No Employee of the Individual Employer shall suffer loss of mobility for a break in service of four (4) months or less with the Individual Employer if the break in service is due to illness or extended vacation.

SECTION 4

NO CESSATION OF WORK

It is mutually understood and agreed that during the period when this Agreement is in force and effect, the Union or Local Union will not authorize any strike, slow-down or stoppage of work in any dispute, complaint or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints or grievances as arise out of the failure of any Employer and Individual Employer to comply with the provisions of the hiring clause, Section 3B hereof, or the provisions of Section 8A, B, C, D, or E. As to any Individual Employer who shall fail or refuse to comply with the provisions of those sections, so long as such failure or refusal continues, it shall be a violation of this Agreement if the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn by reason of any dispute, complaint or grievance arising out of the violation of any similar hiring clause in any agreement between Employer and any other union, the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer and such refusal shall not be a violation of this Agreement.

In the event the Board of Trustees of a Fund into which the Individual Employer is required to pay determines that an Individual Employer is delinquent in the making of any payments required by Section 8B, C, or E, thereof, it shall not be in violation of this Agreement so long as such delinquency continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employee of an Individual Employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other union, the Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer and such refusal for such period shall not be a violation of this Agreement. Any Employee so withdrawn or refusing to perform any work as herein provided shall not lose his status as Employee but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been withdrawn or refused to perform any work.

- (A) No Employee covered hereby may be discharged by any Individual Employer for refusing to cross a picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized or sanctioned by the Local Building and Construction Trades Council having jurisdiction over the area in which the job is located, after the Individual Employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the Individual Employer involved at his address. This Section shall not apply to jurisdictional disputes.

SECTION 5

GRIEVANCE PROCEDURE

Any dispute concerning any application or interpretations of this Agreement, other than jurisdictional disputes as referenced in Section 6, shall be subject to the following procedure:

- A. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer or in the case of a grievance of an Individual Employer to the Business Agent of the appropriate Local Union (or District Council) who shall then attempt to adjust said grievance or dispute at the job site level.
- B. If the dispute is not resolved by the Individual Employer and/or the Business Agent of the appropriate Local Union (or District Council), the Employer and the Union shall attempt to adjust said grievance or dispute.
- C. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union (or District Council) or otherwise authorized Union Representative and the Individual Employer or his representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
- D. The grieving parties shall specify in writing on a standard Trust Fund grievance form the date(s) of the alleged violation(s), the nature of the alleged violation(s), and the specific provision(s) of the Agreement applicable to the dispute. A dispute shall not be recognized as a grievance nor be subject to the grievance procedure, provided said dispute is outside the scope of the Agreement. No dispute, complaint or grievance, shall be recognized unless called to the attention of the Employer and the Union in writing within ten (10) calendar days (with the exception of holidays) after the last date the alleged violation was committed.

In the event the grievance involves the issue of a sub-contractor violation where the subcontractor is signatory directly to this agreement as an Individual Employer, a separate grievance shall be filed against said subcontractor and said grievance shall be processed to its final conclusion through these procedures prior to any grievance hearing against the prime contractor.
- E. The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Employer, and an Impartial Arbitrator. At any point in the proceedings should the panel be unable to reach a majority vote, the Arbitrator shall participate and his decision shall be final and binding.
- F. In addition to any rule or procedure which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
 - (1) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. However, the Impartial Arbitrator may be changed or replaced at the request of either party.

- (2) Neither side will utilize attorneys in these Boards of Adjustment proceedings unless advance written notice of a minimum of ten (10) working days is provided to the Employer and the Union, in which case both sides shall have that right.
 - (3) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator.
 - (4) In the case of a deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing, unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
- G. The Board of Adjustment shall meet within thirty (30) days following written submission of the grievance to the Employer or Union with the exception of discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) days. Failure of either party to meet or to participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.
- H. In discharge cases if the Board of Adjustment fails to meet within fifteen (15) days due to unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) days. If the Employer or Individual Employer is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing until such time as the Board of Adjustment meets.
- I. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto.
- J. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual Employer, and such action shall not be a violation of this Agreement.
- K. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 1C who has agreed under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

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

- L. The expenses of the Joint Board of Adjustment and the Impartial Arbitrator, including the cost of a court reporter, shall be borne equally by the Employer and the Union.

SECTION 6

JURISDICTIONAL DISPUTES

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and any other union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves, and if not settled then it shall be submitted to the International Presidents of the Unions involved in the dispute for determination and if not settled, the parties hereto agree that the dispute shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accordance with the plan adopted by the Building Trades Department, AFL-CIO. The Employer, the Individual Employer and the Union shall be and are bound by such determination and decision unless the other union shall refuse to abide by the determination and decision in which case the Union shall be and is authorized to proceed to enforce the decision by any lawful means in which case the work shall proceed as originally assigned by the Individual Employer until such decision is made.

SECTION 7

WORKING RULES

A. Work Day

Eight (8) consecutive hours starting between 5:00 a.m. and 10:00 a.m., excluding lunch period, except as provided under shift work, shall constitute a regular day's work at straight time rates. However, different starting times may be established at individual jobsites by mutual consent of a majority of the Employees and the Individual Employer providing the Local Union is notified in writing.

No Employee shall be required to work continuously for more than five (5) hours from the beginning of the regular work shift without an opportunity to eat lunch. Each Employee covered by this Agreement shall be permitted to take not less than one-half (1/2) hour for lunch period and no work shall be performed by said Employee during the lunch period unless the applicable double time rate is paid. Eating periods, at the option of the Individual Employer may be staggered at any time after the first three (3) hours from the beginning of the regular shift.

No employee shall be required to work continuously for more than two and one-half (2-1/2) hours after the end of his regular shift without being provided a reasonable time to eat dinner. The Individual Employer shall compensate such Employee ten dollars (\$10.00) for the purchase of dinner. There shall be no loss of wages during the evening meal period. In the event, for reasons beyond the control of the Individual Employer, it is not possible for

the Employees to purchase an adequate meal, dinner may be provided by the Individual Employer. No work shall be performed by Employees during such dinner periods unless the applicable double time rate is paid.

Double time rate shall be paid to Employees required to work during or beyond a specified meal period. The double time rate shall be paid from the time the meal period starts until the Employee is afforded an opportunity to eat the applicable meal or the end of the shift, whichever occurs first.

Each Employee shall have eight (8) consecutive hours of rest in any twenty-four (24) hour period. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift. If an employee is required by an Individual Employer to report to work without eight (8) consecutive hours of rest from the end of his regular or overtime shift, he shall be paid for all hours worked at the appropriate overtime rate until he has eight (8) consecutive hours of rest away from the job. Waiting time at the jobsite, when directed by the Individual Employer, without performance of work shall not be considered a break within the meaning of this Section.

B. Work Week

The regular work week shall consist of forty (40) hours, Monday through Friday, at straight time rates.

On a job where a craft with whom the Employer has negotiated a short work week terminates early on Friday, the Individual Employer will keep the Cement Mason employed the balance of work day when the employer determines that work is available.

Four (4) by Ten (10) Work Week (4x10): An individual employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate. (See Letter of Agreement Attachment A.)

C. Change in Work Day or Work Week

When the Union and Employer consider and agree that conditions of the industry in the area covered by this Agreement warrant a shortened work day or work week, the Union and the Employer shall jointly give adequate consideration and discussion to such changes; provided, however, that any such changes in the work day or work week shall not be used to increase the basic hourly wage scales or to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the work day and work week.

Saturday Make Up Day - In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, and concrete plant) or any other condition beyond the control of the Employer, Employees (at their option) may make up such a day on Saturdays and shall be paid at the applicable straight time rate. No employee shall be disciplined or discharged for not working on Saturday make-up. The Individual Employer, as a courtesy, shall notify the Union of any Saturday make-up day work prior to working same.

D. Shift Work

Where multiple shifts are worked, if the Individual Employer elects to work the day shift starting between the hours of 5:00 a.m. and 10:00 a.m., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second shift shall work seven and one-half (7-1/2) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than five (5) consecutive work days.

On heavy, highway and engineering work only, where predetermined conditions exist as advertised by the bidding authority requiring a starting time outside of the established starting times, a special single shift differential of \$3.00 shall apply. (This provision shall not apply to building construction work.)

It is agreed that the Individual Employer and the Employees hereby affected may mutually agree, in writing, upon different starting or quitting times for any of the above-mentioned shift arrangements.

When, upon requirement of the awarding authority, the Individual Employer produces evidence in writing to the Union of a bona-fide job requirement or, due to safety conditions or other requirements, such work may be performed on single or double shift basis and an Employee shall work eight (8) consecutive hours for which he shall receive eight (8) hours' straight time pay, Monday through Friday. Any Employee who reports to work on such special shift and for whom work is provided shall receive not less than eight (8) hours' straight time pay. The employer shall notify the Local Union having area jurisdiction before starting such special shift and shall confirm the notice, in writing, within twenty-four (24) hours following the start of the special shift.

E. Overtime

On regular work days from Monday through Friday, time and one-half (1-1/2) shall be paid for overtime worked in excess of eight (8) hours in any one (1) day. Time and one-half (1-1/2) shall be paid for the first eight (8) hours worked on Saturdays unless Saturday is a make up day per Section 7(C). Double (2) time shall be paid for all overtime worked after eight

(8) hours on Saturdays and for all time worked on Sundays and Holidays; and no Employee shall be required to work continuously for more than five (5) hours from the beginning of the regular work shift without opportunity to eat lunch. Each employee covered by the Agreement shall be permitted to take not less than one-half (1/2) hour for lunch period and no work shall be performed by said Employee during the lunch period unless the applicable double (2) time rate is paid.

F. Show-up Time

Any workman reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before the end of his last preceding shift not to report. Any Employee who reports to work and for whom work is provided shall receive not less than four (4) hours' pay and if more than four (4) hours are worked in any one (1) day shall receive not less than a full day's pay therefore, unless, prevented from working for reasons beyond the control of the Individual Employer, including but not limited by such factors as inclement weather or breakdown causing discontinuance of a major unit of the project during which time workmen are not required or requested to remain on the job by the Individual Employer or his agent.

On the first day of dispatch, an individual's work day shall commence at the time of workman reports to the job site and shall end on the quitting time of the regular shift, provided the Individual Employer has notified the Union by 2:30 p.m. one day in advance of the need for an employee.

Any overtime worked after the regular quitting time shall be paid in accordance with the Master Labor Agreement.

G. Recognized Holidays

The following are recognized holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

If any of the above holidays fall on a Sunday, the following Monday shall be considered a legal holiday. If the holidays of Independence Day (Fourth of July), Christmas or New Year's Day fall on a Saturday, the preceding Friday shall be considered a legal holiday, when and if the Basic Crafts adopt this provision.

H. Pre-job Conference

There shall be a pre-job conference prior to the start of a job if requested by either party.

I. Employee's Tools

Cement Masons will be required to furnish the following "Bag of Tools": Three (3) trowels (varying in sizes to fit work); one (1) pointer (trowel); one (1) set of coving tools (1 nose and 1 cove); one (1) wood hand float; one (1) rubber float; one (1) hammer; one (1) sledge hammer; one (1) hand saw; three (3) hand edgers (1/4", 1/2" and 3/4" radius to match coving tools); one (1) set of knee pads; one (1) hand brush (paint brush); two (2) levels (1 pocket, 1-23" or longer); 300' nylon cord, one (1) pair pliers, w/side cutter; carpenter pencil and marking crayon. All tools are to be manufactured in the United States.

J. Owners

No more than one (1) owner of a firm or company which is an Individual Employer under this Agreement shall be permitted to perform work covered by this Agreement.

SECTION 8 WAGE SCALES, HEALTH AND WELFARE, PENSION, VACATION/HOLIDAY, APPRENTICESHIP FUND AND SUPPLEMENTAL DUES

A. Wage Scales

Basic wage scales for Cement Masons and specialty classifications applicable for the period June 27, 2005 to June 15, 2009 are set forth as follows:

	6/27/05	6/26/06	6/25/07	6/30/08
(1) Journeyman	\$24.88	*	*	*
(2) Swing or Slip	\$25.63	*	*	*
Form Scaffolds				
(3) Mastic	\$25.63	*	*	*
Magnesite, Gypsum, Epoxy, Polyester, Resin and all composition				
(4) Foreman	Effective June 27, 2005, the Foreman shall receive \$3.00 per hour above Journeyman scale.			

*Future Increases

6/26/06	\$1.55 to be allocated by the Union
6/25/07	\$1.40 to be allocated by the Union
6/30/08	\$1.30 to be allocated by the Union

Upon at least sixty (60) days written notice to the Employer prior to any increase date specified in the contract, the Union may elect at its option to allocate the increase to any or all of the following:

1. Wage Rates
2. Health and Welfare
3. Pension
4. Vacation/Holiday/Supplemental Dues
5. Apprenticeship Fund

If the Union fails to properly notify the Employer of an allocation of wages and benefits as outlined in Section 8, the allocation will not become effective until 30 days after notification, but in no event prior to the scheduled increase date.

On those public works projects where a prevailing wage determination by the State or Federal agencies prevails such wage and fringe rate referenced in the bid specs shall remain in effect for the duration of said project.

- (5) Apprentices shall be paid the following percentage of the journeymen wages, effective June 30, 2003:

First Period	0 Work Hours & Related Training Hours	(65%)*
Second Period	700 Work Hours & 72 Related Training Hours	(70%)
Third Period	1400 Work Hours & 144 Related Training Hours	(75%)
Fourth Period	2100 Work Hours & 216 Related Training Hours	(80%)
Fifth Period	2800 Work Hours & 288 Related Training Hours	(85%)
Sixth Period	3500 Work Hours & 360 Related Training Hours	(95%)
Journeyman	4200 Work Hours & 432 Related Training Hours	

*NOTE: REGARDING FRINGE BENEFITS: ONLY HEALTH AND WELFARE TO BE PAID IN FIRST SIX MONTHS. THEREAFTER APPRENTICE IS ELIGIBLE TO RECEIVE FULL FRINGE BENEFITS

Apprentices indentured when classes were not scheduled may be considered for advancement to the next higher rate if he/she meets all other requirements.

Advance written notification to the Individual Employer shall be required regarding period advancement and/or eligibility for full fringe benefits prior to such individuals becoming eligible to receive an increase to either wages or fringes. The Individual Employer will not be held accountable for any retroactivity if not properly notified as described herein. All increases will become effective the pay period in which notification was given.

An Individual Employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeypersons regularly employed by him, and not more than one (1) additional apprentice for each three (3) additional journeypersons employed by him. The first apprentice may not be employed until the Individual Employer regularly employs at least two (2) journeypersons. Any Individual Employer employing five (5) journeypersons shall, while employing five (5) journeypersons, also employ at least one (1) apprentice. For each additional five (5) journeypersons then in his employ, he shall employ at least one (1) additional apprentice.

Credit for verified previous cement mason experience may be granted by the Northern California Cement Masons Joint Apprenticeship and Training Committee, Subcommittee or its designated representative when the apprentice has completed his/her probationary period (first 500 hours extending not more than six (6) months). However, credit for previous experience may be granted by the Northern California Cement Masons Joint Apprenticeship and Training Committee or Subcommittee prior to the completion of the six (6) month period or 500 hours requirement if the following conditions are met:

1. Verification from previous employer/s in specified work processes.
2. Class requirements have been met.
3. Current employer must substantiate ability of apprentice re-rate.

B. Health and Welfare

Health and Welfare contributions applicable for the period June 27, 2005 to June 15, 2009 are set forth in full herein:

	6/27/05	6/26/06	6/25/07	6/30/08
Health and Welfare	\$6.00	*	*	*

Subject to the provisions hereof, each Individual Employer covered by this Agreement will contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under said Agreement, to the Cement Masons Health and Welfare Trust Fund for Northern California and will be subject to and entitled to the benefits of all of the provisions of the Trust Agreement dated April 7, 1953 establishing that Fund, and any amendment or amendments thereto. It is understood and agreed that there shall be no duplicating contributions with respect to any employee or the work of any employee. Without limiting this general understanding, the parties agree that any subcontractor covered by this Agreement pursuant to Section 1C shall only be required to pay contributions into the Cement Masons Health and Welfare Trust Fund for Northern California with respect to such work covered by this Agreement. The Union and the Employer agree that this plan is and has been a defined contribution plan.

C. Pension Plan

Pension Plan contributions applicable for the period June 27, 2005 to June 15, 2009 are set forth in full herein:

	6/27/05	6/26/06	6/25/07	6/30/08
Pension	\$3.50	*	*	*

Each Individual Employer covered by this Agreement will contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under the Agreement, to the Cement Masons Pension Trust Fund for Northern California and will be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated November 23, 1959 establishing that Fund, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined contribution plan.

D. Vacation/Holiday/Supplemental Dues Plan

Vacation/Holiday/Supplemental Dues Plan contributions applicable for the period June 27, 2005 to June 15, 2009 are set forth in full herein:

	6/27/05	6/26/06	6/25/07	6/30/08
Vacation/Holiday	\$3.25	*	*	*
Supplemental Dues	\$1.45			

Each Individual Employer covered by this Agreement shall contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under the Agreement, to the Cement Masons Vacation/Holiday/Supplemental Dues Plan and will be subject to, and entitled to the benefits of, all of the provisions of the Trust Agreement dated March 29, 1963, establishing the Cement Masons Vacation Trust Fund for Northern California, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined contribution plan.

The parties agree that the Trustees of the Vacation/Holiday Trust Fund may allocate up to 25% of the applicable contributions for Holiday pay.

Supplemental Dues

Effective for all work performed on or after July 1, 1980, it is agreed that upon authorization as required by law, the amount of twenty-five cents (\$.25) per hour for each hour paid for or worked shall be transmitted from the vacation/holiday benefit of each workman and shall be remitted directly to the Union. For all work performed after July 1, 1981 thirty-five cents

(\$0.35) shall be remitted to the Union. For all work performed after July 1, 1982, forty-five cents (\$0.45) shall be remitted to the Union. For all work performed after July 1, 1988, fifty-three cents (\$0.53) shall be remitted to the Union. For all work performed after July 1, 1990, fifty-eight cents (\$0.58) shall be remitted to the Union. For all work performed after June 27, 1994, sixty cents (\$0.60) shall be remitted to the Union. For all work performed after June 29, 1998, eighty-five cents (\$0.85) shall be remitted to the Union. For all work performed on or after June 28, 1999, ninety cents (\$0.90) shall be remitted to the Union. For all work performed after June 26, 2000, ninety-five cents (\$0.95) shall be remitted to the Union. For all work performed after June 25, 2001, ninety-eight cents (\$0.98) shall be remitted to the Union. For all work performed after July 1, 2002, one dollar (\$1.00) shall be remitted to the Union. For all work performed after June 28, 2004, one dollar and five cents (\$1.05) shall be remitted to the Union. For all work performed after June 27, 2005, one dollar and forty-five cents (\$1.45) shall be remitted to the Union. This amount shall not be deemed to be a part of the Vacation/Holiday benefit, but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the workman. Such remittance shall be made to the Union not less than four times per year.

E. Apprenticeship and Training Fund

Apprenticeship contributions applicable for the period June 27, 2005 to June 15, 2009 are set forth in full herein:

	6/27/05	6/26/06	6/25/07	6/30/08
Apprenticeship	\$0.28	*	*	*

Each Individual Employer covered by this Agreement shall contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under this Agreement, to the Cement Masons Apprenticeship and Training Fund and will be subject to, and entitled to the benefits of, all of the provisions of the Trust Agreement dated July 18, 1974, establishing the Cement Masons Apprenticeship and Training Trust Fund for Northern California, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined contribution plan.

The Cement Masons Apprenticeship program shall be administered by the Cement Masons Joint Apprenticeship Committee. The Committee shall consist of an equal number of representatives appointed by the Union and the Employer. The Committee shall have the authority to hire a Director, promulgate regulations, dispense monies generated by the Apprenticeship Fund and have final authority over all aspects of the training program. Local Joint Apprenticeship Committees may be established by the Cement Masons Joint Apprenticeship Committee. Additional provisions will be added to the new Apprenticeship Fund language to establish an escrow account for fund contributions. The escrow account is in accordance with the procedure used in 1958 to set up the vacation plan.

- F.** The Union and the Employer agree that the Individual Employers covered by this Master Agreement may cover owners, partners or supervisory personnel above the rank of foreman in the Cement Masons Health and Welfare Trust Fund for Northern California, the Cement Masons Pension Trust Fund for Northern California, the Cement Masons Vacation/Holiday Trust Fund for Northern California and the Cement Masons Apprenticeship and Training Trust Fund for Northern California, by paying contributions with respect to the work of such an individual into all of these Funds monthly, on the basis of one hundred sixty (160) hours, in accordance with the hourly rates set forth in this Master Agreement, regardless of the hours worked by any such individual in a month, provided that such individual is performing work within the 46 Northern California Counties area and that, if not an owner, partner or supervisor would be working as a journeyman Cement Mason under the terms of this Agreement and provided further that the Individual Employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual continues to perform work for the Individual Employer within the 46 Counties area in the capacity of an owner, partner deemed an employee covered by this Agreement solely for the purpose of participating in said Funds and shall have no rights or privileges under the Agreement as an employee.

G. Audit

1. The Employer and the Individual Employer agree that upon a written request from the Union or the Employer to the Board of Directors of the Northern California Cement Masons Funds Administration, Inc., the Board of Directors will direct an audit of the payroll account of any Individual Employer named in the request within ten (10) days. If the initial audit on the payroll account does not provide enough information to determine whether or not any delinquency exists, then the Board of Directors will direct a further audit of whatever records or accounts exist in order to determine the amount of the delinquency.
2. The Individual Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and in addition, pay liquidated damages. All delinquent contributions shall bear simple interest at the rate of one and one half percent (1.5%) per month until receipt of payment.

Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred and fifty dollars (\$150.00) per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions. The cost of any audit shall be borne by the Individual Employer if the delinquency disclosed by the audit is in excess of one thousand dollars (\$1,000.00) and is not the result of a clerical error. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs

associated with the recovery of delinquent Trust Fund contributions.

3. It is understood and agreed by the parties hereto that the foregoing provisions for liquidated damages with respect to audit shortages are independent of and in addition to any and all provisions for liquidated damages resulting from delinquencies contained in each of the Trust Agreements to which the Individual Employer is subject under this Agreement.

SECTION 9 GENERAL CONDITIONS

A. Other Conditions

In the event that the District Council of Operative Plasterers and Cement Masons of Northern California which is signatory hereto, or any Local Union, enters into any other agreement with other employers or employer associations which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement. This section shall not be applicable to agreements between the Union and Individual Employers covering work in bona fide permanent yards or shops.

B. Constitution and Bylaws

The terms of this Agreement shall not be interpreted to abridge any of the constitution and bylaws of the Operative Plasterers and Cement Masons International Association or the constitution and bylaws of the Construction Employers' Association of California, Inc.

C. Conflicting Bylaws to be Amended

Where the bylaws of a Local Union subject hereto conflict with the provisions of this Agreement, it is agreed that this Agreement shall supersede any such bylaws.

D. Contracting

No work will be let by piece, contract or lump sum direct with Journeyman or Apprentices for labor services. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence", where not required or permitted by this Agreement, shall be evidence of a violation of the Agreement.

E. Payment of Wages

All wages must be paid on the jobsite weekly. When men are laid off or discharged they must be paid wages due them at the time of layoff or discharge in accordance with the provisions of the Labor Code of California.

Each Individual Employer shall provide with each payroll check, an itemized check stub showing separately the date of issuance, the payroll period, straight time hours, overtime hours, the Individual Employer's name and home office location and all legally required deductions.

F. Elimination of Restrictions on Production

No rules, customs, or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other laborsaving devices supplied by any Individual Employer.

G. Cooperation with Employer's Safety Measures

Local Unions shall cooperate (1) with the Individual Employer in the carrying out of all such employer's safety measures and practices for accident prevention and (2) Employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole. Each Individual Employer must post the name and address of his doctor and of the compensation insurance carrier on the jobsite.

Each Employee shall be required to participate in the Individual Employer's accident prevention program as required by CAL/OSHA.

Management Rights Regarding Substance Abuse: Notwithstanding any other provisions of this Agreement, the Employer expressly reserves the right, in its discretion, to undertake the following measures:

- (a) In the sole discretion of the employer, requiring covered employees to submit to examination by competent medical personnel to determine whether there is a probability that the employee is suffering from any impairment which might cause the employee to be a safety hazard to himself/herself or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this agreement in a prompt and competent manner. Such tests may include, in the discretion of the employer, such tests of the employee's bodily fluids as the employer may reasonably believe will elicit evidence of the employee's use of substances which are reasonably likely to alter or impair the employee's ability to perform his/her duties in a prompt, competent and safe manner.
- (b) Implementation of rules regarding the discipline and/or discharge of any employees that the employer determines, as a result of the tests described in subparagraph (a), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.

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

The individual employer shall have no obligation to compensate any individual employee who tests positive. If the individual employee's test is negative, the individual employer shall be responsible for not less than two (2) hours of show-up pay.

Disputes arising from the implementation of the provisions of this paragraph shall be subject to the grievance procedures set forth in Section 5 of this Agreement.

H. Visits to Jobsite

A business agent or special representative shall have access to the project during working hours for the purpose of checking the manner in which the terms of this Agreement are being complied with.

He shall make an effort to advise the Individual Employer or his representative of his presence on the project and shall not stop or interfere with the work of any workmen without the permission of the Individual Employer or his representative. No business agent or special representative shall be discriminated against for performing his duties under this Agreement.

I. Steward

A Steward shall be a working journeyman Employee appointed by the Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employers agree that the Steward shall be allowed a reasonable amount of time for the performance of such duties. The Union shall notify the Individual Employer of the appointment of each Steward.

No Steward shall be discharged or laid off except for just cause as described in Section 3B(7). Violation of this Section by the Individual Employer and discharge of a Steward shall be subject to grievance pursuant to Section 5. A Steward shall carry on his union duties in such a manner so as not to interfere with the performance of the work.

If the Individual Employer has been notified in writing of the appointment of a Job Steward the appropriate Local Union shall be given a one (1) day notice before a Cement Masons' Steward is laid off, unless the Cement Masons' work is finished.

J. Protective Clothing

The Individual Employer shall furnish the necessary goggles, hard hats, or other protective clothing pertaining to work with caustic materials. Rainwear will be issued as necessary. Such equipment shall be furnished, as necessary, by the Individual Employer free of charge and returned by the Employee immediately upon completion of the work and in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. No additional rain gear or other protective clothing will be reissued to the Employee unless and before he returns all original items issued.

K. Parking

In the event parking facilities are not available within three (3) blocks of a jobsite, the Individual Employer will provide such facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions it is necessary to use public facilities, the Individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof; such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. The area covered by this Agreement shall be the City of Sacramento, City and County of San Francisco, and the Counties of Alameda, San Mateo, Marin, Contra Costa, and Santa Clara.

**SECTION 10
EFFECT ON EXISTING AND OTHER AGREEMENTS**

Except as herein specifically provided, all existing labor Agreements between the Construction Employers' Association, Inc. and any of the District Councils or Local Unions of Operative Plasterers and Cement Masons International Association, for work covered herein, are hereby canceled effective June 15, 2005 by mutual consent and the terms thereof shall be superseded by the previous provisions hereof.

**SECTION 11 (A)
EMPLOYER'S MEMBERSHIP**

This Agreement is made for and on behalf of, and shall be binding upon, all persons, firms or corporations who at the time of execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

**SECTION 11 (B)
AGREEMENT BINDING UPON PARTIES**

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

SECTION 12

LIABILITY OF THE PARTIES

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

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

SECTION 13

EFFECT OF APPROVAL BY INTERNATIONAL UNION

It is agreed by and between the parties to this Agreement that the act of the Operative Plasterers and Cement Masons International Association (hereinafter called International Association) in approving this contract as to form and substance, as provided in the paragraph below, the International Association, its officers, and agents shall not in any manner thereby become a party to this Agreement, nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this contract in any manner whatsoever.

It is further agreed that the approval by the International Association as to form and substance is only for the purpose of indicating that the International Association certifies that the said contract is not in violation of the International Constitution and Bylaws and is approved as to form and substance for that purpose only and no other.

SECTION 14

GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The clauses hereof relating to hiring, Section 3A and "No Cessation of Work", Section 4 are intended to be inseparable and mutually interdependent. Should either of such Sections be held or determined to be illegal or void for any reason, then both of said clauses shall forthwith become of no further force or

effect and neither party shall by implication be bound thereby. The parties agree if and when any provisions of this Agreement are held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

SECTION 15

TRAVEL EXPENSE/TRAVEL CENTERS

“Travel Expense” is defined as reimbursement for gas, oil, tires and auto maintenance when employees are using their own vehicles and is not a wage or reimbursement for time spent in travel to or from the jobsite. No employee shall be disciplined for refusing to travel in a company vehicle to or from the jobsite.

“Traveling Centers” are defined as those area dispatch offices that exist on June 28, 1999.

Effective June 28, 1999, any job located fifty (50) miles or less from a Traveling Center shall not be subject to travel expense pay.

Each employee covered by this Agreement who travels over fifty (50) miles to the place of reporting for work from his residence or the location of the Local Union office having jurisdiction over the project, whichever is closer, shall be paid at the “Published Federal Reimbursement Rate” for all miles traveled outside the fifty (50) road miles and return to the fifty (50) mile mark only.

It is understood that travel expenses, when applicable, shall be paid for each day a worker travels and is employed in work covered by this agreement, but no later than once a week or upon termination whichever is sooner. It is further understood that if an employee is receiving reimbursement for room and board expenses or per diem payments as per Section 16, then the employee shall only be entitled to receive travel mileage the day the employee is dispatched or redispached to the job.

On Canal and Highway jobs the geographical midpoint of the job shall be considered as the reporting point for the purpose of travel expense pay. On all other jobsites, the project office shall be considered as the place of reporting for work for the purpose of travel expense pay.

The Employer agrees that no project office will be established in an area closer than fifty (50) miles in an effort to defeat the travel expense procedure herein established.

SECTION 16

EXPENSE OUT OF TOWN

If the Individual Employer requires an employee to live away from home while working on a “job of short duration” which is outside of the jurisdiction of the employee’s home area dispatch office, the individual employer shall reimburse the employee for room and board expenses. At the employer’s option, the individual employer may pay the employee the following per diem in lieu of room and board expense reimbursement for scheduled work when the employee is available to perform said work:

Sixty-five dollars (\$65.00) per diem, effective June 25, 2001

For the application of this section only, a “job of short duration” shall be interpreted to mean a job of two (2) months or less. In the event the job is more than two (2) months in duration, the Individual Employer will have the option of:

1. Continuing the employee and reimbursing as outlined above;
- or
2. Laying off the employee without any restrictions and providing return travel expenses to his home base. The employee will have the option of accepting the layoff or transferring to the local area dispatch hall where the work is being performed.

SECTION 17

GEOGRAPHIC AND MARKET CONDITIONS

The parties to the Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, 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.

In all other respects, the terms of the Master Agreement remain unchanged.

SECTION 18

EFFECTIVE AND TERMINATION DATE

This Agreement shall be effective as of June 15, 2005, and shall remain in effect until June 15, 2009 and shall be renewed from year to year thereafter unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change at least sixty (60) days prior to the date of the expiration of this Agreement.

The parties agree further that this Agreement is closed on all items until June 15, 2009 and all of the terms and provisions of said Agreement shall be and continue in full force and effect without further opening or change until June 15, 2009.

The Union agrees that in the event that in 2009 or any succeeding year either party should exercise its right under the first paragraph of this section, the parties shall, within thirty (30) days after receipt of written notice, meet and submit the changes desired and for a period of thirty (30) days prior to June 15 of any such year, bargain with respect to those changes. If no Agreement has been entered into between the parties hereto by June 15 of any year in which such notice shall have been given, then this Agreement shall thereupon cease and terminate.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representative duly authorized to do so this 20th day of April, 2005.

EMPLOYER:

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC.

By: /s/ Robert Dumesnil
Robert Dumesnil, Negotiating Committee Chairman

By: /s/ Michael Walton
Michael W. Walton, Secretary

UNION:

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA

By: /s/ Steven Scott
Steven Scott, Negotiating Committee Co-Chairman

By: /s/ Karl Bik
Karl Bik, Negotiating Committee Co-Chairman

ATTACHMENT A

April 20, 2005
LETTER OF AGREEMENT

between the
Construction Employers' Association of California, Inc.
and
District Council of Plasterers and Cement Masons of Northern California

It is understood between the Construction Employers' Association of California, Inc. and the District Council of Plasterers and Cement Masons of Northern California that it is the intent of the parties that the inclusion of the 4x10 work week in Section 7, paragraph B of the 2005-2009 CEA/Cement Masons Master Labor Agreement shall be at the option of the employee. No employee shall be discriminated against for refusing to work a 4x10 work week.

EMPLOYER:

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC.

By: /s/ Robert Dumesnil
Robert Dumesnil, Negotiating Committee Chairman

By: /s/ Michael Walton
Michael W. Walton, Secretary

UNION:

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA

By: /s/ Steven Scott
Steven Scott, Negotiating Committee Co-Chairman

By: /s/ Karl Bik
Karl Bik, Negotiating Committee Co-Chairman

ATTACHMENT B

April 20, 2005

LETTER OF AGREEMENT

between the

Construction Employers' Association of California, Inc.

and

District Council of Plasterers and Cement Masons
of Northern California

It is understood between the Construction Employers' Association of California, Inc. and the District Council of Plasterers and Cement Masons of Northern California that Management rights regarding Substance Abuse, notwithstanding any other provisions of this Agreement, the Employer expressly reserves the right, in its discretion, to undertake the following measures:

- (a) In the sole discretion of the employer, requiring covered employees to submit to examination by competent medical personnel to determine whether there is a probability that the employee is suffering from any impairment which might cause the employee to be a safety hazard to himself or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this agreement in a prompt and competent manner. Such tests may include, in the discretion of the employer, such tests of the employee's bodily fluids as the employer may reasonably believe will elicit evidence of the employee's use of substances which are reasonably likely to alter or impair the employee's ability to perform his duties in a prompt, competent and safe manner.

A pre-employment quick screen oral fluid test may be utilized by a trained representative of the Individual Employer. Non-negative test results shall immediately be shown to the tested applicant. Any "non-negative" test result shall be designated as "inconclusive" and shall be confirmed by a test of the employee's bodily fluids conducted by competent medical personnel pursuant to the paragraph above.

An Individual Employer may initiate a random testing program, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. The selection process shall be in accordance with DOT testing procedures. If an Individual Employer initiates such testing, all covered Employees shall be subjected to such testing. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and Employees prior to implementing a random drug testing program.

The parties shall establish a joint committee to determine whether there is a feasible means by which the Local Union can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

- (b) Implementation of rules regarding the discipline and/or discharge of any employees that the employer determines, as a result of the tests described in subparagraph (a), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.
- (c) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of those employees who request employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

The individual employer shall have no obligation to compensate any individual who tests positive. If the individual's test is negative, the individual employer shall be responsible for not less than two (2) hours of show-up pay.

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

EMPLOYER:

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC.

By: /s/ Robert Dumesnil
Robert Dumesnil, Negotiating Committee Chairman

By: /s/ Michael Walton
Michael W. Walton, Secretary

UNION:

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA

By: /s/ Steven Scott
Steven Scott, Negotiating Committee Co-Chairman

By: /s/ Karl Bik
Karl Bik, Negotiating Committee Co-Chairman

ATTACHMENT C

April 20, 2005

LETTER OF AGREEMENT

between the

Construction Employers' Association of California, Inc.

and

District Council of Plasterers and Cement Masons of Northern California

It is understood between the Construction Employers' Association of California, Inc. and the District Council of Plasterers and Cement Masons of Northern California an understanding was reached on "flexible" starting times as follows:

Section 7 - Work Day

Flexible Starting Times: Private work/laser screed and mat slab pours will have to have flexible and staggered starting times on any given day for some shifts of work to facilitate the availability of the laser screed and the delivery of concrete.

The Union recognizes the problem and it was agreed that the Union would cooperate on the matter even if it exceeded the three (3) hour variance currently spelled out in the Agreement. When the variance is necessary, the Contractor will advise the applicable Union Representative.

EMPLOYER:

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC.

By: /s/ Robert Dumesnil
Robert Dumesnil, Negotiating Committee Chairman

By: /s/ Michael Walton
Michael W. Walton, Secretary

UNION:

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA

By: /s/ Steven Scott
Steven Scott, Negotiating Committee Co-Chairman

By: /s/ Karl Bik
Karl Bik, Negotiating Committee Co-Chairman

ATTACHMENT D

**April 20, 2005
LETTER OF AGREEMENT
between the**

**Construction Employers' Association of California, Inc.
and
District Council of Plasterers and Cement Masons
of Northern California**

It is understood between the Construction Employers' Association of California, Inc. and the District Council of Plasterers and Cement Masons of Northern California that Saturday Work - Section 7C Saturday Make-up Day - add "or major mechanical breakdown or any other condition beyond the control of the Employer".

(The Employer pledged not to abuse this provision and in the event the Union believes an abuse exists, the matter is subject to the grievance procedure with applicable penalties. This is an added opportunity for an employee(s) who have missed work during the regular work week to work without penalizing the Employer. The employee(s) under these circumstances may accept or refuse the work, if available, on Saturday at the straight time rate.)

EMPLOYER:

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC.

By: /s/ Robert Dumesnil
Robert Dumesnil, Negotiating Committee Chairman

By: /s/ Michael Walton
Michael W. Walton, Secretary

UNION:

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA

By: /s/ Steven Scott
Steven Scott, Negotiating Committee Co-Chairman

By: /s/ Karl Bik
Karl Bik, Negotiating Committee Co-Chairman

ATTACHMENT E

MEMORANDUM OF AGREEMENT

It is hereby agreed by and between the undersigned parties that Section 7A (Working Rules – Work Day) of the 2005-2009 Master Agreement between the Construction Employers' Association (CEA) and the District Council of Plasterers and Cement Masons of Northern California is modified as follows:

SECTION 7 WORKING RULES

A. Work Day

Eight (8) consecutive hours starting between 5:00 a.m. and 10:00 a.m., excluding lunch period, except as provided under shift work, shall constitute a regular day's work at straight time rates. However, different starting times may be established at individual jobsites by mutual consent of a majority of the Employees and the Individual Employer providing the Local Union is notified in writing.

No Employee shall be required to work continuously for more than five (5) hours from the beginning of the regular work shift without an opportunity to eat lunch. Each Employee covered by this Agreement shall be permitted to take not less than one-half (1/2) hour for lunch period and no work shall be performed by said Employee during the lunch period unless the applicable double time rate is paid. Eating periods, at the option of the Individual Employer may be staggered at any time after the first three (3) hours from the beginning of the regular shift.

No employee shall be required to work continuously for more than two and one-half (2-1/2) hours after the end of his regular shift without being provided a reasonable time to eat dinner. The Individual Employer shall compensate such Employee six dollars (\$6.00) for the purchase of dinner. There shall be no loss of wages during the evening meal period. In the event, for reasons beyond the control of the Individual Employer, it is not possible for the Employees to purchase an adequate meal, dinner may be provided by the Individual Employer. No work shall be performed by Employees during such dinner periods unless the applicable double time rate is paid.

Double time rate shall be paid to Employees required to work during or beyond a specified meal period. The double time rate shall be paid from the time the meal period starts until the Employee is afforded an opportunity to eat the applicable meal or the end of the shift, whichever occurs first.

Effective January 1, 2001, every individual employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an individual employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at individual employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the individual employer shall make-up the missed rest period within the same work day or compensate the employee for the missed ten (10) minutes of rest time at his or her regular rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

If an individual employer fails to provide an employee a rest period in accordance with the applicable provisions of this Section, the individual employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not provided.

Each Employee shall have eight (8) consecutive hours of rest in any twenty-four (24) hour period. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift. If an employee is required by an Individual Employer to report to work without eight (8) consecutive hours of rest from the end of his regular or overtime shift, he shall be paid for all hours worked at the appropriate overtime rate until he has eight (8) consecutive hours of rest away from the job. Waiting time at the jobsite, when directed by the Individual Employer, without performance of work shall not be considered a break within the meaning of this Section.

Any dispute regarding the provisions of this Section shall be subject to Section 5 (Grievance Procedure) of this Agreement.

CONSTRUCTION EMPLOYERS' ASSOCIATION:

/s/ Robert Dumesnil

2/10/06

Date

/s/ Michael Walton

2/6/06

Date

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA:

/s/ Steven Scott

2/1/06

Date

/s/ Karl Bik

1/31/06

Date

SIDE LETTER

THIS AGREEMENT made and entered into April 20, 2005, by and between the CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC. ("Employer") and the DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA.

If any agency publishes wage and fringe benefit rates for a specific job or project which are less than the wage and fringe benefit rates set forth in this Agreement, the Individual Employer may utilize the wage rates, fringe benefit rates and other applicable working conditions established for that specific job or project set forth in the bid documents.

If no wage and fringe benefit rates are set forth in the bid documents for a specific job or project, the Union shall, upon an Individual Employer's request, establish wage rates, fringe benefit rates and working conditions for that specific job or project pursuant to Section 17 of the 2005-2009 CEA/Cement Mason Master Labor Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this 20th day of April, 2005.

EMPLOYER:

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC.

By: /s/ Robert Dumesnil
Robert Dumesnil, Negotiating Committee Chairman

By: /s/ Michael Walton
Michael W. Walton, Secretary

UNION:

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA

By: /s/ Steven Scott
Steven Scott, Negotiating Committee Co-Chairman

By: /s/ Karl Bik
Karl Bik, Negotiating Committee Co-Chairman

SIDE LETTER

THIS AGREEMENT made and entered into April 20, 2005, by and between the CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC. ("Employer") and the DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA.

Private Work Relief - Employers bidding private work against non-union contractors will advise, by request, the Union Area Representative the need to bid to a minimum of 80% wage.

The Union Representative shall not refuse such a request without proper justification. When either party abuses the "permission" or "denial" process, the issue will be subject to the Contractual Grievance Procedure (expedited) to resolve the differences.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this 20th day of April, 2005.

EMPLOYER:

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC.

By: /s/ Robert Dumesnil
Robert Dumesnil, Negotiating Committee Chairman

By: /s/ Michael Walton
Michael W. Walton, Secretary

UNION:

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA

By: /s/ Steven Scott
Steven Scott, Negotiating Committee Co-Chairman

By: /s/ Karl Bik
Karl Bik, Negotiating Committee Co-Chairman

SIDE LETTER

THIS AGREEMENT made and entered into April 20, 2005, by and between the CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC. ("Employer") and the DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA.

Prevailing Wage Protection: "If the prevailing wage and fringe benefit rates for a specific job or project which are less than the rates set forth in this Agreement, the Individual Employer may pay the prevailing wage rates established for that specific job or project set forth in the bid documents. If no wage rates or fringe benefit rates are set forth in the bid documents, the wage and fringe benefit rates set forth in the applicable Private Work Agreement shall apply. If the terms and conditions of the Private Work Agreement are not sufficiently competitive, the Union may, upon an individual Employer's request, establish more competitive wage rates, fringe benefit rates and working conditions."

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this 20th day of April, 2005.

EMPLOYER:

CONSTRUCTION EMPLOYERS' ASSOCIATION OF CALIFORNIA, INC.

By: /s/ Robert Dumesnil
Robert Dumesnil, Negotiating Committee Chairman

By: /s/ Michael Walton
Michael W. Walton, Secretary

UNION:

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA

By: /s/ Steven Scott
Steven Scott, Negotiating Committee Co-Chairman

By: /s/ Karl Bik
Karl Bik, Negotiating Committee Co-Chairman

MEMORANDUM OF UNDERSTANDING

It is hereby agreed by and between the undersigned parties that in the event the Union enters into any other agreement with other employers or employer associations which contain terms and conditions more favorable to such employers or employer associations than this Agreement, including a shorter term of agreement, then such conditions shall become a part of and apply to this Agreement.

CONSTRUCTION EMPLOYERS' ASSOCIATION:

_____/s/ Robert Dumesnil

_____/2/10/06
Date

_____/s/ Michael Walton

_____/2/6/06
Date

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA:

_____/s/ Steven Scott

_____/2/1/06
Date

_____/s/ Karl Bik

_____/1/31/06
Date

MEMORANDUM OF UNDERSTANDING

It is hereby agreed by and between the undersigned parties that when an Individual Employer works on a job that is covered by a project labor agreement to which the Union is signatory, the Individual Employer may work under the parties' Master Agreement for Northern California or the Project Agreement, whichever is more favorable to the Individual Employer.

CONSTRUCTION EMPLOYERS' ASSOCIATION:

_____/s/ Robert Dumesnil

_____/2/10/06
Date

_____/s/ Michael Walton

_____/2/6/06
Date

DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS OF NORTHERN CALIFORNIA:

_____/s/ Steven Scott

_____/2/1/06
Date

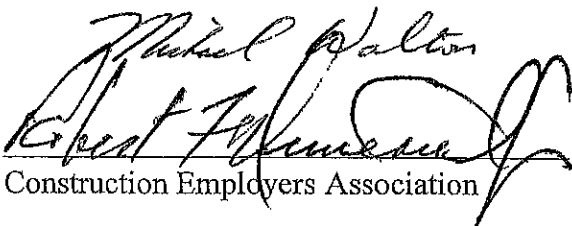
_____/s/ Karl Bik

_____/1/31/06
Date

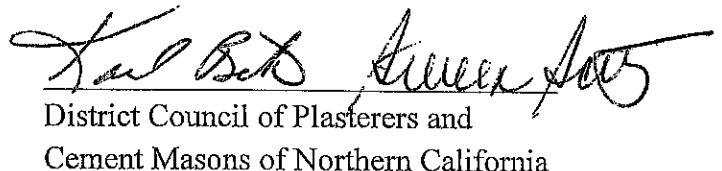
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement entered into on August 26, 2009, between the Construction Employers' Association and the District Council of Plasterers and Cement Masons of Northern California and its affiliated Local Unions 300 and 400 provides the following:

1. The current 2005-2009 Master Agreement between the Construction Employers' Association and the District Council of Plasterers and Cement Masons of Northern California and its affiliated Local Unions 300 and 400 is extended through June 15, 2010.
2. Effective June 29, 2009, a wage and fringe benefit increase of \$1.80, to be allocated as follows: \$1.13 to Wages, \$.50 to Health & Welfare, \$.05 to Training, \$.10 to Vacation; and \$.02 to DCO.
3. Effective June 29, 2009, Foreman shall be paid 12% per hour above the Journeyperson wage rate and General Foreman shall be paid 20% per hour above the Journeyperson wage rate.
4. All Memoranda of Understanding and Side Letters entered into between the parties shall remain in full force and effect through the term listed above.
5. The parties agree to meet and develop a Private Work Construction Agreement; Residential Addendum; and Cement Masons Work Preservation Committee Addendum.


Construction Employers Association

8/26/09
Date


District Council of Plasterers and
Cement Masons of Northern California

8-26-2009
Date

2006-2010
**MASTER AGREEMENT
FOR NORTHERN CALIFORNIA**
between
OPERATING ENGINEERS LOCAL UNION NO. 3
of the International Union of Operating Engineers, AFL-CIO



and
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.
ASSOCIATION OF CONSTRUCTION EMPLOYERS
ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS
ENGINEERING AND UTILITY CONTRACTORS ASSOCIATION
INDUSTRIAL CONTRACTORS UMIC, INC.



**OPERATING ENGINEERS
LOCAL UNION NO. 3**
of the International Union
of Operating Engineers, AFL-CIO.

OFFICERS

Russ Burns, Business Manager
Fred Herschbach, President
Carl Goff, Vice President
Robert L. Wise, Rec. Corres. Secretary
James Sullivan, Financial Secretary
Dan Reding, Treasurer

**2006 - 2010
MASTER AGREEMENT
For NORTHERN CALIFORNIA**

Between

OPERATING ENGINEERS LOCAL UNION NO. 3
of the International Union of Operating Engineers, AFL-CIO

and

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.
ASSOCIATION OF CONSTRUCTION EMPLOYERS
ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS
ENGINEERING AND UTILITY CONTRACTORS ASSOCIATION
INDUSTRIAL CONTRACTORS UNIC, INC.**

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2006 - 2010
MASTER AGREEMENT
FOR
NORTHERN CALIFORNIA
between
SIGNATORY ASSOCIATIONS
and
LOCAL UNION NO. 3
of the International Union
of Operating Engineers, AFL-CIO

THIS AGREEMENT, made and entered into this 16th day of June, 2006, by and between the SIGNATORY ASSOCIATIONS ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

**01.00.00 EMPLOYEES, CLASSIFICATIONS,
MANNING, AND WAGE RATES**

01.01.00 On all work covered by this Agreement (Section 02.05.00) when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 04.00.00 and the Job Placement Regulations of this Agreement and they and each of them shall be employed in the classifications and

at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00.

01.01.01 Notwithstanding any provisions of this Section 01.00.00 relating to manning, any piece of equipment involved in excavation for which no Employee is setting line or grade, or performing work which historically has been performed by Assistant to Engineers, an Assistant Engineer shall not be required. If assistance is necessary, such assistance shall be performed by an Assistant to Engineer. In the event a violation is alleged, and a dispute exists which cannot be resolved between the Employer and the Union, any Individual Employer found to be in violation of this Section 01.01.01 by a Board of Adjustment shall forfeit the application of this Section on all said Individual Employer's jobs or projects for the period of time and in the manner prescribed hereunder:

(1) *First (1st) Violation:* Said Section shall not apply for a period of three (3) consecutive months from the date said Individual Employer is found in violation by said Board of Adjustment and manning all Individual Employer's jobs or projects shall be in accordance with the requirements of Section 01.03.00 Classifications, Manning and Rates;

(2) *Second (2nd) Violation:* Same application as in (1) above for a period of six (6) consecutive months;

(3) *Third (3rd) Violation:* Same application as in (1) and (2) above for the duration of the Agreement.

NOTE: This Section shall not apply to any traditional crane work and any manning requirements on crane work shall be in accordance with Section 01.03.01.

01.02.00 *Area Definitions.* Section 24.00.00 provides a description of Areas 1 and 2 based upon Township and Range Lines. The Area 2 wage, as set forth in Section 01.03.00, shall be paid in all areas of Northern California not included in Area 1.

01.02.01 If all compensable time is spent by any Employee in Area 1, he shall be paid the Area 1 rate.

01.02.02 If two (2) or more hours of compensable time (straight or overtime) on any shift are spent by an Employee in Area 2, he shall be paid the Area 2 rate for the entire day.

01.02.03 The Employees employed by an Individual Employer in a permanent yard or shop or plant and Employees employed by an Individual Employer on residential construction projects (not camps), subdivisions, buildings of three (3) stories or less including utilities and site work related to these buildings, streets, roadways and utilities which are a part of a residential construction project located within Area 2 shall be paid the Area 1 wage rate.

01.02.04 If all Employees on a job or project are transported by the Employer from a permanent plant, yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1, all on the same day, on the Employer's time, said Employees shall be paid the Area 1 wage rate.

NOTE: The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.05.00 of this Agreement.

CLASSIFICATIONS:

**CURRENT STRAIGHT-TIME HOURLY
WAGE RATES—EFFECTIVE DATES**

*Asterisk denotes that the Union may allocate the increases in 2006, 2007, 2008 and 2009 to wages and/or fringe benefits. See Section 01.05.01.

GROUP 1 (3 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$34.77	\$35.42	\$2.00*	\$1.95*	\$1.80*
Area 2	\$36.77	\$37.42			

- 3491 1. Operator of Helicopter (when used in erection work)
3685 2. Hydraulic Excavator 7 cu. yds. and over (Assistant to Engineer required)
5951 3. Power Shovels, over 7 cu. yds. (Assistant to Engineer required)

GROUP 2 (7 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$33.24	\$33.89	\$2.00*	\$1.95*	\$1.80*
Area 2	\$35.24	\$35.89			

- 1131 1. Certified Chief of Party (when requested by Individual Employer)

- 3551 2. Highline Cableway
3695 3. Hydraulic Excavator 3-1/2 cu. yds. up to 7 cu. yds. (Assistant to Engineer required)
0672 4. Licensed Construction Work Boat Operator, On Site**
4780 5. Microtunneling Machine
5801 6. Power Blade Operator (finish)
5921 7. Power Shovels, over 1 cu. yd. and up to and including 7 cu. yds. m.r.c. (Assistant to Engineer required)

**Provided: If the Individual Employer has an existing collective bargaining relationship with another union, or employs a subcontractor who has a collective bargaining relationship with another union, the provisions of this Agreement shall not apply. However, the loading, unloading and related on-site construction work of barges, dredges, trucks or other motorized water equipment shall be performed by employees covered by this Agreement.

GROUP 3 (18 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$31.76	\$32.41	\$2.00*	\$1.95*	\$1.80*
Area 2	\$33.76	\$34.41			

- 0201 1. Asphalt Milling Machine
0371 2. Cable Backhoe (Assistant to Engineer required)
1301 3. Chief of Party

- 1381 4. Combination Backhoe and Loader over 3/4 cu. yds.
- 1861 5. Continuous Flight Tie Back Machine (Assistant to Engineer or Mechanic/Welder required)
- 1905 6. Crane Mounted Continuous Flight Tie Back Machine, Tonnage to apply (Assistant to Engineer or Mechanic/Welder required)
- 1915 7. Crane Mounted Drill Attachments, Tonnage to apply (Assistant to Engineer or Mechanic/Welder required)
- 2145 8. Dozer, Slope Brd
- 3171 9. Gradall (Assistant to Engineer required)
- 3705 10. Hydraulic Excavator up to 3-1/2 cu. yds. (Assistant to Engineer required)
- 4211 11. Loader 4 cu. yds. and over
- 4384 12. Long Reach Excavator
- 5061 13. Multiple Engine Scrapers (when used as push pull)
- 5891 14. Power Shovels, up to and including 1 cu. yd. (Assistant to Engineer required)
- 6011 15. Pre-Stress Wire Wrapping machine
- 7081 16. Side Boom Cat, 572 or larger
- 7925 17. Track Loader 4 cu. yds. and over
- 8961 18. Wheel Excavator (up to and including 750 cu. yds. per hour) (Assistant to Engineer required)

GROUP 4 (33 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$30.38	\$31.03	\$2.00*	\$1.95*	\$1.80*
Area 2	\$32.38	\$33.03			
0191	1. Asphalt Plant Engineer/Boxman				
1241	2. Chicago Boom				
1341	3. Combination Backhoe and Loader up to and including 3/4 cu. yds.				
1601	4. Concrete Batch Plants (wet or dry)				
2361	5. Dozer and/or Push Cat				
2751	6. Pull-Type Elevating Loader				
3221	7. Gradesetter, Grade Checker (GPS, mechanical or otherwise)				
3261	8. Grooving and Grinding Machine				
3301	9. Heading Shield Operator				
3305	10. Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar (Assistant to Engineer or Mechanic/Welder required)				
3401	11. Heavy Duty Repairman and/or Welder				
4041	12. Lime Spreader				
4151	13. Loader under 4 cu. yds.				
4391	14. Lubrication and Service Engineer (mobile and grease rack)				
4691	15. Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar) (Screedman required)				
4771	16. Miller Formless M-9000 Slope Paver or similar				

(Gradesetter required) (any additional assistance required on this equipment shall be performed by an Assistant to Engineer)

- 5771 17. Portable Crushing and Screening plants (Assistant to Engineer required)
- 5821 18. Power Blade Support
- 6381 19. Roller Operator, Asphalt
- 6471 20. Rubber-Tired Scraper, self-loading (paddle wheels, etc.)
- 6481 21. Rubber-Tired Earthmoving Equipment (Scrapers)
- 7211 22. Slip Form Paver (concrete) (one [1] Operator and two [2] Screedmen required)
- 7435 23. Small Tractor with Drag
- 7461 24. Soil Stabilizer (P&H or equal)
- 7506 25. Spider Plow and Spider Puller (properly manned by two [2] operators)
- 7841 26. Timber Skidder
- 8538 27. Tubex Pile Rig (any assistance required shall be an Operating Engineer)
- 7915 28. Track Loader up to 4 yards
- 7931 29. Tractor Drawn Scraper
- 8121 30. Tractor, Compressor Drill Combination (Assistant to Engineer required)
- 0674 31. Unlicensed Construction Work Boat Operator, On Site**
- 8881 32. Welder
- 9051 33. Woods-Mixer (and other similar Pugmill equipment)

****Provided:** If the Individual Employer has an existing collective bargaining relationship with another union, or employs a subcontractor who has a collective bargaining relationship with another union, the provisions of this Agreement shall not apply. However, the loading, unloading and related on-site construction work of barges, dredges, trucks or other motorized water equipment shall be performed by employees covered by this Agreement.

GROUP 5 (21 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$29.11	\$29.76	\$2.00*	\$1.95*	\$1.80*
Area 2	\$31.11	\$31.76			
1121	1. Cast-in-Place Pipe Laying Machine				
1451	2. Combination Slusher and Motor Operator				
1611	3. Concrete Conveyor or Concrete Pump, Truck or Equipment mounted				
1621	4. Concrete Conveyor, Building site				
1781	5. Concrete Pump or Pumpcrete Guns				
2362	6. Doms Stoneslinger (material conveyor attached to truck)				
2405	7. Drilling Equipment, Watson 2000, Texoma 700 or similar (Assistant to Engineer or Mechanic/Welder required)				
2431	8. Drilling and Boring Machinery, Horizontal (not to apply to waterliners, wagon drills or jack hammers) (Assistant to Engineer or Mechanic/Welder required)				

- 2471 9. Concrete Mixers/all
- 3761 10. Instrumentman
- 4571 11. Man and/or Material Hoist
- 4631 12. Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
- 4641 13. Mechanical Burn, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
- 4751 14. Mine or Shaft Hoist
- 5741 15. Portable Crushers
- 5861 16. Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- 6811 17. Screedman (automatic or manual)
- 7011 18. Self Propelled Compactor with Dozer
- 8055 19. Tractor with boom, D6 or smaller
- 8391 20. Trenching Machine, maximum digging capacity over 5 ft. depth (Assistant to Engineer required)
- 8831 21. Vermeer T-600B Rock Cutter or similar

GROUP 6 (28 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$27.79	\$28.44	\$2.00*	\$1.95*	\$1.80*
Area 2	\$29.79	\$30.44			

- 0161 1. Armor-Coater (or similar)
- 0391 2. Ballast Jack Tamper
- 0791 3. Boom-Type Backfilling Machine
- 0881 4. Asst. Plant Engineer
- 0941 5. Bridge and/or Gantry Crane

- 1181 6. Chemical Grouting Machine, truck mounted
- 1321 7. Chip Spreading Machine Operator
- 4970 8. Concrete Barrier Moving Machine (properly manned by two [2] operators)
- 1841 9. Concrete Saws (self-propelled unit on streets, highways, airports, and canals)
- 2111 10. Deck Engineer
- 2415 11. Drilling Equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c. Any assistance required will be performed by an Employee covered by this Agreement
- 2461 12. Drill Doctor
- 3511 13. Helicopter Radioman
- 3711 14. Hydro-Hammer or similar
- 4061 15. Line Master
- 4073 16. Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)
- 4271 17. Locomotive (Assistant to Engineer when required)
- 4431 18. Lull Hi-Lift or similar
- 5195 19. Assistant to Engineer, Truck Mounted Equipment (Class I Drivers License Required)
- 5531 20. Pavement Breaker, Truck Mounted, with compressor combination (Assistant to Engineer driver when required)
- 5571 21. Paving Fabric Installation and/or Laying Machine

- 5621 22. Pipe Bending Machine (pipelines only)
- 5681 23. Pipe Wrapping Machine (Tractor propelled and supported)
- 6791 24. Screedman, (except asphaltic concrete paving)
- 6844 25. Self Loading Chipper
- 7001 26. Self Propelled Pipeline Wrapping Machine
- 7501 27. Soils & Materials Tester
- 7941 28. Tractor

GROUP 7 (25 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$26.65	\$27.30	\$2.00*	\$1.95*	\$1.80*
Area 2	\$28.65	\$29.30			

- 0401 1. Ballast Regulator
- 1091 2. Cary Lift or similar
- 1421 3. Combination Slurry Mixer and/or Cleaner
- 2435 4. Drilling Equipment, 20 ft. and under m.r.c.
- 2893 5. Fireman Hot Plant
- 3241 6. Grouting Machine Operator
- 3611 7. Highline Cableway Signalman
- 3941 8. Stationary Belt Loader (Kolman or similar)
- 4031 9. Lift Slab Machine (Vagtborg and similar types)
- 4451 10. Maginnes Internal Full Slab Vibrator
- 4541 11. Material Hoist (1 Drum)
- 4721 12. Mechanical Trench Shield
- 5383 13. Partsman (heavy duty repair shop parts room)
- 5501 14. Pavement Breaker with or without Compressor Combination

- 5651 15. Pipe Cleaning Machine (tractor propelled and supported)
- 5781 16. Post Driver
- 6311 17. Rodman Chainman
- 6341 18. Roller (except Asphalt), Chip Seal
- 6851 19. Self Propelled Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals)
- 6911 20. Self Propelled Compactor (without dozer)
- 7123 21. Signalman
- 7241 22. Slip-Form Pumps (lifting device for concrete forms)
- 7821 23. Tie Spacer
- 8371 24. Trenching Machine (maximum digging capacity up to and including 5 ft. depth)
- 8511 25. Truck Type Loader

GROUP 8 (32 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$25.51	\$26.16	\$2.00*	\$1.95*	\$1.80*
Area 2	\$27.51	\$28.16			

- 0621 1. Bit Sharpener
- 0681 2. Assistant to Engineer Boiler Tender
- 0853 3. Box Operator**
- 0913 4. Brakeman**
- 1391 5. Combination Mixer and Compressor (shot crete/gunite)
- 1481 6. Compressor Operator

2153 7. Deckhand**
 2863 8. Fireman**
 2991 9. Mast Type Forklift
 3131 10. Generators
 3243 11. Gunit/Shotcrete Equipment Operator
 3373 12. Heavy Duty Repairman Helper**
 3701 13. Hydraulic Monitor
 3821 14. Ken Seal Machine (or similar)
 4901 15. Mixernobile
 5161 16. Operating Engineer in lieu of an Assistant to Engineer
 5173 17. Assistant to Engineer**
 6041 18. Pump Operator
 6131 19. Refrigeration Plant
 6241 20. Reservoir-Debris Tug (Self-Propelled Floating)
 6401 21. Ross Carrier (Construction site)
 6451 22. Rotomist Operator
 6831 23. Self Propelled Tape Machine
 7031 24. Shuttlecar
 7041 25. Self Propelled Power Sweeper Operator
 (includes Vacuum Sweeper)
 7271 26. Slusher Operator
 7611 27. Surface Heater
 7673 28. Switchman**
 7763 29. Tar Pot Fireman**
 8541 30. Tugger Hoist, Single Drum
 8841 31. Vacuum Cooling Plant
 8921 32. Welding Machine (powered other than by

electricity)

**Assistant to Engineer classifications

GROUP 8A (4 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$23.30	\$23.95	\$2.00*	\$1.95*	\$1.80*
Area 2	\$25.30	\$25.95			

- 0160 1. Articulated Dump Trucks (except when work is assigned to the Teamsters)
- 2581 2. Elevator Operator
- 4071 3. Skidsteer Loader, Bobcat 743 series or smaller and similar (without attachments)
- 4795 4. Mini Excavator under 25 H.P.
(Backhoe-Trencher)

Special Single Shift and Second Shift Wage Rates

(Refer to Sections 06.04.03 and 06.05.00)

Group 1	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$39.10	\$39.75	\$2.00*	\$1.95*	\$1.80*
Area 2	\$41.10	\$41.75			

Group 2

Area 1	\$37.37	\$38.02	\$2.00*	\$1.95*	\$1.80*
Area 2	\$39.37	\$40.02			

Group 3

Area 1	\$35.71	\$36.36	\$2.00*	\$1.95*	\$1.80*
Area 2	\$37.71	\$38.36			

Group 4

Area 1	\$34.15	\$34.80	\$2.00*	\$1.95*	\$1.80*
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Area 2 \$36.15 \$36.80

Group 5

Area 1 \$32.73 \$33.38 \$2.00* \$1.95* \$1.80*

Area 2 \$34.73 \$35.38

Group 6

Area 1 \$31.23 \$31.88 \$2.00* \$1.95* \$1.80*

Area 2 \$33.23 \$33.88

Group 7

Area 1 \$29.95 \$30.60 \$2.00* \$1.95* \$1.80*

Area 2 \$31.95 \$32.60

Group 8

Area 1 \$28.68 \$29.33 \$2.00* \$1.95* \$1.80*

Area 2 \$30.68 \$31.33

Group 8A

Area 1 \$26.17 \$26.82 \$2.00* \$1.95* \$1.80*

Area 2 \$28.17 \$28.82

01.03.01 All Cranes and Attachments. The straight-time hourly wage rate of Employees on cranes or equipment and attachments (including jib and/or leads) shall be as follows:

****Truck Crane Assistant to Engineer or Assistant to Engineer (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the**

front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

GROUP 1-A (5 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$35.65	\$36.30	\$2.00*	\$1.95*	\$1.80*
Area 2	\$37.65	\$38.30			

- 1335 1. Clamshells and Draglines over 7 cu. yds.
- 1951 2. Cranes over 100 tons
- 2105 3. Derrick, over 100 tons
- 2115 4. Derrick Barge Pedestal mounted over 100 tons
- 6915 5. Self Propelled Boom Type Lifting Device over 100 tons

GROUP 2-A (6 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$33.89	\$34.54	\$2.00*	\$1.95*	\$1.80*
Area 2	\$35.89	\$36.54			

- 1325 1. Clamshells and Draglines over 1 cu. yd. up to and including 7 cu. yds.
- 1981 2. Cranes over 45 tons up to and including 100 tons
- 2125 3. Derrick Barge 100 tons and under
- 4918 4. Mobile Self-Erecting Tower Crane (Potain) over three (3) stories

6901 5. Self-Propelled Boom Type Lifting Device over 45 tons

8721 6. Tower Cranes

GROUP 3-A (4 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$32.15	\$32.80	\$2.00*	\$1.95*	\$1.80*
Area 2	\$34.15	\$34.80			

1315 1. Clamshells and Draglines up to and including 1cu. yd.

1961 2. Cranes 45 tons and under

4919 3. Mobile Self-Erecting Tower Crane (Potain) three (3) stories and under

6881 4. Self Propelled Boom Type Lifting Device 45 tons and under

GROUP 4-A (3 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$29.11	\$29.76	\$2.00*	\$1.95*	\$1.80*
Area 2	\$31.11	\$31.76			

0775 1. Boom Truck or dual-purpose A-Frame Truck, Non-Rotating, Over 15 tons

0776 2. Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or similar (Boomtruck), under 15 tons.

7817 3. Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or Similar (Boom Truck), over 15 tons.

The straight-time rates of pay for the Truck Crane Assistant to Engineer and Assistant to Engineer classifications are as follows:

*5183** Truck Crane Assistant to Engineer*

GROUP 1-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$28.68	\$29.33	\$2.00*	\$1.95*	\$1.80*
Area 2	\$30.68	\$31.33			

GROUP 2-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$28.42	\$29.07	\$2.00*	\$1.95*	\$1.80*
Area 2	\$30.42	\$31.07			

GROUP 3-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$28.18	\$28.83	\$2.00*	\$1.95*	\$1.80*
Area 2	\$30.18	\$30.83			

*5183** Hydraulic*

GROUP 3-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$27.79	\$28.44	\$2.00*	\$1.95*	\$1.80*
Area 2	\$29.79	\$30.44			

*5173** Assistant to Engineer*

GROUP 1-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$26.39	\$27.04	\$2.00*	\$1.95*	\$1.80*

Area 2 \$28.39 \$29.04

GROUP 2-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$26.18	\$26.83	\$2.00*	\$1.95*	\$1.80*
Area 2	\$28.18	\$28.83			

GROUP 3-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$25.90	\$26.55	\$2.00*	\$1.95*	\$1.80*
Area 2	\$27.90	\$28.55			

All Cranes and attachments, Special Single Shift and Second Shift Wage Rates

GROUP 1-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$40.08	\$40.73	\$2.00*	\$1.95*	\$1.80*
Area 2	\$42.08	\$42.73			

GROUP 2-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$38.09	\$38.74	\$2.00*	\$1.95*	\$1.80*
Area 2	\$40.09	\$40.74			

GROUP 3-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$36.13	\$36.78	\$2.00*	\$1.95*	\$1.80*
Area 2	\$38.13	\$38.78			

GROUP 4-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$32.73	\$33.38	\$2.00*	\$1.95*	\$1.80*

Area 2 \$34.73 \$35.38

*5183** Hydraulic*

GROUP 3-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$31.23	\$31.88	\$2.00*	\$1.95*	\$1.80*
Area 2	\$33.23	\$33.88			

*5173** Assistant to Engineer*

GROUP 1-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$32.25	\$32.90	\$2.00*	\$1.95*	\$1.80*
Area 2	\$34.25	\$34.90			

GROUP 2-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$31.96	\$32.61	\$2.00*	\$1.95*	\$1.80*
Area 2	\$33.96	\$34.61			

GROUP 3-A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$31.69	\$32.34	\$2.00*	\$1.95*	\$1.80*
Area 2	\$33.69	\$34.34			

01.03.02 Classifications and Rates for Steel Erectors and Fabricators

NOTE: The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.05.00 of this Agreement.

***Truck Crane Assistant to Engineer or Assistant to*

Engineer (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

GROUP 1 (3 classifications)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$36.62 \$37.27 \$2.00* \$1.95* \$1.80*

- 1951 1. Cranes over 100 tons (Assistant to Engineer required)
2105 2. Derrick over 100 tons
6915 3. Self Propelled Boom Type Lifting Devices over 100 tons

GROUP 2 (4 classifications)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$34.85 \$35.50 \$2.00* \$1.95* \$1.80*

- 1981 1. Cranes over 45 tons up to and including 100 tons
2261 2. Derrick, 100 tons and under
6901 3. Self Propelled Boom Type Lifting Device, over 45 tons
8721 4. Tower Crane

GROUP 3 (2 classifications)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$33.37 \$34.02 \$2.00* \$1.95* \$1.80*

- 1961 1. Cranes, 45 tons and under (Assistant to Engineer required)
6881 2. Self Propelled Boom Type Lifting Device, 45 tons and under

GROUP 4 (3 classifications)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$31.35 \$32.00 \$2.00* \$1.95* \$1.80*

- 1241 1. Chicago Boom
2941 2. Forklift, 10 tons and over
3401 3. Heavy Duty Repairman/Welder

GROUP 5 (1 classification)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$30.05 \$30.70 \$2.00* \$1.95* \$1.80*

- 0701 1. Boom Cat

The straight-time rates of pay for the Truck Crane Assistant to Engineer and Assistant to Engineer classifications are as follows:

*5183** Truck Crane Assistant to Engineer*

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09

GROUP 1 \$29.30 \$29.95 \$2.00* \$1.95* \$1.80*

GROUP 2 \$29.08 \$29.73 \$2.00* \$1.95* \$1.80*

GROUP 3 \$28.81 \$29.46 \$2.00* \$1.95* \$1.80*

5183** Hydraulic

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 3	\$28.42	\$29.07	\$2.00*	\$1.95*	\$1.80*

5173** Assistant to Engineer

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 1	\$27.07	\$27.72	\$2.00*	\$1.95*	\$1.80*
GROUP 2	\$26.80	\$27.45	\$2.00*	\$1.95*	\$1.80*
GROUP 3	\$26.58	\$27.23	\$2.00*	\$1.95*	\$1.80*

Steel Erectors and Fabricators, Special Single Shift and Second Shift Wage Rates

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 1	\$41.17	\$41.82	\$2.00*	\$1.95*	\$1.80*
GROUP 2	\$39.19	\$39.84	\$2.00*	\$1.95*	\$1.80*
GROUP 3	\$37.51	\$38.16	\$2.00*	\$1.95*	\$1.80*
GROUP 4	\$35.25	\$35.90	\$2.00*	\$1.95*	\$1.80*
GROUP 5	\$33.78	\$34.43	\$2.00*	\$1.95*	\$1.80*

5183** Truck Crane Assistant to Engineer

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 1	\$32.94	\$33.59	\$2.00*	\$1.95*	\$1.80*
GROUP 2	\$32.69	\$33.34	\$2.00*	\$1.95*	\$1.80*
GROUP 3	\$32.39	\$33.04	\$2.00*	\$1.95*	\$1.80*

5183** Hydraulic

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 3	\$31.96	\$32.61	\$2.00*	\$1.95*	\$1.80*

5173** Assistant to Engineer

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 1	\$30.42	\$31.07	\$2.00*	\$1.95*	\$1.80*
GROUP 2	\$30.14	\$30.79	\$2.00*	\$1.95*	\$1.80*
GROUP 3	\$29.88	\$30.53	\$2.00*	\$1.95*	\$1.80*

01.03.03 Classifications and Rates for Piledrivers

**Truck Crane Assistant to Engineer or Assistant to Engineer (as appropriate), are required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

Group 1 (4 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
	\$35.99	\$36.64	\$2.00*	\$1.95*	\$1.80*
2115 1.	Derrick Barge Pedestal mounted over 100 tons (or Assistant Operator in lieu of Assistant to Engineer required)				
5951 2.	Clamshells over 7 cu. yds.				
6915 3.	Self Propelled Boom Type Lifting Device over 100 tons				

- 8425 4. Truck Crane or Crawler, land or barge mounted over 100 tons (or Assistant Operator in lieu of Assistant to Engineer required)

Group 2 (5 classifications)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$34.17 \$34.82 \$2.00* \$1.95* \$1.80*

- 2155 1. Derrick Barge Pedestal mounted 45 tons up to and including 100 tons (or Assistant Operator in lieu of Assistant to Engineer required)
3103 2. Fundex F-12 Hydraulic Pile Rig (and similar)
5921 3. Clamshells up to and including 7 cu. yds.
6901 4. Self Propelled Boom Type Lifting Device over 45 tons
8455 5. Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons (or Assistant Operator in lieu of Assistant to Engineer required)

Group 3 (4 classifications)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$32.49 \$33.14 \$2.00* \$1.95* \$1.80*

- 2135 1. Derrick Barge Pedestal mounted under 45 tons (or Assistant Operator in lieu of Assistant to Engineer required)
6881 2. Self Propelled Boom Type Lifting Device 45 tons and under

- 7171 3. Skid/Scow Piledriver, any tonnage (Any assistance required shall be by an Employee covered by this Agreement)

- 8445 4. Truck Crane or Crawler, land or barge mounted 45 tons and under (or Assistant Operator in lieu of Assistant to Engineer required)

Group 4 (3 classifications)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$30.72 \$31.37 \$2.00* \$1.95* \$1.80*

- 0221 1. Assistant Operator in lieu of
2941 2. Forklift, 10 tons and over
3401 3. Heavy Duty Repairman/Welder

Group 5 (0 classifications)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$29.42 \$30.07 \$2.00* \$1.95* \$1.80*

No current classification (subject to Section 20.00.00)

Group 6 (1 classification)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$28.08 \$28.73 \$2.00* \$1.95* \$1.80*

- 2111 1. Deck Engineer

Group 7 (0 classifications)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09
\$26.99 \$27.64 \$2.00* \$1.95* \$1.80*

No current classification (subject to Section 20.00.00)

Group 8 (2 classifications)

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
	\$25.85	\$26.50	\$2.00*	\$1.95*	\$1.80*

2153 1. Deckhand
2863 2. Fireman

The straight-time rates of pay for the Truck Crane Assistant to Engineer and Assistant to Engineer classifications are as follows:

5183 Truck Crane Assistant to Engineer**

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 1	\$29.01	\$29.66	\$2.00*	\$1.95*	\$1.80*
GROUP 2	\$28.76	\$29.41	\$2.00*	\$1.95*	\$1.80*
GROUP 3	\$28.47	\$29.12	\$2.00*	\$1.95*	\$1.80*

5173 Assistant to Engineer**

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 1	\$26.73	\$27.38	\$2.00*	\$1.95*	\$1.80*
GROUP 2	\$26.46	\$27.11	\$2.00*	\$1.95*	\$1.80*
GROUP 3	\$26.24	\$26.89	\$2.00*	\$1.95*	\$1.80*

01.03.04 On Crawler Crane or Derrick Barge Piledriving operations when an Assistant Operator is used in lieu of an, the second Operator can operate Forklifts or Deck Engines in conjunction with Piledriving operations.

01.03.05 When a stationary Truck or stationary Crawler Crane is working in conjunction with another Truck or Crawler Crane driving pile, only one or Assistant

Operator is required.

Piledrivers, Special Single Shift and Second Shift Wage Rates

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 1	\$40.46	\$41.11	\$2.00*	\$1.95*	\$1.80*
GROUP 2	\$38.41	\$39.06	\$2.00*	\$1.95*	\$1.80*
GROUP 3	\$36.53	\$37.18	\$2.00*	\$1.95*	\$1.80*
GROUP 4	\$34.53	\$35.18	\$2.00*	\$1.95*	\$1.80*
GROUP 5	\$33.07	\$33.72	\$2.00*	\$1.95*	\$1.80*
GROUP 6	\$31.56	\$32.21	\$2.00*	\$1.95*	\$1.80*
GROUP 7	\$30.33	\$30.98	\$2.00*	\$1.95*	\$1.80*
GROUP 8	\$29.06	\$29.71	\$2.00*	\$1.95*	\$1.80*

5183 Truck Crane Assistant to Engineer**

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 1	\$32.61	\$33.26	\$2.00*	\$1.95*	\$1.80*
GROUP 2	\$32.34	\$32.99	\$2.00*	\$1.95*	\$1.80*
GROUP 3	\$32.01	\$32.66	\$2.00*	\$1.95*	\$1.80*

5173 Assistant to Engineer**

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
GROUP 1	\$30.04	\$30.69	\$2.00*	\$1.95*	\$1.80*
GROUP 2	\$29.74	\$30.39	\$2.00*	\$1.95*	\$1.80*
GROUP 3	\$29.50	\$30.15	\$2.00*	\$1.95*	\$1.80*

01.03.06 *Tunnel/Underground Classifications and Wage Rates.* The straight-time hourly wage rate of Employees working underground and/or within shafts, stopes and raises shall be as follows:

GROUP 1-A (1 classification)*Underground Rate*

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$33.24	\$33.89	\$2.00*	\$1.95*	\$1.80*
Area 2	\$35.24	\$35.89			

Shafts, Stopes and Raises

Area 1	\$33.34	\$33.99	\$2.00*	\$1.95*	\$1.80*
Area 2	\$35.34	\$35.99			

8603 1. Tunnel Bore Machine Operator - 20' diameter or more.

GROUP 1 (5 classifications)*Underground Rate*

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$30.77	\$31.42	\$2.00*	\$1.95*	\$1.80*
Area 2	\$32.77	\$33.42			

Shafts, Stopes and Raises

Area 1	\$30.87	\$31.52	\$2.00*	\$1.95*	\$1.80*
Area 2	\$32.87	\$33.52			

- 3301 1. Heading Shield Operator
 3401 2. Heavy Duty Repairman/Welder
 5111 3. Mucking Machine (rubber tired, rail or track type)
 6125 4. Raised Bore Operator** (tunnels)
 8601 5. Tunnel Mole Bore Operator**

**Any assistance in the operation, if needed, shall be by an Employee covered by this Agreement.

GROUP 2 (3 classifications)*Underground Rate*

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$29.51	\$30.16	\$2.00*	\$1.95*	\$1.80*
Area 2	\$31.51	\$32.16			

Shafts, Stopes and Raises

Area 1	\$29.61	\$30.26	\$2.00*	\$1.95*	\$1.80*
Area 2	\$31.61	\$32.26			

- 1451 1. Combination Slusher and Motor Operator
 1781 2. Concrete Pump or Pumpcrete Guns
 5861 3. Power Jumbo Operator

GROUP 3 (2 classifications)*Underground Rate*

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$28.18	\$28.83	\$2.00*	\$1.95*	\$1.80*
Area 2	\$30.18	\$30.83			

GROUP 3 (2 classifications)*Shafts, Stopes and Raises*

Area 1	\$28.28	\$28.93	\$2.00*	\$1.95*	\$1.80*
Area 2	\$30.28	\$30.93			

- 2461 1. Drill Doctor
 4751 2. Mine or Shaft Hoist

GROUP 4 (3 classifications)*Underground Rate*

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$27.04	\$27.69	\$2.00*	\$1.95*	\$1.80*
Area 2	\$29.04	\$29.69			

Shafts, Stopes and Raises

Area 1	\$27.14	\$27.79	\$2.00*	\$1.95*	\$1.80*
Area 2	\$29.14	\$29.79			

1421	1.	Combination Slurry Mixer Cleaner
3241	2.	Grouting Machine Operator
4931	3.	Motorman

GROUP 5 (7 classifications)*Underground Rate*

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$25.90	\$26.55	\$2.00*	\$1.95*	\$1.80*
Area 2	\$27.90	\$28.55			

Shafts, Stopes and Raises

Area 1	\$26.00	\$26.65	\$2.00*	\$1.95*	\$1.80*
Area 2	\$28.00	\$28.65			

0621	1.	Bit Sharpener
0913	2.	Brakeman
1391	3.	Combination Mixer and Compressor (Guniting)
1481	4.	Compressor Operator
5173	5.	Assistant to Engineer**

6041	6.	Pump Operator
7271	7.	Slusher Operator

**** Classification**

Tunnel/Underground, Special Single Shift and Second Shift Wage Rates

GROUP 1-A (1 classification)*Underground Rate*

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$37.37	\$38.02	\$2.00*	\$1.95*	\$1.80*
Area 2	\$39.37	\$40.02			

GROUP 1-A (1 classification)*Shafts, Stopes and Raises*

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$37.48	\$38.13	\$2.00*	\$1.95*	\$1.80*
Area 2	\$39.48	\$40.13			

8603	1.	Tunnel Bore Machine Operator – 20' diameter or more
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GROUP 1*Underground Rate*

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$34.58	\$35.23	\$2.00*	\$1.95*	\$1.80*
Area 2	\$36.58	\$37.23			

Shafts, Stopes and Raises

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$34.69	\$35.34	\$2.00*	\$1.95*	\$1.80*
Area 2	\$36.69	\$37.34			

GROUP 2

Underground Rate

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$33.17	\$33.82	\$2.00*	\$1.95*	\$1.80*
Area 2	\$35.17	\$35.82			

Shafts, Stopes and Raises

Area 1	\$33.28	\$33.93	\$2.00*	\$1.95*	\$1.80*
Area 2	\$35.28	\$35.93			

GROUP 3

Underground Rate

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$31.69	\$32.34	\$2.00*	\$1.95*	\$1.80*
Area 2	\$33.69	\$34.34			

Shafts, Stopes and Raises

Area 1	\$31.80	\$32.45	\$2.00*	\$1.95*	\$1.80*
Area 2	\$33.80	\$34.45			

GROUP 4

Underground Rate

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$30.39	\$31.04	\$2.00*	\$1.95*	\$1.80*
Area 2	\$32.39	\$33.04			

Shafts, Stopes and Raises

Area 1	\$30.50	\$31.15	\$2.00*	\$1.95*	\$1.80*
Area 2	\$32.50	\$33.15			

GROUP 5

Underground Rate

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$29.12	\$29.77	\$2.00*	\$1.95*	\$1.80*
Area 2	\$31.12	\$31.77			

GROUP 5

Shafts, Stopes and Raises

Area 1	\$29.23	\$29.88	\$2.00*	\$1.95*	\$1.80*
Area 2	\$31.23	\$31.88			

**** Classification**

Tunnel/Underground, Special Single Shift and Second Shift Wage Rates

01.03.07 Toxic Waste (HAZMAT). A subcommittee shall be formed to discuss requirements applicable to Employees working on HAZMAT projects and to negotiate working rules and wage rates which recognize the special conditions and problems which exist when working with toxic waste.

01.04.00 FOREMEN — Wage Rates.

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$34.77	\$35.42	\$2.00*	\$1.95*	\$1.80*

Area 2 \$36.77 \$37.42

2921 1. Foreman and Shifters, over 7 Employees

Area 1 \$33.24 \$33.89 \$2.00* \$1.95* \$1.80*

Area 2 \$35.24 \$35.89

2931 1. Foreman (Working), under 7 Employees

Area 1 \$34.77 \$35.42 \$2.00* \$1.95* \$1.80*

Area 2 \$36.77 \$37.42

3341 1. Master Mechanic, over 5 Employees

Foreman, Special Single Shift and Second Shift Wage Rates

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$39.10	\$39.75	\$2.00*	\$1.95*	\$1.80*
Area 2	\$41.10	\$41.75			

2921 1. Foreman and Shifters, over 7 Employees

Area 1 \$37.37 \$38.02 \$2.00* \$1.95* \$1.80*

Area 2 \$39.37 \$40.02

2931 1. Foreman (Working), under 7 Employees

Area 1 \$39.10 \$39.75 \$2.00* \$1.95* \$1.80*

Area 2 \$41.10 \$41.75

3341 1. Master Mechanic, over 5 Employees

01.05.00 Working Suspended. The straight-time hourly wage rate of Employees required to work suspended by ropes or cables or performing work on a Yo-Yo Cat shall be according to the following schedule, and added to the straight-time hourly wage rates set out in 01.00.00, and

such increase in the straight-time hourly wage rate shall apply for the full shift and all overtime work.

PER HOUR

\$.60

01.05.01 *To be allocated by the Union; the allocation shall become effective forty-five (45) days after receipt of written notice by the Employer, but in no event earlier than June 26, 2006, June 25, 2007, June 30, 2008 and June 29, 2009.

***Note:** Notwithstanding the above increases, increases to other fringe benefits shall also be applicable during the term of this Agreement as defined in Section 12.05.00.

01.06.00 If the Individual Employer maintains, rents, leases or otherwise contracts out or arranges for a camp in Area 2, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board, shall not exceed the differential between the Area 1 and Area 2 wage rates for eight (8) straight-time hours, five (5) days a week, Monday through Friday. When Employees work Saturdays and/or Sundays the same provisions which applies Monday through Friday, shall apply to Saturdays and/or Sundays.

If an Individual Employer provides trailer space for a job or project, an appropriate charge for such space shall be negotiated between the Union and the Individual Employer prior to the commencement of said job or project.

01.07.00 Whenever the bid specifications of an Owner awarding the work or an Awarding Agency require the Individual Employer to provide a drug-free workplace, such requirements shall apply to that job or project.

01.08.00 *Market/Geographic Area Committee. (Private Work - Not to Exceed \$1,000,000).* The parties to this Agreement recognize the constantly changing nature of the industry with respect to certain private market and/or geographic areas and the necessity of Individual Employers maintaining competitive positions in those markets or geographic areas to protect and assure the continued work opportunities of the affected Employees covered by this Agreement. Therefore, and notwithstanding Section 26.03.00, the parties hereby establish a Market/Geographic Area Committee composed of three (3) representatives of the Employer, three (3) representatives of the Union, and three (3) Employee representatives performing work in an affected geographic area. In any particular geographic area, a defined market area committee of three (3) Employees may be established by the Union. The Committee comprising three (3) Union representatives and three (3) Employer representatives in conjunction with the local Employee market committee shall evaluate either market or geographic requests for changes or modifications believed necessary to meet market or geographic area competition and determine if adequate economic justification is present to support such

a change or modification. The Employees serving on the Committees shall be selected by the Employees (members) in the market or geographic area on a rotating basis depending on the particular market or geographic area where evaluation of the area, changes and/or modification may be necessary. In the event a market area extends beyond the boundaries of more than one of the Union's Districts, there shall be at least one (1) Employee from each District where the market area exists serving on the Committee with the Employer representatives and Union representatives. The Committees shall review requests for changes in any of the terms and conditions of the Master Agreement which cover an area limited to particular private, market or geographic areas and believed necessary to preserve and protect work opportunities for affected Employees and Individual Employers covered by the Agreement. The Committee, upon an affirmative unit vote, is authorized to approve such changes (including the monetary size of the project to which they may apply) as it determines to be in the best interest of the affected Employees and the parties to this Agreement and may modify the Agreement accordingly; provided, however, if in any particular market area, a determination is made by the Committee that a market area has been substantially lost or rapidly being lost to non-union employers, an addendum, not to exceed \$1,000,000 (unless the Committee agrees otherwise) shall be placed in effect covering that market which shall apply for the duration of the Agreement; it is further provided that in the month of

January of each contract year, the Committee shall meet and review each market addendum, and if the Individual Employers have recovered sixty percent (60%) or more of the market, the Committee shall determine if the applicable addendum shall continue to apply, be terminated or otherwise modified. Provided further, any job or project covered by an addendum shall remain covered until job/project completion. The Committee may also consider requests for multi-craft project agreements regardless of dollar amount initiated through the National Heavy and Highway Committee and/or the National Building and Construction Trades Department.

**02.00.00 GENERAL PROVISIONS ---
DEFINITIONS**

02.01.00 *Employer:* The term "Employer" as used herein shall mean the Signatory Associations.

02.02.00 *Individual Employer:* The term "Individual Employer" shall mean only those persons or entities who have authorized the Signatory Associations (Employer) to represent said Individual Employer with respect to collective bargaining with the Union. A list of said Individual Employers has been furnished to the Union at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers represented by the Employer.

02.02.01 *Additional Individual Employer:* Provided that a person or entity is not then engaged in a currently existing labor dispute with the Union arising out of a failure to comply with the wages, hours, rates of pay or other conditions of employment required by the Union in the territorial jurisdiction of the Union where the dispute exists, such person or entity may become an Individual Employer covered by this Agreement upon authorizing the Employer to represent said person or entity with respect to collective bargaining and labor relations with the Union.

02.02.02 In the event an Individual Employer desires to be represented by another and different Association, he shall give the Union fifteen (15) days' notice in writing of the name of the employer association under a collective bargaining agreement with the Union that will represent the notifying Individual Employer; provided, however, that once an employer association represents an Individual Employer under Section 18.00.00 for a particular grievance, no other Employer association shall represent that Individual Employer for that grievance. Once signatory through any association Master Labor Agreement, an Individual Employer will remain bound to a Master Labor Agreement through the term of the agreement as outlined in Section 26.03.00.

02.02.03 The Employer shall be the sole judge of the qualifications for membership of any person or entity applying for membership therein.

02.03.00 Union. The term "Union" as used herein shall mean OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO.

02.04.00 Employee. The term "Employee" as used herein shall mean any person, without regard to race, color, religion, sex, age, national origin, handicap or disability (as provided for in the Americans With Disabilities Act of 1990), and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

- (a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or
- (b) who operates, monitors and controls, maintains, repairs, modifies, assembles, erects, services each or all of them, power-operated equipment of the type or kind of power-operated equipment used in the performance of work referred to in (a) above, regardless of whether such power-operated equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and
- (c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work

referred to in (a) above, and who qualifies to register in a Job Placement Center, provided that the foregoing shall not apply to superintendents, assistant superintendents, general foremen, foremen, timekeepers, messengers, guards, confidential employees, office help, inspectors, and persons specifically excluded elsewhere in this Agreement.

02.05.00 Unit Work. This Agreement shall cover and apply to all activities of the Individual Employer in the area covered by this Agreement falling within the recognized jurisdiction of the Union, including, but not limited by inference or otherwise, to building construction, demolition, site clearing, pipelines, oil or gas refineries (excluding the falling and removal of merchantable timber by the purchaser of merchantable timber), work covered by Section 13.00.00, Steel Fabricators and Erectors, which work and equipment shall be covered by Section 13.00.00, Steel Fabricators and Erectors, and work covered by Section 14.00.00, Piledriving, which work and equipment shall be covered by Section 14.00.00, Piledriving. It shall also apply to all maintenance, modification and repair work and facilities, on-site or off-site, of an Individual Employer in the area covered by this Agreement, except an off-site repair or maintenance facility with respect to which the Individual Employer is in a bona fide collective bargaining relationship with a labor organization covering such Individual Employer's off-site maintenance and repair facility at the

time the Individual Employer becomes a party to, or covered by, this Agreement. This Agreement shall also apply to the operation, modification, maintenance, and repair of equipment covered by this Agreement (including the additions under provision for Additional Work or Classifications, Section 20.00.00) established for the production of borrow, rip-rap, rock, sand, gravel, aggregates of all kinds, concrete (excluding cement), asphalt or macadam or other road-surfacing materials (excluding oil) by an Individual Employer or his subcontractor which is to be incorporated into a specific job(s) or project(s) of the Individual Employer so long as such material is actually being produced or delivered to such job or project; such work will be considered on-site.

02.06.00 This Agreement shall cover and apply to all Employees.

02.07.00 *Coverage.* This Agreement shall cover and apply to Northern California, which term means that portion of the State of California above the northerly boundary of Kern County, the northerly boundary of San Luis Obispo County and the westerly boundaries of Inyo and Mono Counties.

02.08.00 *Bargaining Representatives.*

02.08.01 The Union hereby recognizes and acknowledges that Employer is the collective bargaining representative of the Individual Employers authorizing the

Employer to represent said person or entity with respect to collective bargaining and labor relations with the Union.

02.08.02 This Agreement shall bind each and every Individual Employer as set forth in Section 02.02.00 who has authorized the Employer to represent it with the same force and effect as if the Agreement were entered into by each such Individual Employer. Except as provided in Section 02.02.02, each such Individual Employer shall be and continue to remain bound to this Agreement for and during the term of this Agreement irrespective of whether such Individual Employer shall withdraw its authorization, resign, or be expelled from the Employer prior to the expiration date of this Agreement. However, any Individual Employer who is no longer a member of the Employer shall not be represented by the Employer and shall not be covered by the provisions of Section 18.00.00 (Settlement of Disputes).

02.08.03 The Employer and each Individual Employer covered hereby recognizes and acknowledges OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, as the exclusive collective bargaining representative of all Employees covered by this Agreement. The Employer, on its own behalf and on each Individual Employer's behalf, acknowledges that it and they have collective bargaining relationships with the Union within the meaning of Section 9 of the National Labor Relations Act.

02.08.04 The wage rates, working conditions, and hours of employment and other conditions of employment herein provided have been negotiated by the Union with the Employer. The Union will give the Employer a copy of all agreements it enters into with any employer which covers on-site work covered by this Agreement which has terms and conditions which are different from this Agreement. An Individual Employer engaging in on-site work of the same type as that covered by such agreement may, upon written notice to the Union, become a party to such agreement.

02.08.05 *Project Labor Agreements.* The Union will notify the Employer before it or its agents engage in negotiations for a project labor agreement with an employer, construction manager, public agency or private owner.

02.08.06 *Uniform Notification Provisions.* The "NOTICE" requirements of this Agreement shall be satisfied if the following requirements are met:

- a) delivery by Certified Mail, E-mail or FAX to the Employer and/or to the Union;
- b) sent within the specified time limits; and
- c) Proof of Service is provided, when required.

03.00.00 ADMINISTRATIVE PROVISIONS

03.01.00 *Pre-Job Conferences.* The Individual Employer or an Employer shall notify the Union at least one (1) week prior to the commencement of work by an

Employee or Employees covered by this Agreement on all jobs or projects where the estimated or agreed price to be paid to the Individual Employer is \$3,000,000 or more. If the Individual Employer conducts a Pre-Job Conference with any other basic craft for a job or project of less than \$3,000,000, it will notify the Union and the Union may participate in the Pre-Job Conference.

03.01.01 Upon request of the Union, a Pre-Job Conference shall be held. The location shall be at the option of the Employer or Individual Employer. In the event a Pre-Job Conference is not held within two (2) weeks after a written request to the Individual Employer from the Union, Section 18.03.00 shall not be in effect until such Pre-Job Conference is held.

03.01.02 All understandings reached at such Pre-Job Conference shall be reduced to writing in a Pre-Job Conference Report and signed by the Individual Employer or Employer and the Union. Such understandings shall be within the scope and terms of this Agreement. For Keymen, refer to 04.08.02 of the Job Placement Regulations.

03.02.00 *Records and Requests.* Each Individual Employer shall provide a proper means for registering time, working time and quitting time of its Employees and Owner-Operators. In the event of a specific dispute regarding time, wages or fringe benefit payments of its Employees, or over any matter pertaining to an Owner-

Operator, upon written request by the Union, delivered to the Employer and the Individual Employer, the Individual Employer's records relating to said dispute regarding time, wages and fringe benefit payments of its Employees, regardless of classification, or a dispute regarding Owner-Operators, and the Individual Employer's records relating to said dispute shall promptly be accessible to a Business Representative, auditor or other official of the Union during working hours.

03.02.01 In the event the Employer disputes the relevance of the records regarding a specific dispute referred to in 03.02.00 above, said dispute shall be subject to the provisions of Section 18.00.00.

03.02.02 In the event an Individual Employer fails or refuses to confirm an audit appointment within fourteen (14) days following demand or fails or refuses to submit to an audit within thirty (30) days upon demand, the Union shall not be bound by the provisions of Section 18.00.00 and shall be free to withdraw any or all of the Employees of such Individual Employer and such withdrawal shall not be a violation of this Agreement. Provided, however, the Union shall not withdraw Employees for forty-eight (48) hours after written notification to the Employer of the failure to confirm an audit appointment or the failure to submit to an audit whichever the case shall be, and the Individual Employer shall bear the expenses incurred by the auditor for such forty-eight (48) hour delay.

03.02.03 Upon written request of the Union, the Individual Employer shall notify the Union of his intent to perform work on Saturday, Sunday, or a holiday, of the location of job and the number of Employees he intends to employ.

03.03.00 Employee Termination. The Individual Employer shall notify the Job Placement Center on a form supplied by the Job Placement Center of the names of all Employees who have quit or who have been terminated during the week. (Termination shall mean severance of employment and not temporary layoff.) Such form is to be mailed to the Job Placement Center servicing the job or project not later than Monday of the week following the week of such severance of employment. The Union shall notify the Employer in writing each time any Individual Employer fails to make such report. Any Individual Employer failing to make such report three (3) times in one (1) calendar year shall for such failure to report pay one hundred dollars (\$100) into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund and one hundred dollars (\$100) for each additional failure. In the event an Employee is terminated, the Individual Employer shall indicate on the discharge slip the reasons for discharge, i.e., reduction in force, not qualified, termination of job, etc.

03.03.01 Employee Transfer. No Employee may be transferred from an Individual Employer's payroll to

another Individual Employer's payroll, except in accordance with the Job Placement Regulations.

03.04.00 *Conflicting Contracts.* Any oral or written agreements between any Employer, any Signatory Association, or any Individual Employer, and an Employee which conflicts, or is inconsistent with this Agreement or any supplemental Agreement hereto, or which disestablishes, or tends to disestablish the relationship of Employer, Individual Employer, and Employee, or which reestablishes an employment relationship other than that of Employee, shall forthwith terminate.

03.04.01 No oral or written agreement which conflicts or is inconsistent with this Agreement, or any supplemental Agreements hereto, shall hereafter be entered into by an Individual Employer.

03.04.02 No Employee shall be asked to sign any form relating to his medical history unless required by law or Governmental regulation. This Section shall continue to be applicable until such time as the parties to this Agreement mutually develop and agree to implement an acceptable program.

03.05.00 *General Savings Clause.* It is not the intent of either party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency. The parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal

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

03.06.00 *Favorable Legislation.* In the event legislation covering hours of labor, overtime or other conditions of employment applicable to any work covered by this Agreement is enacted, then and in that event, effective on the effective date of such legislation, such more favorable provisions shall be added to this Agreement and this Agreement modified to conform herewith, applicable to all work covered by this Agreement bid or let on or after the date such provision is added to this Agreement.

03.06.01 *Federal Emergency Energy Conservation Plan.* In the event that a compressed workweek measure under the Federal Emergency Energy Conservation Plan or under any other Federal successor plan is adopted during the term of the Agreement which requires a deviation in terms of starting time or length of the regular shift, the parties agree to negotiate a modification of this Agreement.

03.07.00 *Liability of the Parties.* It is mutually understood that neither the Employer, any Individual Employer,

nor the Union shall be liable for damages caused by the acts or conduct of any individual or groups of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Individual Employer or the Union, as the case may be.

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

03.07.02 In the event the Union, or the Employer, the Individual Employer, or either of them, as the case may be, after notice of such violation, do not promptly take such affirmative action as is within their power to correct and to terminate such violation, then 03.07.00 shall be of no force and effect.

04.00.00 EMPLOYMENT

04.01.00 *Hiring.* All hiring shall be subject to and in

accordance with the Job Placement Regulations of this Agreement.

04.01.01 It shall be the responsibility of the Individual Employer, when ordering Employees or applicants, to give the Union all the pertinent information regarding each Employee's or applicant's employment, which shall include the classification of work and classification number when available under which the Employee or applicant for employment will be dispatched. Any applicant for employment so dispatched who does not possess the qualifications to perform the work for which he is dispatched shall not be eligible for show-up pay.

04.02.00 *Union Security.* All Employees covered by this Agreement employed at the site of construction, alteration, painting or repair of a building, structure or other work shall be required, as a condition of employment, to apply for, and to become members of, and to maintain membership in, the Union (that is the parent Local Union or the appropriate subdivision of the Union as determined from time to time by the Union by classification) within eight (8) days following the beginning of their employment or the effective date of this clause, whichever is the latter. This clause shall be enforceable to the extent permitted by law.

04.02.01 All Employees covered by this Agreement not employed on the site of construction, alteration, painting or repair of a building, structure or other work shall be required, as a condition of employment, to apply for, and

to become members of, and to maintain membership in, the Union (that is the parent Local Union or the appropriate subdivision of the Union as determined from time to time by the Union by classification) within thirty-one (31) days following the beginning of their employment or the effective date of this clause, whichever is the latter. This clause shall be enforceable to the extent permitted by law.

04.02.02 The Union recognizes its obligations and therefore assumes full responsibility to every Employee discharged for failing to comply with the provisions of 04.02.00 and 04.02.01 last above set out, as a result of a written request from the Union to the Individual Employer of the Employee.

04.02.03 Any Employee discharged for failing to comply with the provisions of 04.02.00 and 04.02.01 above, as the case may be, while actively employed shall, before registering in a Job Placement Center for dispatch under this Master Agreement, tender to the Union his initiation or reinstatement fee and current quarterly dues in the form and manner regularly required by the Union, and the Union shall issue a receipt therefore. Upon presentation of such receipt to the Job Placement Center as evidence of such tender, the Employee shall be permitted to register as if he had never been discharged for such non-payment.

04.03.00 *Discharge of Employee.* No Employee shall be discharged or discriminated against for activity in or

representation of the Union. The Union shall be the sole judge of the qualifications of its members.

04.03.01 The Individual Employer shall be the judge of the qualifications of all of his Employees and may on such grounds discharge any of them.

04.03.02 No Employee shall be discharged without "just cause". In the event of discharge without "just cause", the Employee may be reinstated with payment of wages and fringe benefits for time lost. Disputes concerning the existence of "just cause" shall be determined under the grievance procedures provided for in Section 18.00.00. Employees discharged for "just cause" shall be paid only for actual time worked. An Employee who is terminated by an Individual Employer for discrimination based on race, sex or other basis prohibited by employment discrimination laws, including race or sexual harassment, may not register with the Job Placement Center for fifteen (15) days following the date the Employee is terminated for a first offense and may not register with the Job Placement Center for thirty (30) days following the date the Employee is terminated for any subsequent offense. If the Union files a grievance on such an Employee's behalf, the parties shall expedite the grievance/arbitration procedure. The Board of Adjustment shall issue a bench decision in all such discharge cases. If the Union files a grievance, the fifteen (15) day and thirty (30) day restrictions will not begin until the date the grievance procedure is

exhausted as provided herein.

The parties may initiate mediation for any dispute concerning the "No Discrimination/No Harassment" provisions of this Agreement. If they do, the grievance procedure will be held in abeyance during the mediation.

04.03.03 No Employee covered hereby may be discharged for refusing to cross a lawful primary picket line established by the International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof; provided, however, if the picketing or picket line is disapproved by the Unions affiliated with the Heavy and Highway Committee including the District Council of Ironworkers, International Association of Bridge, Structural and Ornamental Iron Workers and Piledrivers, Bridge Wharf and Dock Builders, the Union shall not recognize it. The Heavy and Highway Committee shall approve or disapprove the picket or picketing within twenty-four (24) hours of notification by the Individual Employer, during which period of the time, the Employees covered by this Agreement shall continue to work. This provision shall not apply to a jurisdictional picket line. However, an Employee of an Individual Employer who refuses to report to the job or project of an Individual Employer and perform his work for the Individual Employer when directed

to do so by the Union under the provisions of 03.07.01 may be discharged by his Individual Employer. Such discharged Employee may register in any Job Placement Center, but he shall be ineligible for dispatch until the sixtieth (60th) day after the date of his discharge.

04.04.00 *Owner-Operator:* Whenever "Owner-Operator" is used in this Section, it means Operating Engineer Equipment Operator-Employee only and does not apply to a Heavy Duty Repairman/Welder or a Lubrication and Service Engineer or equipment (generators, welding machines, fixed drills, lathes, pickup trucks, grease trucks, lube trucks or trucks and trailers) used by them or either of them and necessary or advisable for the performance of any work of a Heavy Duty Repairman/Welder or Lubrication and Service Engineer. With respect to the classifications and equipment above excluded from this Owner-Operator clause, no such equipment shall be used on any job or project if such equipment is owned, rented, or leased by the Employee using such equipment or by a member of his immediate family.

04.04.01 This Section shall only apply to an Owner-Operator who has legal or equitable title to his or her equipment and who personally operates that equipment in the performance of his or her work.

04.04.02 This Section shall not apply to any other form of business entity, partnerships, limited partnerships, corporations, joint ventures, etc.

04.04.03 Any other business entity shall be subject to Section 05.00.00 *APPLICATION TO SUBCONTRACTORS*.

04.04.04 Any Owner-Operator who is a member of the Union in good standing and who possesses a valid contractor's license shall have the option of electing, in writing, not to be placed on the Individual Employer's payroll. If the Owner-Operator elects not to go on the payroll, the Individual Employer shall pay into the Pensioned Health and Welfare and Affirmative Action Trust Funds at the required contribution rates. The Individual Employer shall notify the Union of the option selected. Each of the Funds agrees to defend the legality of this Subsection in any action to which it is a party. Each of the parties to this Agreement specifically agrees to join in the defense of any action brought by any person or entity claiming that this Subsection is unlawful.

04.04.05 Any Owner-Operator who is not a member in good standing of the Union shall be on the payroll of the Individual Employer with full fringes being paid from the first (1st) day of employment.

04.04.06 The Individual Employer may not circumvent the provisions of this Section by utilizing Section 05.00.00, *APPLICATION TO SUBCONTRACTORS*, to subcontract to operators of individually-owned and manned pieces of equipment. In the event that occurs, the Individual Employer shall be liable for full fringes plus

twenty-five percent (25%).

04.04.07 Owner-Operators shall not be subject to the provisions of Sections 04.06.00 through 04.12.00 or be considered an Employee for the purposes of 04.10.24(ii) of the Job Placement Regulations of this Agreement, provided the Job Placement Center servicing the job or project shall be notified of the name, address and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator reports for work regardless of how long he works.

04.04.08 In the event an Individual Employer has failed to notify the Job Placement Center servicing the job or project of the name, address and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator has reported for work to said Individual Employer, and said Individual Employer is subsequently found by audit or otherwise to have violated any of the Owner-Operator provisions of Section 04.00.00 resulting in the failure to pay wages and/or fringes under this Agreement, such Individual Employer's liability under Section 18.04.00 shall be for the payment of an amount equal to the wages, straight time and overtime, and fringe benefits that would have been paid by the Individual Employer but for the violation plus twenty-five percent (25%). Such liability shall be for not more than the sixty (60)-day period prior to written notification by the Union to the Individual Employer and Employer notwithstanding

any other provision of said Section 18.04.00. Provided, however, if said Individual Employer can establish from records maintained in the normal course of business that the Job Placement Center has received the required twenty-four (24)-hour notice and is subsequently found to be in violation, the Individual Employer's liability for payment under Section 18.04.00 shall be limited to fringe benefits only for not more than the sixty (60)-day period prior to written notification by the Union to the Individual Employer and the Employer. Of the liquidated damages provided for in this Section, an amount equal to the amount of the fringe benefits, if any, that should have been paid but were not, shall be credited to the Owner-Operator; the balance shall be paid into the Operating Engineers' Pre-Apprentice, Apprentice and Journeyman Affirmative Action Training Fund.

04.04.09 The Individual Employer who utilizes an Owner-Operator shall provide, upon the request of any authorized agent of the Union, copies or original records made reflecting the hours worked, equipment used, and payments made by the Individual Employer to the Owner-Operator and on the Owner-Operator's behalf.

04.04.10 The Individual Employer expressly reserves the right to control the details of the manner, time and means by which the Owner-Operator performs his services, as well as the ends to be accomplished, and shall be the sole judge of the capability of the Owner-Operator's

equipment to perform the work required to be performed, and may, if the Individual Employer determined that the Owner-Operator's equipment is not capable of performing the work required to be performed, terminate such Owner-Operator's services. Failure to work the day or half-day out as directed shall terminate the Owner-Operator's employment, and he shall be paid only for actual time worked prior to such failure. The Individual Employer shall not pay for time spent by the Owner-Operator in repairing, servicing or maintaining his equipment after termination of employment, or before or after his shift, as the case may be.

04.04.11 Any Owner-Operator who employs Operating Engineers under a subcontract with an Individual Employer signatory to a collective bargaining agreement with the Union shall comply with the terms of Section 05.00.00.

04.04.12 If an Owner-Operator who meets the criteria set forth in 04.04.04 above elects not to go on the payroll of the Individual Employer, the parties agree that the Owner-Operator shall be compensated in an amount equal to the total hourly compensation rate that would have been paid an Employee of the Individual Employer performing similar work plus a reasonable rate for rental of the Owner-Operator's equipment. For the purpose of this provision, the total hourly compensation rate referenced above shall include the applicable wage rate plus the

amount that would have been contributed on an Employee's behalf to the Pension Trust Fund, Health and Welfare Trust Fund and Vacation and Holiday Pay Plan.

04.04.13 Any Owner-Operator who has elected to go on the payroll of the Individual Employer shall be governed by the terms of this Agreement as written, and each such Owner-Operator must specifically waive any claim of exemption from any provision of said Agreement based upon an assertion of independent contractor status. Any Owner-Operator member who elects to not go on the payroll must waive any claim of Employee status and rights under 29 United States Code 157.

04.04.14 Compensation for the equipment shall be by check for the full amount due, less any agreed advances. A statement of any charges by the Individual Employer shall be issued at the same time.

04.04.15 The Owner-Operator shall provide and have sole responsibility for fuel, oil, grease, tires, tubes, repairs, and any other items necessary to operate his equipment. He shall have complete freedom to purchase any such items at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

04.04.16 There shall be no interest or handling charge on earned money advanced prior to the regular payday.

04.04.17 The provisions of this Section have been negotiated and agreed upon by and between the parties for

the objects and purposes expressed in 04.04.19. The parties have not undertaken to negotiate for the Owner-Operator-Employees any profit whatsoever for the leasing and rental of the equipment they operate. On the contrary, compensation for the equipment shall be set by agreement between the Individual Employer and the Owner-Operator at a level which will not circumvent or defeat the payment of wages and fringe benefit payments and conditions of any Employee covered by this Agreement.

04.04.18 There shall be no reductions by reason of the signing of this Agreement where the present basis of payment is more favorable to the Owner-Operator than the basis provided for herein.

04.04.19 It is further mutually understood and agreed that the intent of this Section is to assure the payment of wages, subsistence and fringe benefit payments and the observance of the conditions provided in this Agreement, and to prohibit the making and carrying out of any plan, scheme or device to circumvent or defeat the payment of wages, subsistence and fringe benefit payments and the observance of the conditions provided in this Master Agreement.

04.04.20 It is further agreed that the Individual Employer will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this Section of this Agreement, nor shall any Owner-Operator's arrangement with an Individual Employer be entered into for the

purpose of depriving any other Employee of employment. In the event that the Individual Employer has available equipment on the job during the period of the repair of the Owner-Operator's equipment, and for a period not to exceed two (2) shifts and so long as no other Employee is laid off to provide work for such equipment, an Owner-Operator may be assigned to operate equipment not furnished by him, but except under such circumstances the Owner-Operator shall be exclusively assigned to the equipment furnished by him.

04.04.21 Reckoning of time on an Owner-Operator's last day of employment shall be as follows: All time worked during the first (1st) four (4) hours shall be reckoned by the half-shift. All time worked beyond the first four (4) consecutive hours shall be reckoned by the hour.

04.04.22 Notwithstanding any other provision of this Agreement, an Owner-Operator who has worked as an employee (or as an Employee) shall be subject to 04.02.00 after seven (7) days' employment by the Employer and/or one (1) or more Individual Employers. No Owner-Operator shall have any right to enforce this Agreement by grievance, arbitration or otherwise until he has been placed on the payroll of an Individual Employer as an Employee.

05.00.00 APPLICATION TO SUBCONTRACTORS

05.01.00 The purpose and intent of this Section is to preserve and protect employment opportunities and terms and conditions of employment of all Employees covered

by this Agreement to the maximum extent permitted by law.

05.02.00 No on-site work covered by this Agreement which historically has been performed by the Individual Employer, or by the industry if the Individual Employer has no such history, on the site of a job or project shall be performed off the site of a job or project.

05.03.00 *Definition of Subcontractor:* A subcontractor is defined as any person (other than an Employee covered by this Agreement or an individual Owner-Operator [unless Owner-Operator is employing Employees]), firm or corporation who agrees orally or in writing, to perform, or who in fact performs for, or on behalf of, an Individual Employer, any part or portion of the work covered by this Agreement.

05.04.00 *On-Site Work.* With respect to on-site work covered by this Agreement, that is, work done or to be done at the site of the construction, alteration, painting or repair of a building, structure or other work:

05.04.01 The terms and conditions of this Agreement insofar as it affects Employer and the Individual Employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any on-site work covered by this Agreement, and said subcontractor with respect to such on-site work shall be considered the same

as an Individual Employer covered hereby.

05.04.02 That if an Individual Employer shall subcontract on-site work as herein defined, such subcontract shall state in writing that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement in the performance of his subcontract.

05.04.03 Subsections 05.04.01 and 05.04.02 shall not apply to subcontractors who perform landscape work, wood fencing, wood retaining walls, slurry seal, striping, hydro seeders, straw blowing, silt fencing and/or hay baling if the non-signatory subcontractor who performs such work submits a bid which is more than twenty percent (20%) lower than a signatory subcontractor's bid or no signatory subcontractor submits a bid. This provision is applicable only if the Individual Employer solicits bids from signatory subcontractors.

05.05.00 Regardless of anything in this Agreement to the contrary, no on-site work covered by this Agreement of a Heavy Duty Repairman or a Lubrication or Service Engineer or an Employee who operates or maintains the following equipment — generators or welding machines or uses in the performance of his work fixed drills, lathes, pickup trucks, grease trucks, lube trucks and trailers or any or all of them — will be subcontracted to any person or individual if such person or individual performs any such work.

05.06.00 The Individual Employer shall provide a list of subcontractors who will perform unit work under this Agreement as set forth in Section 02.05.00 where the subcontract amount is over \$25,000. Notice at a pre-job conference will satisfy the requirements of this Section. Furthermore, the Individual Employer shall provide written notice prior to the commencement of work by the subcontractor of any such subcontract entered into subsequent to a pre-job conference with a subcontractor who will perform unit work under this Agreement as set forth in Section 02.05.00. Any Individual Employer who has given such notice and requires the subcontractor to agree to comply with and observe the provisions of Subsection 05.04.00 hereof with respect to the jobsite work shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringe benefits or contributions provided herein except as hereinafter provided.

05.06.01 In the event the Union questions compliance by a subcontractor with the provisions of this Section, the Union shall so notify the Employer, the Individual Employer and subcontractor in writing, and the subcontractor shall furnish to the Union within fifteen (15) days, a written itemized record of all pertinent information. Additionally, where itemized payroll records are required for submission to public contractor agencies on behalf of subcontractors, the subcontractors shall furnish copies of such submission to the Union upon written request. If the

subcontractor refuses, the Individual Employer shall cause the subcontractor to supply the information. The provisions of this Section shall not be applicable if the subcontractor is an Individual Employer signatory to this Agreement.

05.06.02 If any subcontractor shall become delinquent in the payment or meeting of the obligations set forth in 05.00.00, the Union shall promptly give written notice thereof to the Individual Employer and subcontractor specifying the nature and amount of such delinquency as nearly as can be ascertained. If such notice is given, the Individual Employer shall withhold the amount claimed to be delinquent out of any sums due and owing by the Individual Employer to such subcontractor and shall pay and satisfy there from the amount of such delinquency by such subcontractor. Any dispute as to the existence or amount of such delinquency shall be settled as provided in Section 18.00.00 hereof and if the subcontractor is found in violation, the Individual Employer shall be obligated to pay the amount determined to be due, including liquidated damages as described above, out of the money so withheld from the subcontractor, into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

05.06.03 The Individual Employer shall not be liable for any such delinquency occurring more than seventy-five (75) days prior to the receipt of the written notice

from the Union as provided by 05.06.01.

05.07.00 Unless a subcontractor is an Individual Employer signatory to this Agreement, this Agreement shall not cover any other jobs or projects of the subcontractor, and the application of this Agreement to the subcontractor pursuant to these provisions shall terminate contemporaneously with the termination of such subcontract with the Individual Employer.

05.08.00 In the event bid specifications contain MBE/DBE/WBE/DVBE requirements, upon request, the Union will meet with the Individual Employer with the primary intent of assisting the Individual Employer in fulfilling the legal requirements of said bid specifications.

06.00.00 WORKING RULES

06.01.00 Five consecutive days of eight (8) consecutive hours (exclusive of meal period) for single or first shift Employees, and seven and one-half (7-1/2) consecutive hours (exclusive of meal period) for second shift Employees, and seven (7) consecutive hours (exclusive of meal period) for third shift Employees, Monday through Friday inclusive, shall constitute a week's work.

06.01.01 *Four (4) by Ten (10) Workweek.* To the extent permitted by law, an Individual Employer, may establish a four (4) by ten (10) hour workweek, Monday through Friday, provided all other crafts employed by the Individual Employer on the job are performing work on the same

basis. It is further provided, however, that the normal workweek under this provision shall be Monday through Thursday, unless bid specifications require otherwise, and any modification of said Monday through Thursday workweek is established prior to starting the job or project. In the event that work cannot be performed Monday through Friday because of inclement weather shut down, a holiday or major mechanical breakdown or shortage of materials beyond the control of the Individual Employer, Friday or Saturday may be scheduled as a workday and Employees paid at the applicable straight-time rate. Overtime shall be paid as provided in this Agreement except that overtime shall be paid for all work performed over ten (10) hours or before a shift begins. The overtime provisions of this Agreement applicable to Saturdays, Sundays and holidays shall apply to this Section. On shift work, i.e.; a two (2)-shift operation, the provisions of this Agreement applicable to shift work shall apply consistent with the ten (10)-hour day.

Plants and Shops. To the extent permitted by law, a four (4) by ten (10) hour workweek may apply to plants or shops, Monday through Friday upon mutual agreement of a majority of Employees at each plant or shop, the Individual Employer and the Union.

The workweek may commence on Monday and Tuesday unless otherwise agreed to by the Employees, the Individual Employer and the Union. Any four (4) by ten

(10) hour workweek established shall be four (4) consecutive days.

06.01.02 Monday through Saturday. To the extent permitted by law, Saturday work may be performed at straight-time rates in the event of time lost during the workweek due to one or more of the following conditions: inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer, provided the total straight-time hours worked by any Employee in any one (1) week including Saturday make-up work, shall not exceed forty (40) hours. Saturday make-up work shall be performed on a voluntary basis only, and no Employee shall be discharged or otherwise disciplined for his refusal to perform such work.

06.01.03 The above Section shall not apply when working in conjunction with and/or in support of another craft employed by the Individual Employer and receiving overtime for Saturday work. Where such other craft is receiving overtime, the Employees covered by this Agreement shall be compensated on the same basis.

06.02.00 Not less than one-half (1/2) of a shift or a full shift from April 1st through November 15th and not less than one-half (1/2) of a shift, three-quarters (3/4) of a shift or a full shift from November 16th through March 31st at the applicable rate shall be paid for the work performed on any one (1) shift subject to Section 06.22.00 of this Section, except that on the first (1st) day of employ-

vide job requirement for a public agency or a public utility which certifies that some or all of the work can only be done other than during the normal shift hours, and notifies the Union during the pre-job conference or by FAX, E-MAIL, or certified mail at least three (3) days before the start of such special shift (except in the case of emergency), the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift) (exclusive of meal period), Monday through Friday.

Such shift shall be in accordance with the provisions of Section 06.02.00.

1. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working conditions would be unsafe for Employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double (2) time to be paid from 8:00 p.m. Saturday up to and including 8:00 p.m. Sunday and the applicable straight-time rate paid from 8:00 p.m. Sunday until completion of the eight(8)-hour special single shift. If Sunday is the first day of the work-week as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1-1/2).
2. Flexible starting times shall be permitted for crews on a special single shift whenever an Operating

Engineer Foreman is employed on the special single shift.

06.04.04 Employee's straight-time rate shall be the applicable wage rate set forth in 01.03.00, 01.03.01, 01.03.02, 01.03.03, 01.03.06 and 01.04.00 for Special Single Shift work.

06.04.05 For the purposes of this Section Saturday shall begin at the close of the regularly established shift on Friday.

06.04.06 *Special Service and Maintenance Shift.* Upon written notice to the Union, an Individual Employer may initiate a special service and maintenance shift (not to include heavy duty repair) other than during the normal shift hours. The Employees' straight-time wage rate for all work on such special service and maintenance shift shall be the applicable wage rate set forth in Group 4 of this Agreement. For the purpose of this Section, changing filters and belts and making minor adjustments are not considered to be heavy duty repair.

Once an Individual Employer has established a starting time for a special service and maintenance shift, it shall not be changed except by mutual consent of the Union and the Individual Employer.

06.05.00 When two (2) shifts are employed for five (5) or more consecutive days (or less if by mutual written agreement), eight (8) consecutive hours (exclusive of meal

period) shall constitute a shift's work for the first shift, for which eight (8) hours shall be paid; and eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the second (2) shift, for which eight (8) hours shall be paid, at the Second Shift Wage Rates set forth in Section 01.03.00. Such shifts shall run consecutively. The straight-time hours for the second shift shall commence not later than three (3) hours after the end of work (either straight time or regularly scheduled overtime) on the first shift. On two-shift operations, the first shift shall have regular starting time not earlier than 6:00 a.m. and not later than 8:00 a.m. Once such two-shift operation and starting time have been established, they shall not be terminated other than on a Friday (except upon completion of the job), provided that the starting times may be changed by mutual consent. Shift hours and the applicable straight-time or overtime rate shall be paid whenever shifts are worked under the above conditions including Saturdays, Sundays and holidays.

NOTE: A wage rate by Group is established for second (2nd) shift. Second Shift Wage Rates for Groups 1-8A, Steel Erection and Piledriving are set forth in Sections 01.03.00, 01.03.01, 01.03.02, 01.03.06 and 01.04.00 and will be paid on the basis of eight (8) hours' work for eight (8) hours' pay.

06.06.00 When three (3) shifts are employed for five (5) or more consecutive days (or less if by mutual written

agreement), the first shift of the day shall work eight (8) consecutive hours (exclusive of meal period), for which eight (8) hours shall be paid. The second shift shall work seven and one-half (7-1/2) consecutive hours (exclusive of meal period) for which eight (8) hours shall be paid, and the third shift shall work seven (7) consecutive hours (exclusive of meal period) for which eight (8) hours shall be paid. Such shifts shall run consecutively. The straight-time hours for the third shift shall commence not earlier than the end of work and not later than one (1) hour after the end of work (either straight time or regularly scheduled overtime) on the second shift. On three-shift operations, the first shift of the day and of the workweek shall start at 8:00 a.m. Monday, and such workweek shall end with the closing of the third or graveyard shift Friday or at 8:00 a.m. Saturday, whichever is earlier, and 8:00 a.m. Monday shall be compensated for at the applicable overtime rate.

Once established, shift rate shall apply on all work thereafter, including Saturdays, Sundays and holidays. Once such three-shift operations have been established they shall not be terminated other than on a Friday (except upon completion of the job).

06.07.00 On a single- and two-shift operation, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday or at the close of the regularly scheduled second shift, whichever is later. On a three-shift

operation, Saturday shall run from the close of Friday's third or graveyard shift to 8:00 a.m. Sunday.

06.07.01 On a single- and two-shift operation, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday or at the close of the regularly scheduled second shift, whichever is later. On a three-shift operation, Sunday shall run from 8:00 a.m. Sunday to 8:00 a.m. Monday.

06.07.02 The straight-time starting time for Employees on each shift shall be the same for all Employees employed on that shift.

06.08.00 On "multiple-shift operations" (a two[2]- and/or three[3]- shift job), in addition to the two and/or three shifts, a single shift of eight (8) consecutive hours (exclusive of meal period) may be established, provided it is for five (5) or more consecutive days and has its own Operating Engineer Foreman where required, or if a Foreman is not required, is under separate supervision and further provided that on a two- or three-shift job such single shift is not related to and is not in conjunction with the work on the two- or three-shift operation. The regular starting time of such single shift shall be between 6:00 a.m. and 8:00 a.m.; provided, however, once such starting time has been established on a job or project, it shall not be changed except by mutual consent of the Union and the Individual Employer.

06.09.00 In the case of a multiple-shift operation, in no event shall the number of Employees on a second (2nd) or third (3rd) shift exceed the number of Employees on the first (1st) shift by more than fifty percent (50%). The foregoing may be modified by mutual agreement of the Union and an Individual Employer.

06.10.00 On multiple-shift operations, no shift shall work more than ten (10) hours, except in the event of an on-the-job emergency.

06.11.00 No single-shift Employee shall relieve a multiple-shift Employee, and no multiple-shift Employee shall relieve a single-shift Employee.

06.12.00 In the case of a multiple-shift operation, the Individual Employer will endeavor to fairly distribute overtime work on Saturdays, Sundays or holidays.

06.13.00 For the purposes of establishing shift operations, the Employees of the Individual Employer and the Employees of any subcontractor or other Individual Employer shall be considered separately.

06.14.00 No Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. No arrangement of shifts shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.

06.14.01 Where there is equipment to be operated on a single-shift operation before the single shift begins or after it ends, or on a Saturday, a Sunday or a holiday, the Operating Engineer who regularly operates the particular piece of equipment shall be given first choice to perform the work, for not to exceed twelve (12) hours except in an emergency, and if an Assistant to Engineer is required, the Assistant to Engineer who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work.

06.15.00 Where in any locality existing traffic conditions, weather conditions or power availability render it desirable to start the day shift at an earlier or later hour, such starting time may be set by mutual written agreement of the Individual Employer and the Union. Such different starting time may not be terminated except on a Friday or upon completion of the job.

06.16.00 If a breakdown occurs on equipment operated by Employees covered by this Agreement, it shall be in the discretion of the Individual Employer whether the Operator and his or other Employees shall make the repairs including routine maintenance.

06.17.00 The recognized established practice regarding the starting and warming up of equipment by Employees under this Agreement shall not be changed.

06.18.00 No Employee shall be required to work alone during the hours of darkness when performing

maintenance work on equipment. This provision shall not apply to Employees servicing and/or starting equipment one (1) hour prior to the start of a shift.

06.19.00 Meal Period. There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one-half (1/2) hour before and completed not later than one (1) hour after the mid-point of the regularly scheduled hours of work for each Employee's shift. The meal period for Mechanics, Service and Lubricating Engineers, may be scheduled to permit work at the applicable straight-time rate during the regularly scheduled meal period.

06.19.01 If the Individual Employer requires the Employee to perform any work included in 02.04.00 of this Agreement through his scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

06.19.02 Where it is necessary for such machines as compressors, refrigeration plants and pumps to operate during the lunch period, the operator of such machines shall receive pay for the lunch period at the applicable overtime rate only if required by the Individual Employer to monitor or service such machines.

06.20.00 Foremen and Shifters. No foremen or shifters shall be allowed to perform any work covered by

this Agreement or operate any equipment covered by this Agreement, except as provided in the Special Provisions Concerning Foremen Other Than General Foremen, Section 21.00.00.

06.21.00 Show-Up Time. When an Employee reports on his shift, or when dispatched and he reports at the agreed time and designated place and there is no work covered by Section 02.04.00 provided for him by the Individual Employer, he shall be paid two (2) hours at the rate applicable to his classification at the straight-time hourly or overtime rate applicable on that day as show-up time; if the Employee is requested to stand by, and does so, and is given no work, he shall be paid four (4) hours' pay at the rate applying to the job or unless such Employee or applicant reported in a condition unfit to perform his work or unless such applicant was rejected by the Individual Employer in accordance with the provisions of the Job Placement Regulations of this Agreement, Section 04.10.39. Provided, however, if his work is suspended on account of weather conditions, the Employee shall be entitled to show-up time only if he remains on the jobsite for two (2) hours pending abatement of such weather, unless sent home earlier by the Individual Employer. If his work is started, in lieu of show-up time, the Employee shall be compensated as provided in 06.02.00 and 06.03.00 of this Section. If an Employee's work is to be suspended for any reason, the Employee shall be notified at least two (2)

hours before being required to report on his shift. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number. When the Employee has no telephone, or when the Employee cannot be reached at the number furnished to the Individual Employer, he shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the Individual Employer at the time and place designated in a notice posted on the job. The provisions of this Section shall apply also when the Employee is working under Section 13.00.00 and 14.00.00 of this Agreement. The Individual Employer and the Union may mutually agree to other and additional means of notification of Employees.

06.22.00 Whenever an Employee is called out to work or employed on a Saturday, Sunday or a holiday, he shall be paid at least four (4) hours at the applicable overtime rate unless the overtime work immediately precedes his regular shift and he works or is paid for the first half of his regular shift, in which case he shall be paid for the overtime actually worked by the hour and half-hour. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday and holidays shall be reckoned by the hour at the applicable overtime rate. On a two-shift or three-shift job if Employees are called out to work or employed on the first shift on a Saturday, Sunday or holiday, the above shall apply but if any Employees are called out or

employed to work on a second or third shift on Saturday, Sunday or holiday all shift work Employees called out or employed shall be compensated in accordance with either Section 06.05.00 or 06.06.00, as the case may be.

06.23.00 In the event an Employee has completed his regular shift and returned to his residence, and is called back to perform his overtime work, such Employee shall be paid at least two (2) hours at the applicable overtime rate. In the event an Employee has not worked his scheduled shift and is called out to perform overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate.

06.24.00 The holidays referred to in this Agreement are as follows: New Year's Day (January 1), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November), the day after Thanksgiving Day (4th Friday in November), and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Martin Luther King Day shall become a recognized holiday when and if the five basic crafts adopt it as a holiday.

06.25.00 *Overtime on All Work Covered By This Agreement in Areas 1 and 2.* The applicable overtime rates shall apply for the shift, work covered by 02.04.00, equipment, area, location and classification on Saturdays,

Sundays and holidays and all time before a shift begins and after it ends.

06.25.01 *Overtime Areas 1 and 2 (all forty-six [46] Counties).* One and one-half (1-1/2) times the applicable straight-time hourly rate shall be paid for all work performed before a shift begins and after it ends and for all work performed on Saturdays. Double (2) the straight-time hourly rate shall be paid for all work on Sundays and holidays.

06.25.02 Assistants to Engineers shall be paid at the applicable overtime rate when required to "grease" or "fire up" prior to the start of the shift or after the shift has ended.

06.25.03 *Tide Work.* Except as provided for in Section 14.02.06, an Individual Employer who is performing tide work shall establish a starting time for the project between 5:00 a.m. and 10:00 a.m. which corresponds to the tide on the first day of the project. All hours worked before or after the shift as established herein shall be paid at the special single shift rates set forth in 01.03.00, 01.03.01, 01.03.02, 01.03.03, 01.03.04 and 01.04.00. When an Employee is called out to work tide work, the minimum pay for such work shall be eight (8) hours at straight time as provided herein including fringe benefits. Each hour worked on Saturday shall be paid at time and one half (1-1/2) and each hour worked on Sundays and holidays shall be paid at double time. When an Employee is called out to

work on Saturdays, Sundays or holidays, the applicable overtime rate shall be paid for each hour worked, and the minimum pay shall be six (6) hours at the overtime rate.

06.26.00 *No Restrictions on Production.* Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work.

07.00.00 *MANNING*

07.01.00 The manning of equipment shall be in accordance with the provisions of Section 01.00.00 and this Section 07.00.00. In addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted by an Employee covered by this Agreement (Assistant to Engineer, Deckhand or Registered Apprentice). (Refer to Section 07.10.00.)

07.01.01 Only an Employee covered by this Agreement shall start and warm up equipment and the recognized established practice regarding the classification of Employee used in the starting and warming up of equipment shall not be changed.

07.01.02 When assigned to equipment shall be under the direct supervision of the Operator at all times.

07.02.00 *Asphalt Plant Crew.* It is agreed that the

Asphalt Plant Crew shall consist of a Plant Engineer and two (2) additional Employees. The Plant Engineer shall be in charge of the entire plant. In the case of an automatic asphalt plant, the asphalt plant minimum crew shall consist of a Plant Engineer and Boxman. It is further provided that if any additional assistance is required in the asphalt plant crew, such assistance shall be performed by an Employee covered by this Agreement.

07.03.00 *Change Rule.* An Employee may be changed between classifications and pieces of equipment provided any piece of equipment the Employee leaves is not operated except by an Employee covered by this Agreement. However, an Employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment, shall not be discharged or laid off, but shall be returned to the equipment to which he was originally dispatched.

07.03.01 The Individual Employer shall not assign an Assistant to Engineer to perform the work of an Operating Engineer. The Individual Employer may assign an Operating Engineer to perform the work of an Assistant to Engineer; provided, not currently on the payroll of the Individual Employer shall be laid off or terminated as a result of such an assignment. The foregoing shall not preclude transfers for brief emergency or relief periods, provided a replacement has been requested from the Job Placement Center serving the job or project.

07.03.02 On building jobs, the Assistant to Engineer may for four (4) hours or less, operate the following equipment: (1) Forklift, (2) Small Rubber-Tired Tractor, (3) Bobcat. Should any assistance be required, it shall be an Employee covered by this Agreement.

07.04.00 *Signals.* The necessity for the use of an Employee to give signals to Employees covered by this Agreement shall be determined by the Individual Employer. When used, he shall be an Assistant to Engineer, or a Registered Apprentice. (Refer to Section 07.10.00.)

07.05.00 Whenever a person starts, stops or operates pumps over 750 GPM (except automatic electric pumps), compressors over 210 CFM (except automatic electric compressors), welding machines, or generators over 150 KW, he shall be an Employee covered by this Agreement. Any servicing and maintenance of the above equipment regardless of size, including automatic electric pumps and automatic electric compressors, shall be performed by an Employee covered by this Agreement.

07.05.01 *Generators.* Generator/Welder House: one (1) Engineer required.

07.05.02 *Compressors.* On compressor houses, manifold compressors or large single unit compressors (750 CFM or more) in the same location: one (1) Engineer required.

07.06.00 On any job or project where an Employee is utilized to operate a Forklift (Group 8), or an Individual

Employer employs a Heavy Duty Repairman, such Employee(s) may be utilized in lieu of one of the Employees otherwise required by Sections 07.05.00, 07.05.01 Generators and 07.05.02 Compressors. This Section 07.06.00 shall not apply to the required manning on Compressor Houses.

07.07.00 *Field Survey Work.* The classifications herein referred to shall apply only to Employees covered hereby, regularly employed in field survey work, excluding Individual Employer, executive, administrative or supervisory personnel, professional or office engineer personnel, draftsmen, estimators, timekeepers, messengers, guards, clerical help or field office help, and excluding the use of survey instruments normally used by any other employees in the performance of their duties.

07.07.01 Field survey work shall be that work performed by such Employees in connection with the establishment of control points governing construction operations when performed by the Individual Employer on any type of home, office or commercial building construction. "Control points governing construction operations" shall be defined as such vertical and horizontal controls as must be established in connection with site preparation work before actual construction can get underway. On commercial, office, or multi-storied buildings, site preparation work in connection with the establishment of control points governing construc-

tion operations on locations and elevations of fills, excavations, piles, caisson, and utilities shall be considered to be field survey work.

07.07.02 On all types of heavy, highway and engineering construction, when the Individual Employer is required by Contracting Authority to furnish his own field survey service or when the Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications set forth in Section 01.00.00.

07.07.03 For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

07.07.04 The Union will cooperate with the Individual Employer in the placing of student engineering trainees, so long as it does not materially affect the normal employment of regular Employees.

07.07.05 When an Instrument Man is required by the Individual Employer to work from drawings, plans or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

07.07.06 A party consisting of three (3) or more Employees shall include a Chief of Party.

07.07.07 On a large project using several small parties and having a Chief of Party on the jobsite and in charge of the small parties, each small party shall have an Instru-

ment Man or Chief of Party as one of the members of the small party.

07.08.00 Warranty: The maintenance and repair of equipment done at the site of construction, alteration, painting, repair or demolition of a building, structure or other work shall be performed exclusively by an Employee, or by employees covered by a collective bargaining agreement with the Union; provided, however, that if the Individual Employer has a written contract of warranty covering the equipment, work covered by such warranty may be performed at the jobsite for not more than six (6) months from purchase in the case of new equipment, or not more than thirty (30) days from purchase in the case of used equipment by persons not covered by this Agreement who are eligible to register as Class A Operating Engineers, or Class A, under the Job Placement Regulations of this Agreement, and further provided that for non-warranty work or for work performed after the aforementioned six (6) months and thirty-day time periods all maintenance and repair work will be performed under the terms and conditions of this Agreement, except that in the event of a factory modification to be performed on the jobsite, one factory representative shall be excluded from the foregoing.

07.08.01 When an Individual Employer, at his discretion, wishes to utilize Employees covered by this Agreement to perform Soils and Materials Testing, such Em-

ployee shall be employed in accordance with the applicable classification set forth in Section 01.03.00.

07.09.00 Journeyman Training. Employees who have been, while unemployed under this Agreement, continuously registered in a California Job Placement Center or other approved Job Placement Center during the previous calendar year (registration during the calendar week following termination shall not break continuous registration) and have not refused four (4) or more dispatches during the previous calendar year and are at the time of application for training registered in a California Job Placement Center:

Training shall take place at an approved training center and such training shall be under the direction of the Operating Engineers Joint Apprenticeship Committee.

Room and board Monday through Friday, except on designated holidays as determined by the Joint Apprenticeship Committee while at the training center and the cost of training shall be paid by the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

07.09.01 Training shall terminate:

- (1) On Friday following the Employee's attaining two hundred forty (240) hours of training, except that the Employee may be allowed to train eighty (80) additional hours on the approval of the Joint Ap-

prenticeship Committee.

- (2) A shutdown of all or part of the operations of the training center affecting the Employee's training.
- (3) Dispatch by a Job Placement Center to employment under a Collective Bargaining Agreement with the Union.
- (4) In the case of a termination under 2 or 3 above, the Employee shall be eligible for further training subject to 1 above.

07.09.02 This training program shall be open at such time as the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund Trustees so determine.

07.09.03 Employees applying for training shall be eligible for training on a first come-first trained basis to the extent of the funds made available by the Affirmative Action Trust and that the training facilities are available.

07.09.04 Employees requesting training shall make application at a Northern California Operating Engineers' Job Placement Center.

07.09.05 The Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund Trustees are specifically authorized to modify 07.09.00 through 07.09.04.

07.10.00 *Registered Apprentices.* The wages, rates of

pay, hours of labor and the other conditions of employment of Registered Apprentices shall be and are governed entirely by the terms and conditions of this Agreement except as modified in 07.10.01 through and including 07.10.13.

07.10.01 The education, training and disciplining of Registered Apprentices shall be governed by the appropriate Joint Apprenticeship Committee and Standards:

- (1) Operating Engineers Apprenticeship Committee for the 46 Counties of Northern California;
- (2) Northern California Surveyors Joint Apprenticeship Committee.

07.10.02 *Apprentice Wage Rates.* The straight-time hourly rate of Operating Engineers Registered Apprentices in the Operating Engineers Apprenticeship Program shall receive the following percentage of the Group 4 rate set forth in Section 01.03.00:

- 1st Period Apprentice — 55%
- 2nd Period Apprentice — 60%
- 3rd Period Apprentice — 65%
- 4th Period Apprentice — 70%
- 5th Period Apprentice — 85%

The Apprentice wage rate to be calculated at 55% of the Group 4 wage rate shall apply to the one thousand (1,000) hours of on-the-job training described below (1st Period).

1st Period. The 1st Period for the Construction Equipment

Operator Branch shall consist of twelve hundred (1,200) hours. Two hundred (200) hours of orientation training at a designated training center in the following: Apprenticeship orientation, safety, grade setting, lubrication, general maintenance, and introduction to the following categories: track-type equipment, rubber tire-type equipment, hoisting-type equipment and stationary-type equipment.

One thousand (1,000) hours of the 1st Period will be on-the-job training, employed by a participating or contributing Employer.

1st Period Surveyors. One thousand (1,000) hours of the 1st Period will be on-the-job training, employed by a participating or contributing Employer.

The straight-time hourly rate of Surveyors Apprentices shall be:

- 1st Period — 60% of Chainman-Rodman
- 2nd Period — 70% of Chainman-Rodman
- 3rd Period — 80% of Chainman-Rodman
- 4th Period — 90% of Chainman-Rodman
- 5th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.
- 6th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.
- 7th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.
- 8th Period — 100% of the wage rate applicable to the classification covering the type of work being performed.

sification covering the type of work being performed.

07.10.03 Applicants selected for Apprenticeship by the Joint Apprenticeship Committee may request evaluation by the appropriate Joint Apprenticeship Committee to receive credit which may be applicable for past experience. The Joint Apprenticeship Committee may determine through evaluation whether the Apprentice shall be a First through Fifth Period Apprentice and shall be paid the appropriate percentage as set forth in Section 07.10.12.

Surveyor Apprentices shall be evaluated and receive the wage scale of the proper wage schedule as determined by the application of the proper percentage of the appropriate classification for the period of training and the work performed, all as determined by the NCS-JAC.

07.10.04 Apprentice manning shall be in conformance with the schedule as set forth in this Agreement.

A. Each Individual Employer who employs nine (9) Journeyman Operating Engineers on all work covered by this Agreement, shall have a minimum of one (1) Apprentice employed, if available. Thereafter, the Individual Employer shall include an additional Apprentice for each nine (9) Journeyman Operating Engineers employed after the first nine (9) on all work covered by this Agreement. The following exempt Employees will not be considered Journeyman Operating

Engineers in determining the number of Journeyman Operating Engineers employed for the purposes of this paragraph. Exempt Employees include:

1. Foremen not operating equipment or working with the tools of the trade and/or Superintendent
2. Assistant Engineers
3. Preferred List Journeymen
4. Journeymen working outside the 46 Counties
5. Employees not Journeymen Operating Engineers (i.e. office employees)
6. Apprentices
7. Journeymen not performing covered work (i.e. training, supplemental related training, Estimators, Exempt Code 7)
8. Owner-Operators

Notwithstanding the other provisions of this paragraph, the Individual Employer shall comply with the California Labor Code when performing publicly-funded work.

B. The Joint Apprenticeship Committee established by the parties to this Agreement shall have the responsibility for establishing a referral procedure for Apprentices in conformance with the training standards. The Union shall dispatch all Apprentices in accordance with the procedure established by the Joint Apprenticeship Committee. The cost of dispatching Apprentices shall be borne entirely by the Joint Apprenticeship Trust.

07.10.05 *Apprentice Manning Non-Compliance.* In the event a District Representative or Apprentice Coordinator of the Union determines that an Individual Employer currently has no Registered Apprentice(s) employed or less than the number required, the District Representative or Apprentice Coordinator shall notify the Employer and the Individual Employer in writing of the non-compliance and indicate that the Union has apprentices available for dispatch. The Individual Employer will have ten (10) working days to comply after receipt of notice if the Union has apprentices available for dispatch. The District Representative or Apprentice Coordinator shall meet with the Individual Employer during the ten (10) working day period. Failure to comply within ten (10) working days shall subject the Individual Employer to a penalty of four hundred dollars (\$400) per work day (from the date written notice was received) for each day of non-compliance, up to a maximum of ten (10) days. Penalties shall be paid to the Operating Engineers' Affirmative Action Trust Fund.

07.10.06 *Apprentice Manning Oversight Panel.* The parties recognize that some Individual Employers may not be able to provide safe, meaningful training for Apprentices. Further, there may be violations or disputes under these provisions that will require review and action. Therefore, an Apprentice Manning Oversight Panel is established for the purpose of considering the following:

If safe apprentice training is not available
If meaningful apprentice training is not available
Deviations from these apprentice manning provisions
Interpretations of these apprentice provisions
Individual Employer compliance
Individual Employer extensions
Categorical work-style exemptions (i.e. sweepers, grinders, pumpers, etc)

The Apprentice Manning Oversight Panel shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. A minimum of one (1) Employer representative shall serve on any issue relating to one of its Individual Employers. The Apprentice Manning Oversight Panel shall be empowered with the same powers of resolution provided to a panel convened for grievances with a specific and exclusive focus on apprenticeship manning and dispatch. No employment related matters for individual Employees may be presented to the Oversight Panel. If the Oversight Panel is unable to resolve questions of interpretation or issues other than safe meaningful training, said matters shall be subject to Section 18.00.00 "Provisions Governing Right to Arbitrate." The provisions of this paragraph shall apply to all Employers. All decisions of the Apprentice Manning Oversight Panel shall be in writing and distributed to all Individual Employers.

07.10.07 When such Registered Apprentice completes the total apprenticeship training, such Registered Apprentice

may return as a Journeyman to any Individual Employer for whom he/she has previously worked if the Individual Employer so requests him and if no Journeyman is laid off or replaced by the employment of such Employee. The employment of the Journeyman as outlined above shall be in compliance with the Job Placement Regulations.

07.10.08 A Registered Apprentice may be assigned (subject to the control of the Joint Apprenticeship Committee) to operate equipment or perform work covered by this Agreement, provided that the Registered Apprentice is under the supervision of a Journeyman. The utilization of Registered Apprentices to operate equipment or perform work shall be in accordance with approved Apprenticeship Standards.

07.10.09 In the event there are no Assistant to Engineers or Preferred Classification Employees registered or available for work in an Assistant to Engineer classification, a Registered Apprentice shall be dispatched in lieu thereof. However, when so employed, the Registered Apprentice shall receive the applicable Registered Apprentice rate or the applicable Assistant to Engineer rate, whichever is greater; provided, however, a Registered Apprentice being utilized as an Assistant to Engineer is subject to the provisions set forth in Section 04.10.06(b) of the Job Placement Regulations.

07.10.10 *Selection Procedures.* All Apprentice applicants entering the Apprenticeship Program shall be subject

to the Selection Procedures in the Apprenticeship Standards of the Joint Apprenticeship Committee for Operating Engineers for the 46 Northern Counties in California.

07.10.11 *Orientation Training.* All Apprentices entering the Apprenticeship program shall receive orientation training at a designated training center pursuant to a curriculum developed by the Joint Apprenticeship Committee. Such participation in the Orientation Training shall be at the discretion of the Joint Apprenticeship Committee.

07.10.12 The Apprentice manning requirements set forth in 07.10.04 are not mandatory when they apply to permanent plants producing rock, sand and aggregates of all kinds, concrete (excluding cement), asphalt and macadam where such plants are in competition with like plants not covered by the Master Agreement.

07.10.13. 1. An Individual Employer, who has employed an apprentice for at least six months during the apprentice's fourth period, shall receive apprentice manning credit for all of the Employee's work for the Individual Employer as a journeyman during the twelve (12) months immediately following the date the Employee obtains journeyman status.

2. An Individual Employer shall receive apprentice manning credit for each hour of an apprentice's

Supplemental Related Training ("SRT") increment if the Individual Employer employs the apprentice during three (3) of the six (6) months immediately following the apprentice's SRT increment.

3. All work of an Advanced Apprentice will count as apprentice manning credit for the Individual Employer's apprentice manning obligations under the applicable provisions of this Agreement.

**08.00.00 SUPPLEMENTARY WORKING
CONDITIONS**

08.01.00 Tools. The Individual Employer shall provide on each jobsite a secure place where his Heavy Duty Repairman may keep his tools. If all or any part of a Heavy Duty Repairman's kit of working tools is lost by reason of the failure of the Individual Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry while in the secure place designated by the Individual Employer, the Individual Employer shall reimburse such Heavy Duty Repairman for any such loss from a minimum of one hundred dollars (\$100.00) to a maximum of five thousand dollars (\$5,000.00). In order to obtain the benefits of this paragraph, a Heavy Duty Repairman must provide the Individual Employer with an inventory of his tools at the time he commences work and additional inventory whenever the Heavy Duty Repairman acquires additional tools.

08.01.01 Heavy Duty Repairmen shall furnish their own hand tools, but special tools shall be furnished by the Individual Employer as needed, such as: pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, gauges, torches and tips, torque wrenches, twenty-four-inch (24") pipe wrenches or socket wrenches, and sockets requiring over three-quarter-inch (3/4") drive, box-end wrenches over 1" and open-end wrenches over 1". Heavy Duty Repairmen and/or the Registered Apprentices shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five (5) minutes or more than fifteen (15) minutes.

08.02.00 Transportation. No Employee covered by this Agreement shall, as a condition of employment, furnish transportation within the jobsite or between jobsites, or from yard to jobsite for transportation of Employees or tools or equipment or for any other purpose.

08.02.01 When the Individual Employer transports Employees from yard to jobsite, or within jobsite, or to power lines or pipelines, he shall provide safe and suitable transportation.

08.02.02 When the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, or no parking facilities are provided within a five-minute walk from where the Employees' work is

being performed, the Individual Employer shall transport the Employees to and from where the Employees' work is to be performed, and such transport shall be one-half on the Individual Employer's time and one-half on the Employees' time.

08.02.03 Where free parking is not available, parking places or parking facilities will be provided by the Individual Employer for the Employees at no cost to the Employees. If the Employee must pay for parking the Individual Employer shall reimburse the Employee for each parking expenditure; provided, however, the Individual Employer may require the submission of dated and signed receipts. Such receipts may be turned in weekly or on termination of employment whichever is sooner.

08.02.04 The transportation, by means of its own power, of equipment and the loading and unloading of equipment of the type or kind operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

08.03.00 *Facilities.* The Individual Employer agrees to furnish suitable shelter and protection to protect the Employees from falling material and from the elements (including, but not limited to, dust, heat, rain and cold).

08.03.01 On all jobs, clean drinking facilities and cool water shall be provided the Employees by the Individual Employer.

08.03.02 Suitable, adequate and sanitary toilet facilities shall be provided on all jobs.

08.04.00 *Employee Bonds.* No Employee shall be required by Employer or any Individual Employer to deposit a cash bond with the Employer or the Individual Employer or any other person. In the event that a surety bond is so required, the Employer or the Individual Employer shall pay the premium upon said bond.

09.00.00 *SERVICING OTHER CRAFTS*

09.01.00 Employees on a particular project and assigned to work with a craft or crafts temporarily shall not be entitled to any of the conditions of the craft or crafts. "Temporarily" shall be interpreted as meaning any work performed in a single day of four (4) hours or less.

09.02.00 When Employees covered by this Agreement are employed on a job or project where another craft or crafts work a shorter day or shorter week, such Employees affected shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

09.03.00 When Employees perform work covered by this Agreement in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

09.04.00 Combination mixer and compressor operator

on gunite work shall be classed as servicing a Specialty craft or crafts.

10.00.00 ADDITIONAL RESPONSIBILITY

10.01.00 Working Leadman. When an Individual Employer employs more than one (1) Heavy Duty Repairman and less than five (5) Heavy Duty Repairmen on any shift, and if a Heavy Duty Master Mechanic or Heavy Duty Repairman Foreman is not employed on such shift, then in lieu of such supervision one (1) Heavy Duty Repairman shall be a working Leadman and his straight-time hourly wage rate shall be that of Group 4, set out in Section 01.03.00 plus fifty cents (\$.50) per hour.

10.02.00 Payment of Wages. Each Employee shall be paid his wages in full each week promptly after the close of his shift on payday and on the jobsite. The wages of Employees, who are terminated, shall be due and payable in full at the time of termination. Employees quitting or resigning shall be paid in accordance with the laws of the State of California. Accompanying each payment of wages shall be a separate statement identifying the Individual Employer, and showing the total earnings, the amount of each deduction, the purpose thereof and net earnings.

10.02.01 Habitual violations of this Section will subject the Individual Employer to penalties as may be determined by the Board of Adjustment.

10.03.00 Work at More Than One Rate. If more than

one (1) straight-time hourly rate is applicable to the work performed by an Employee during his regular shift or on overtime, his pay shall be computed at the highest straight-time hourly rate, or overtime as the case may be, applicable to the work, equipment, area, location and classification for the full shift and for all the overtime due in any workday, Saturday, Sunday or holiday.

10.03.01 No Employee receiving a higher rate of pay or better conditions by reason of an existing contract with another employer association or Employer and the Union shall suffer a reduction of pay or loss of conditions by reason of the execution of this Agreement.

No Employee receiving a higher rate of pay or better conditions by reason of an existing contract with another employer association or Employer and the Union shall suffer a reduction of pay or loss of conditions by reason of such association becoming an Employer or his Employer becoming an Individual Employer and the Employee becoming an Employee hereunder.

**11.00.00 SUBSISTENCE AND TRAVEL,
RENTED EQUIPMENT**

11.01.00 On any job, location or project located more than thirty-five (35) miles from the permanent yard of the Individual Employer, Operating Engineers employed by an Individual Employer who is regularly engaged in the business of renting hoisting equipment (except cranes),

gradalls, truck-mounted pavement breakers, or truck-mounted earth augers, on a fully operated basis, shall receive in addition to their regular and overtime wages a daily subsistence as follows:

Effective June 16, 1998 — \$20.00

11.01.01 Any crane rental work to be performed on a fully operated basis shall be performed under the wage rates, fringe benefit rates and all other terms and conditions of the existing Master Agreement for Equipment Rental.

11.01.02 Within thirty (30) days of the execution of this Agreement, any such Individual Employer having more than one (1) yard shall notify the Union, in writing, of the location of his permanent yard, or permanent yards. Such locations can be changed once each year by giving written notice to the Union. Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act.

11.01.03 No subsistence shall be paid on any job when the Employee's time starts and ends at the Individual Employer's permanent yard without any break in compensable hours except for meal periods.

11.02.00 On jobs on which an Employee does not receive subsistence, the understanding of the undersigned parties is as follows:

11.02.01 An Employee shall not receive travel time or

travel expense except under 11.03.00 and 11.04.00 below.

11.03.00 *Travel Expense.* Where the Employee is transported on the Individual Employer's equipment, travel expense shall not be due.

11.03.01 Travel expense will be paid when moving cranes from yard to job, job to yard and job to job when crane is not returned to its original starting point at the end of the day, and when the Employee receives travel time under.

11.03.02 Travel expense, when due an Employee furnishing his own transportation shall be paid at the rate of twenty-five cents (\$.25) per mile and the Individual Employer shall also pay bridge, ferry or toll fares involved; provided that no Employee shall be required to furnish the means of transportation as a condition of employment.

11.04.00 *Travel Time.* On any day on which an Employee is required to report to the yard, the Employee's time will start at the yard. On any day on which the Individual Employer requires an Employee to return to the yard and when, absent a pre-arrangement to cover transportation under 11.03.01, an Employee is required to report to the yard on that date, an Employee's time will end at the yard.

12.00.00 *FRINGE BENEFITS*

12.01.00 *General Provisions.* The Individual Em-

ployer will make the following payments for each hour worked or paid each Employee by an Individual Employer covered by this Agreement. Such payments shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual Employer on or before the 15th day of the month following the month in which such Employee was employed by such Individual Employer, and an Individual Employer shall be delinquent if such Individual Employer's Report and payment is not received by the bank before midnight of the 25th day of that month. All such payments shall be made at Alameda, California, at the time (as set forth above) and in the manner provided for by the applicable Employer Union Trust Agreement creating a Trust or, if not a Trust, at the time and in the manner provided for in this Agreement. Each Individual Employer is bound by all the terms and conditions of each Trust Agreement and any amendment or amendments thereto which are incorporated by reference herein. The Union and the Employer agree that these plans are and have been defined contribution plans.

12.02.00 Health and Welfare and Sick Benefits. Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California according to the following schedule:

Effective June 27, 2005 —
Six dollar and twenty-three cents (\$6.23)

Effective June 26, 2006 —
Six dollar and fifty-eight cents (\$6.58)

Effective June 26, 2006, two cents (\$.02) of the six dollars and fifty-eight (\$6.58) shall be paid to Addiction Recovery Program, Inc. ("ARP"). This payment shall be in addition to money the Health and Welfare Fund currently provides ARP.

12.02.01 If a National Health Act or State Health Care Act is enacted, the parties shall meet to eliminate any duplicate benefits and duplicate cost to the Individual Employer. If the Individual Employer's total benefit cost for providing Health and Welfare benefits to Employees is reduced because of a change in the law, the Union may allocate to wages and/or fringe benefits any savings beyond that necessary to restore eleven cents (\$.11) to the Operating Engineers' Pension Trust Fund's margin.

12.03.00 Pensioned Health and Welfare. Each Individual Employer covered by this Agreement shall pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

Effective June 27, 2005 —
One dollar and eighty-nine cents (\$1.89) per hour

Effective June 26, 2006 —
Two dollar and fourteen cents (\$2.14) per hour

12.04.00 Pension. Each Individual Employer covered by this Agreement shall pay into the Operating Engineers'

Pension Trust Fund according to the following schedule:

Effective June 26, 2006 —
Five dollars (\$5.00) per hour

12.04.01 Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule for Apprentices effective June 26, 2006:

1st Period — \$3.40 per hour
2nd Period — \$3.40 per hour
3rd Period — \$3.40 per hour
4th Period — \$3.40 per hour
5th Period — \$3.40 per hour

12.05.00 *Affirmative Action.* Each Individual Employer covered by this Agreement shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund according to the following schedule:

Effective June 25, 2001 —
Sixty-two cents (\$.62) per hour

In addition to the above, the Individual Employer shall pay one dollar (\$1.00) per hour for each hour worked or paid each Registered Apprentice into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

12.06.00 *Vacation and Holiday Pay Plan.* Each Individual Employer covered by this Agreement shall pay

into the Operating Engineers' Vacation and Holiday Pay Plan according to the following schedule:

Effective June 29, 1998 —
Two dollars seventy cents (\$2.70) per hour

Registered Apprentices. Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Vacation Holiday and Pay Plan for Apprentices according to the following schedule:

Effective June 29, 1998 —
Two dollars twenty cents (\$2.20) per hour

12.06.01 Such payments to the Plan shall be made at Alameda, California, in accordance with and in the manner as provided in the Vacation and Holiday Pay Plan, Section 23.00.00.

12.06.02 *IUOE/PAC.* The Employees may voluntarily authorize in writing that a portion of said payments be made to the Political Action Committees established by Operating Engineers Local 3 and/or by the International Union of Operating Engineers.

12.07.00 *Annuity Fund.* Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Annuity Trust Fund according to the following schedule:

Effective June 25, 2001 —
Forty cents (\$.40) per hour

12.08.00 Contract Administration Fund. Each Individual Employer covered by this Agreement shall pay into the Contract Administration Fund according to the following schedule:

AGC and ACE

Effective December 28, 1998 —

Eight cents (\$.08) per hour

AECE

Effective September 1, 1998 —

Seven cents (\$.07) per hour

EUCA

Effective June 29, 1998 — Ten cents (\$.10) per hour

*(Engineering and Utility Contractors Association
Industry Promotion Fund)*

Effective September 1, 1998 —

Three cents (\$.03) per hour

UMIC

Effective December 28, 1998 —

Seven cents (\$.07) per hour

Short Form Employers

Effective December 28, 1998 —

Four cents (\$.04) per hour

12.08.01 Such monies provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including Section 18.00.00, for the industry.

12.09.00 Industry Stabilization Fund. Each Individual Employer covered by this Agreement shall pay into the Industry Stabilization Fund according to the following schedule:

Effective June 29, 1998 —

Six cents (\$.06) per hour

12.09.01 Such monies shall be utilized to enhance the enforcement of prevailing wage laws through The Foundation for Fair Contracting within the geographic area covered by this Agreement.

12.10.00 Job Placement Center and Market Area Committee Administration Market Preservation Fund. Each Individual Employer covered by this Agreement shall pay into the Job Placement Center and Market Area Committee Administration Market Preservation Fund according to the following schedule:

Effective June 24, 2002 —

Eleven cents (\$.11) per hour

12.11.00 Business Development Fund. Each Individual Employer covered by this Agreement shall pay into the Business Development Trust Fund according to the following schedule:

AGC and ACE

Effective June 29, 1998 —

Eight cents (\$.08) per hour

AECE

Effective September 1, 1998 —

Eight cents (\$.08) per hour

EUCA

Effective September 1, 1998 —

Nine cents (\$.09) per hour

UMIC

Effective June 29, 1998 —

Nine cents (\$.09) per hour

Short Form Employers

Effective June 16, 1998 —

Twelve cents (\$.12) per hour

12.11.01 Such monies shall be utilized to maintain and increase signatory contractors' market share and to develop new markets. *[Note: These monies are distributed to the California Alliance for Jobs and/or the Construction Industry Force Account Committee on a proportionate basis according to each Association.]*

12.11.02 Heavy & Highway Committee. The Employer shall contribute one cent (\$.01) per hour to the Heavy and Highway Committee effective January 1, 2001.

12.12.00 Supplemental Dues. In addition to any amount specified as and for Vacation and Holiday benefits in Section 12.06.00 and 12.06.01 of this Master Agreement, the amount of eighty-five cents (\$.85) per hour for each hour paid for or worked shall be added and

specifically designated as Supplemental Dues. Annual increases to supplemental dues from the wage package in Section 01.03.00 shall not exceed ten cents (\$.10) per year for the term of this agreement. Upon the execution of a proper authorization as required by law, the amount set forth shall be transmitted from the Vacation-Holiday benefit of each Employee performing work, or being paid under this Agreement and shall be remitted directly to the Union. These amounts specified herein shall not be deemed to be part of the Vacation-Holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee, as specified in the provisions of Section 04.02.00, Union Security, of this Agreement. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

12.13.00 Delinquencies. It is agreed that insofar as payments by the Individual Employer are concerned, the parties recognize and acknowledge that the regular and prompt payment of amounts due each Trust by Individual

Employers is essential and, based upon prior experience of the parties hereto and in light of the substantial but varied expense incurred in the administration of said Trusts due to delinquencies, the parties agree that it is extremely difficult, if not impracticable, to fix the actual expense and damage to each Trust, program and Employee which results from the failure of an Individual Employer to make the payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such Trust the sum of thirty-five dollars (\$35.00) or fifteen percent (15%) of the amount due and unpaid to each such Trust, whichever is greater, for each failure to pay in full within the time provided. Such liquidated damages shall become due and payable to each such Trust in Alameda, California, at such place as each such Trust has from time to time been determined, upon the day immediately following the date on which the Individual Employer becomes delinquent, and shall be added to and become a part of said amount due and unpaid, and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid.

12.13.01 In addition, if a delinquent Individual Employer agrees to pay his delinquency in installments and fails to make such payments in the amount and at the time and place agreed, it is agreed that the amount of damage to each Trust resulting from any such failure shall be

by way of liquidated damages and not as a penalty to each such Trust, the sum of thirty-five dollars (\$35.00) or fifteen percent (15%) of the amount due and unpaid to each such Trust, whichever is greater, for each such failure to pay in full within the time provided, which amount shall become due and payable to each such Trust in Alameda, California, at the place and time agreed upon, and shall be added to and become a part of said amount due and unpaid, and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid.

12.13.02 If any Individual Employer defaults in the making of such payments and if either the Union, the Trusts or the Plan, or any of them, consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of the Employer who is in default all reasonable expenses incurred by the Union and the Trust in the collection of same, including but not limited to, reasonable attorneys' fees, auditors' and accountants' fees, court costs and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

12.13.03 When a contributing Individual Employer has been assessed liquidated damages and interest for a period of two (2) late months during any twelve (12) consecutive month period, upon the occurrence of the second (2nd) assessment the Individual Employer will promptly

be notified (with copies to the Local Union and the Employer) that if said Individual Employer becomes delinquent again and is assessed liquidated damages and interest during any of the succeeding twelve(12)-month period, he will be subject to the following rules:

(a) The Individual Employer shall be audited in order to determine compliance with the provisions of this Section 12.00.00 and/or the Trust Fund Documents.

(b) The Individual Employer shall be required to provide the Trust Funds with a cash deposit or bond equal to the sum of the three (3) highest months' contributions made in the immediate preceding twelve(12)-month period, or such lesser sum as the Delinquency Committee deems appropriate.

(c) The Individual Employer's due and delinquent date shall be the 15th day of the month.

(d) Once these special rules have been applied to an Individual Employer, they shall remain in effect for at least twelve (12) months. At the end of this period, the Individual Employer may petition the Board to terminate these special rules and release the cash deposit or bond; this may be allowed only if the Individual Employer has been current in his reports and contributions for each and every month during the preceding twelve (12) -month period and the Board is otherwise satisfied that there will be no further delinquencies. The foregoing rules shall not

actually be applied to any Individual Employer until the Delinquency Committee has been advised at a meeting that they have become applicable (or will become applicable if another delinquency occurs). The Delinquency Committee may then, upon its own motion or upon the Individual Employer's request, waive any of the above rules, in whole or in part, for reasonable cause.

12.13.04 The parties recognize and agree:

(a) that the references to fringe benefits in Sections 7071.5 and 7071.11 of the California Business and Professions Code include payments for fringe benefits and vacation and holiday pay as described in this Agreement and Trust Agreements creating each Trust;

(b) that said payments are for the benefit of the Employees of each Individual Employer covered by this Agreement, and that the failure of an Individual Employer to make said payments, in the manner and at the time prescribed, causes damage to all Employees, including the Employees of the Individual Employer in default, in the amount of the unpaid fringe benefits and vacation and holiday pay as well as the liquidated damages established herein, interest, and any attorneys' and accountants' fees which the Union, the Trusts, or the Plan, or any of them, may incur with respect to said default;

(c) that the Union, the Trusts or the Plan, or any of them, may bring a claim or legal action against the Individual

Employer's license bond on behalf of an Employee or Employees covered by this Agreement.

12.14.00 Security for Payments. Each Individual Employer delinquent one (1) or more months in making the payments set forth in Section 12.00.00 shall be notified by mail by the Fund Manager of the Trust or Trusts applicable of such delinquency. Copies of such notices shall be sent to the Employer and to the Union.

12.14.01 Each such delinquent Individual Employer shall within five (5) days of the receipt of such notice (Certified Mail) pay the delinquent amount in full or make other suitable arrangements acceptable to the Delinquency Committee of the Pension Trust Fund for payment. Such amounts owing are to be determined by the Fund Manager of the various Funds. The Committee shall notify the Employer of any such arrangements which may be made.

12.14.02 If an Individual Employer fails to pay the delinquencies as determined by the Fund Manager in the time provided in 12.14.01, or fails to make other suitable arrangements for payment acceptable to the Union, it shall not be a violation of this Agreement so long as such delinquency continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any Employees of any Individual Employer shall be withdrawn

pursuant to any similar clause in any agreement between the Individual Employer and any other labor organization, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

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

13.00.00 STEEL FABRICATING AND ERECTING WORK

Manning under this Section 13.00.00 shall be as provided in Section 07.00.00, "MANNING," except tank erection work or structural steel work which shall be manned as provided in this Section 13.00.00 and 01.03.02. Employees performing work in classifications not set forth in Section 01.03.02 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the main body of this Agreement excluding this Section 13.00.00.

13.01.00 Only Employees manning hoisting equipment working four (4) hours or more in support of a crew

or crews consisting of four (4) men or more of the crafts listed below shall be covered by and under this Section 13.00.00:

- (1) International Association of Bridge, Structural and Ornamental Iron Workers Union,
- (2) International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers,
- (3) United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada,
- (4) International Brotherhood of Electrical Workers.

13.01.01 This Section 13.00.00 shall cover all work of the Individual Employer in the geographical area as described in 02.07.00 of this Agreement and the classifications set forth in this Section and any new classifications added under Section 20.00.00 of this Agreement in Northern California. If Individual Employers perform work covered by this Section 13.00.00 in the State of Hawaii, such work shall be covered by this Section.

13.01.02 The provisions of this Section 13.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision shall control.

13.02.00 *Coverage.* This Section 13.00.00 shall cover and apply only to hoisting work performed and power-

operated equipment customarily operated by the Union in conjunction with the crews of the International Association of Bridge, Structural and Ornamental Iron Workers Union, with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers; or with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, or with the International Brotherhood of Electrical Workers.

13.03.00 *Wages and Classifications.* Employees performing work covered by this Section 13.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.02 including such additions as may be made in accordance with Section 20.00.00 of this Agreement.

13.04.00 *Fringe Benefits.* Fringe benefits applicable to Employees working under the provisions of this Section shall be the same as those set forth in Section 12.00.00 of this Agreement.

13.05.00 *Working Rules.* Except as provided hereunder, the Working Rules applicable to this Section 13.00.00 shall be in accordance with Section 06.00.00 of this Agreement.

13.05.01 *Reckoning of Time.* The straight time of an Employee shall be reckoned by the shift in the following instances:

- (1) During the Employee's first (1st) calendar week of employment.
- (2) During the week the work covered by this Agreement is completed. A break in such work of five (5) or more days excluding Saturdays, Sundays or holidays, shall be considered the same as a completion of such work.
- (3) If work is shut down by the Contracting Authority; by any Governmental agency having authority to suspend the work; by lack of fuel, power or water, or by reason of strike or if the crew they are servicing does not appear for work when work is available and such fact or facts is or are confirmed by the Contracting Authority in writing.

13.05.02 Employee(s) manning hoisting equipment, including Forklifts and Ross Carriers under the terms of this Section shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid, except in a week in which there is inclement weather, and except as otherwise provided in this paragraph. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight-time rate. This guarantee shall not apply to re-bar work or on jobs under fifty (50) tons.

In any week in which an overtime holiday falls, the straight time shall be reduced by the number of overtime holidays falling within the week. Any time worked on such holiday shall be in addition to the straight-time workdays in the week in which the holiday falls. A break in the continuity of employment of three (3) days or less excluding Saturdays, Sundays or holidays, shall not result in an Employee being returned to a first week of employment status.

13.05.03 The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m. at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

13.05.04 When there is a single welding machine on the job and no Hoisting Engineer is employed, no Engineer shall be required to maintain and service such single welding machine. When there is a single welding machine on the job and a Hoisting Engineer is employed, such Engineer shall receive one (1) hour additional at the applicable overtime rate of pay for servicing and maintaining such welding machine, provided such servicing work is performed outside the regular shift.

13.05.05 When the number of Operating Engineers (excluding Assistant to Engineers) employed by the Individual Employer on a job or project exceeds ten (10),

an Operating Engineer Master Mechanic, who may operate equipment in emergencies, shall be employed.

13.05.06 On structural steel or tank erection, an Operating Engineer shall operate, maintain and service gasoline- or diesel-driven welding machines when the welding is being performed by another craft being supported by the Union.

13.05.07 On all types of construction, when Individual Employer is required by Contracting Authority to furnish his own field survey or when Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications herein mentioned.

13.05.08 When an Instrument Man is required by the Individual Employer to work from drawings, plans, or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

13.05.09 For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

13.05.10 *Overtime.* Employees employed on all work performed under this Section 13.00.00 shall receive time and one-half (1-1/2) for the first two (2) hours over eight (8) up to and including ten (10) hours, Monday through Friday, and time and one-half (1-1/2) for the first eight (8) hours on Saturdays (except where the Operating Engineer

is servicing a craft receiving double [2] time, then the Operating Engineer shall receive double [2] time). Double [2] time shall be paid for all hours over ten (10) Monday through Friday, and over eight (8) hours on Saturdays, Sundays and holidays shall be double [2] time.

13.05.11 When Employees covered by this Section are employed to service another craft or crafts that work a shorter day or shorter week, such Employees shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

13.05.12 When Employees perform work covered by this Section in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

13.06.00 *Subsistence, Travel Time, Travel Expenses.* Employees covered by this Section 13.00.00 shall be compensated at the rate of twenty dollars (\$20.00) per each workday as subsistence pay (in addition to their regular compensation) when employed on any job more than thirty-five (35) road miles by the shortest normally traveled route from the Employee's "basing point". The Employee's "basing point" shall be the Job Placement Center (i.e., which has historically been servicing the area where the job or project is located), provided that when an Employee is transferred to a job or project his "basing point" shall be

the permanent yard or shop of the Individual Employer to which such Employee is regularly assigned, and provided further that when an Employee is terminated or quits from the employ of the Individual Employer and is rehired by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, then the permanent yard or shop of the Individual Employer to which such Employee was regularly assigned when he was terminated or quit shall be considered such Employee's "basing point". Such compensation shall be paid for the duration of the job.

13.06.01 Within thirty (30) days of the execution of this Agreement any Individual Employer having more than one (1) yard or shop within the area covered by this Section shall notify the Union in writing of which locations are to be deemed "permanent" under the foregoing, and similarly, upon establishing his first such yard or shop. Such locations can be changed once each year by giving written notice to the Union.

13.06.02 It is understood that a day is a working day if the Employee is required by the Individual Employer to report to the jobsite and is prevented from working due to conditions beyond said Individual Employer's control. (Example: rainy days, or days when steel is not available, etc.)

On Saturday, Sunday and holidays, when work is not per-

formed on these days, no such expenses will be paid, except as provided in 13.06.02.

13.06.04 When a job is of one (1) day's duration and the Employee is paid (or furnished) transportation and is paid his total travel time to and from the yard or shop and the job he shall not, in addition, be paid subsistence.

13.06.05 *Travel Time.* On jobs not subject to 13.06.00, an Employee shall not receive travel time unless he is engaged in equipment transportation. On such jobs, unless transportation is made available to the Employee or the Employee is paid travel expense for the first and last day, an Employee's time shall begin and end at the yard or shop.

13.06.06 On jobs subject to 13.06.00, travel time, at the rate of thirty-five (35) miles per hour from the first day of employment there, and for returning from the job on the day employment there terminates, provided that all travel time, except equipment transportation, which by the direction of the Individual Employer is performed during overtime hours, shall be computed at straight time.

13.06.07 *Travel Expense.* Where the Employee is transported to and/or from the job on equipment furnished by the Individual Employer, travel expense shall not be due.

13.06.08 On jobs subject to 13.06.00, Employees shall be paid travel expense from the yard or shop to job and

return on the first and last days of employment there, respectively at the rate of twenty-five cents (\$.25) per mile, and the Individual Employer shall also pay any bridge, ferry or toll fares involved.

13.06.09 *Payment of Subsistence, Travel Time and Travel Expense.* An Employee shall be paid (when due under 13.06.00 of this Section 13.00.00) subsistence, travel time, and transportation expense on each separate job; provided that, in the cases of Employees who are "transferred" or "terminated or quit and rehired" by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, the distances applicable in the case of travel time and travel expense shall be those from the last job to the next (rather than between yard or shop and job).

13.06.10 Travel time and travel pay shall be due "going and returning" only in the case of Employees who work to the completion of the job or who are terminated by the Individual Employer. An Employee who quits the job prior to its completion shall be due neither travel time nor travel expense for "returning".

13.06.11 Subsistence, travel time, and travel expense (when due under 13.06.00) shall be paid by separate check, weekly, and the Employee shall be furnished with a sufficient statement thereof.

14.00.00 PILEDIVING

14.01.00 Employees working in conjunction with a crew (a crew shall consist of four [4] workers of whom one [1] shall be a Foreman) of Piledrivers and four (4) hours or more on any shift shall be covered by and under the provisions of Section 14.00.00. In addition, if any crew in any Agreement the Employer is a party to, or becomes a party to, is reduced below four (4) workers, this Section 14.00.00 shall also apply.

14.01.01 The provisions of this Section 14.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

14.01.02 *Work Covered.* The operation, repair and maintenance of engines and machinery and the operation of deck engines in connection with piledrivers and derrick barges engaged in the following work shall be performed by Employees working under this Agreement:

(1) The driving by steam, electric, hydraulic, drop hammer, bodine hammer, or any other device used, staying, capping, pulling and cutting off of all pre-cast concrete piles, pile jackets, composite piles, cast-in-place piles, and any and all pre-cast structural shapes and units, the setting of which is performed with power equipment or piledriving and setting equipment.

(2) The placing, framing, driving (by steam, hydraulic, electric, drop hammer, bodine hammer or any other device used), fastening, capping and pulling of piling of every kind.

(3) The construction of wharves, decks, trestles, viaducts, bridges and similar structures, up to and including the decks thereof. The construction of substructures of underpasses, subways, overhead crossings, pre-cast bulkheads, and other similar structures where piling or other derrick equipment or other power-operated equipment customarily operated by the Union is used. The building of ferry slips, cofferdams, open cribs, caissons, dry docks and marine railways and in the construction and erection of towers, bunkers and other similar structures necessary for the completion of the above-mentioned projects.

(4) The moving and placing of heavy machinery, boilers, tanks, guns and similar masses when and where hoisting and portable equipment is used. This work shall be done, when necessary and expedient, in conjunction with machinery mechanics from other crafts.

(5) The wrecking and dismantling of all structures covered by (1) through (4).

14.01.03 Wages and Classifications. Employees performing work covered by this Section 14.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.03 including such additions as may

be made in accordance with Section 20.00.00 of this Agreement. Employees performing operation, maintenance and repair of equipment not set forth by classification in Section 01.03.03 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the applicable Sections outside of this Section 14.00.00.

14.01.04 Fringe Benefits. Benefits applicable to Employees working under the provisions of this Section 14.00.00 shall be the same as those set forth in Section 12.00.00 of this Agreement.

14.02.00 Working Rules. Except as provided hereunder the Working Rules applicable to this Section 14.00.00 shall be in accordance with Section 06.00.00 of the main body of the Agreement.

14.02.01 Minimum Hours.

- (1) The straight time of an Employee shall be reckoned by the shift in the following instances:
 - (a) During the Employee's first (1st) calendar week of employment
 - (b) During the week the job is completed
 - (c) If an Employee quits or is discharged for cause
 - (d) If work is shut down by written order of the Contracting Authority

(e) If work is shut down by lack of materials

(2) In the event there is a major mechanical breakdown (i.e., Employees directly affected by such breakdown), Employees shall be paid not less than four (4) hours at the applicable rate for work performed and any time thereafter shall be reckoned by the hour.

14.02.02 Employees working with piledriving crews and Employees working as Heavy Duty Repairmen working on maintenance and/or repair of piledriving equipment shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid except in a week in which there is inclement weather, and except as otherwise provided in this paragraph. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight-time rate. In any week in which an overtime holiday falls, the straight time shall be reduced by the number of overtime holidays falling within the week. Any time worked on such holiday shall be in addition to the straight-time workdays in the week in which the holiday falls. A break in the continuity of employment of three (3) days or less shall not result in an Employee being returned to a first week of employment status.

14.02.03 An Employee whose time is reckoned under

this Section 14.02.00 who is late for work, or who is absent from work, shall have his straight time reduced by the hours he is late or absent.

14.02.04 *Report Pay.* Where an Employee during his first (1st) and last week of employment reports for work on his shift or at the time he is requested to report, and there is no work provided by the Individual Employer, he shall be paid two (2) hours' show-up time, at the rate applicable on that date; however, he shall be required to remain on the jobsite for two (2) hours pending abatement of inclement weather unless sent home earlier by the Individual Employer. In the event that work is started, time shall be reckoned as provided in 14.02.01 of this Section. If work is to be suspended for any reason the Employee shall be notified at least two (2) hours before being required to report to work. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number.

14.02.05 The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m., Standard Time, at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

14.02.06 *Tide Work.* When an Employee or Employees are called out to work tide work, the minimum pay for such work shall be eight (8) hours at regular straight-time. In

computing time to be paid for under this provision, each hour worked before 8:00 a.m. or after 4:30 p.m. shall be considered as being two (2) straight-time hours and each one-half (1/2) hour shall be considered as being one (1) straight-time hour; each hour worked between 8:00 a.m. and 4:30 p.m. shall be considered as being one (1) straight-time hour. The foregoing shall not apply to time worked on Saturdays, Sundays, or holidays. In the event an Employee or Employees are called out to work tide work on Saturdays, Sundays, or holidays, the overtime rate (double straight time) shall be paid for each hour worked, and the minimum pay shall be six (6) hours at said overtime rate.

14.02.07 Overtime. Employees employed on all work performed under this Section 14.00.00 shall receive double (2) the applicable straight-time rate for all work performed before a shift begins and after it ends, and on Saturdays, Sundays and holidays, except that time and one-half (1-1/2) shall be paid for the first two (2) hours of overtime on a regular workday, regardless of whether such overtime is worked before or after the regular work hours.

Repair, maintenance and start-up time before a shift begins and after the shift ends and on Saturdays shall be one and one-half (1-1/2) times the applicable straight-time rate. Sundays and holidays shall be double (2) the straight-time rate.

NOTE: If at any time during the life of this Agreement, the overtime provisions in the Master Labor Agreement between the Associated General Contractors of California

and Piledrivers Local Union No. 34 are modified with respect to this Section or Section 14.02.06 to provide for a different rate of overtime, then this Section and/or Section 14.02.06 shall be modified accordingly.

14.02.08 On off-shore work, all time spent in travel from shore shall be portal to portal and compensated at an amount equal to the straight-time rate.

14.03.00 Subsistence, Travel Time, Travel Expenses. Subsistence, travel time, and travel expenses shall be paid in accordance with applicable Section of the Master Labor Agreement between the Associated General Contractors of California, Inc., and the Piledrivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local No. 34. In the event the Employer is unable to reach a new agreement or is no longer bound to an agreement with Local No. 34, subsistence, travel time and travel expenses shall be paid in accordance with the agreement between the Piledriving Contractors Association and Local No. 34.

**15.00.00 SPECIAL WORKING RULES AND
CONDITIONS FOR WORKING
UNDERGROUND**

15.01.00 The provisions of this Section with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

15.02.00 *Underground Rate.* Wage rates for Underground Work shall be in accordance with Section 01.03.06.

15.02.01 The underground straight-time hourly wage rate shall apply for the full shift and overtime of any Employee performing work underground.

15.02.02 *Tunnel Shift Work.* Second (2nd) or Special Single Shift shall be paid in accordance with Section 01.03.06. When three (3) shifts are employed for five (5) or more consecutive days (or less by mutual written agreement), seven and one-half (7-1/2) consecutive hours, exclusive of meal period, shall constitute a shift's work for which eight (8) hours shall be paid for all shifts.

15.03.00 These Special Working Rules and Conditions cover all work and equipment involved in the excavation and initial lining, if applicable, below the surface of the earth except open ditches, excavations and jacking operations under highways, railroads, embankments, etc., but not limited to tunnels, shafts, tunnel shafts, adits, raises, subways, chambers and underground installations including but not limited to power houses, storage facilities, offices, control centers or surge chambers including the lining of same which fall within the jurisdiction of the Union or require the operation of equipment of the kind or type covered by this Agreement. Where open cutwork is covered over or decked, regardless of the material or materials used, and men are required to work under such cover,

they shall work and be paid in accordance with the terms and conditions of this Section for all excavation work.

15.03.01 For the purposes of this Section 15.00.00, tunnels, raises and shafts shall be defined as follows:

Tunnel. An underground excavation (lined or unlined) whose length exceeds its width the inclination of the grade from the excavation shall be no greater than 20° from the horizontal; should the inclination of grade from the horizontal exceed 20°, the excavation heretofore defined shall constitute a raise.

Shaft. An excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75° from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. For the purposes of this Section an underground silo shall be defined the same as a shaft.

15.03.02 *Tunnel Survey Work.* Subject to the provisions of Apprentice Manning beginning at Section 07.10.00, all tunnel survey work, including the use of Laser Beams, is work covered by this Agreement.

15.04.00 *Compensation for Travel Underground.* The Individual Employer shall pay Employees covered by this Agreement working underground on a portal-to-portal basis as follows: The hours of employment of such Employees shall commence at the portal of the underground work at which he is directed by the Individual Employer to

report for work on his shift and shall end at such portal, except as provided in 15.05.01.

15.05.00 Change House. The Individual Employer shall establish and maintain a change house within a reasonable distance of each portal of the underground work. It shall be equipped with showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Individual Employer will reimburse Employees for clothing or personal belongings in an amount up to one hundred fifty dollars (\$150.00) in the event the change house is destroyed by fire, provided a claim form is filed as required by the applicable insurance company. This shall not apply to short dry tunnels, such as under highways or railroad embankments.

15.05.01 If the change house is located more than one thousand two hundred fifty (1,250) walkable feet from a portal, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of Employees who are required to report before their regular starting time to fire up, grease, or maintain equipment, or are required to report early or remain after their regular shift. These Employees shall be paid at the applicable overtime rate which shall be reckoned by the hour and the half-hour.

15.06.00 Special Clothing. The Individual Employer

shall furnish rubber clothing, boots, safety hats, or any other special gear required at no expense to the Employees. Such equipment shall be returned to the Employer in the same condition subject to reasonable wear and tear.

15.07.00 Minimum Crews. It is understood that there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size, in which event the Individual Employer and the Union shall agree at the Pre-Job Conference upon the crew size to perform the operation and repair of said equipment. If the Individual Employer and the Union are unable to agree upon the crew size, the matter shall be referred for resolution in accordance with the provisions of Section 18.00.00 of this Agreement.

15.08.00 Tunnel Safety. In the event the Individual Employer requests a variance from the Tunnel Safety Order, other than electrical and/or diesel, such requests will be mailed to the Union at the same time such written request is mailed to the Division of Industrial Safety.

15.08.01 Manhaul Vehicles for Underground Work. Manhaul vehicles used for personnel transport, but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Convenient means of mounting and dismounting the vehicles shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the operator shall be installed.

16.00.00 SAFETY

16.01.00 No Limitation of Production. Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs, or practices shall be permitted that limit production or increase the time required to do any work.

16.02.00 Cooperation. The Union shall cooperate with the Individual Employer in the carrying out of all such Individual Employer's safety measures and practices for accident prevention not in conflict with the provisions of this Agreement, and in carrying out and adhering to all of the applicable State and Federal safety laws. Any Employee may be discharged for knowingly failing to perform work in conformance with the Employer's Safety Code or as required by the State or Federal Safety Orders or other applicable statutes. The safety standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Individual Employer of additional or more stringent safety rules to protect the health and safety of the Employees. It shall be the exclusive responsibility of the Individual Employer to insure compliance with safety standards and rules.

Nothing in this Agreement is intended to make the Union liable to anyone in the event that injury or accident occurs.

16.02.01 Employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole, not in conflict with the provisions of this Agreement.

16.02.02 Addiction Recovery and Substance Abuse Policy. The Union, the Employer and Individual Employers have established a joint program which shall enable all parties to deal with drug and/or alcohol abuse problems from both a safety and productivity enhancement point of view as well as recognizing the individual rights and well being of each Employee. Said policy and program is set forth in Addendum C attached hereto and made a part hereof. The implementation of this policy is not mandatory by any Individual Employer, but once implemented, the program shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

16.03.00 Unsafe Conditions. It is further agreed by both parties that too great an emphasis cannot be laid upon the need of safe working conditions. The Individual Employers will provide and Employees shall use the provided health and safety equipment. Employees shall return the equipment to the Individual Employer upon termination of its use on the project. No Employee shall be required to work on, with, or about an unsafe piece of equipment or under an unsafe condition.

16.03.01 No set of health or safety regulations, however, can comprehensibly cover all possible unsafe prac-

tices of working; therefore, the Union and the Individual Employer undertake to promote in every way possible the realization of the responsibility of the Employees and the Individual Employer with regard to preventing accidents to himself or to his fellow Employees. No Employee shall be discharged for refusing to work on or about equipment or a condition that is unsafe. Any Employee discharged for refusal to work under the above conditions shall be made whole by the Employer for lost wages and benefits.

16.04.00 Union Notification. In the event there is a serious injury to an Employee the Union Representative or the Job Placement Center servicing the project shall be notified. The Union Representative servicing the project shall furnish the Individual Employer with his home telephone number.

16.05.00 Notices. The Individual Employer must post the name and address of its doctor and of the Workers' Compensation Insurance carrier on the jobsite.

17.00.00 JOB STEWARDS

17.01.00 Number of Job Stewards. The Union may select an Employee on each shift in operation on a job or project to serve as Job Steward. Where the size of the project makes it appropriate, the Union may appoint additional Job Stewards.

17.02.00 Performance of Duties. In addition to his regularly assigned work the Job Steward shall be permit-

ted to perform, during working hours, the duties set forth in 17.05.00. The Union agrees that such duties shall be performed as expeditiously as possible and the Individual Employers agree to allow Job Stewards a reasonable amount of time for the performance of such duties.

17.03.00 Notification of Appointment and Termination. The Union shall notify the Individual Employer, or his representative, in writing, of the appointment of Job Steward, and the Individual Employer shall notify the Union of his termination.

17.04.00 Notification Prior to Layoff. The Individual Employer shall notify the Job Placement Center servicing the job or project at least two (2) workdays prior to an intended layoff of a Job Steward. This provision shall not apply to discharges for "just cause" which will be subject to Sections 04.03.00-04.03.02.

17.05.00 Duties. The Job Steward shall be limited to and shall not exceed the following duties and activities:

17.05.01 Check the dispatch of each Employee dispatched under the terms of this Agreement to his Individual Employer before such Employee commences work, or as soon thereafter as practical.

17.05.02 Report to his Business Representative all violations of this Agreement.

17.05.03 Report to his Business Representative any Employee covered by this Agreement, who during his

shift, leaves the jobsite without giving the Individual Employer and the Job Steward prior notice.

17.06.00 *Prohibitions.* The Job Steward shall not:

17.06.01 Stop the Individual Employer's work, for any reason.

17.06.02 Tell any Employee covered by this Agreement that he cannot work on the job.

17.07.00 *Dismissal.* Infraction of either of the two (2) rules set forth in 17.06.00 shall be cause for immediate dismissal of the Job Steward without any prior notice.

17.08.00 *Reduction in Force.* In a classification in which there is a Job Steward wherein the Job Steward's abilities are equal to the other Employees', and except as otherwise provided above, the Job Steward shall be the last to be selected for a reduction in force.

17.09.00 *Business Representative.* A Business Representative(s) of the Union shall be permitted on all jobs, but shall not interfere with the work.

17.09.01 Provision shall be made by the Individual Employer for the admission of such Business Representative(s) to the jobsite of the Individual Employer at all times and places where work is being performed by the Individual Employer or by any subcontractor of any tier of the Individual Employer.

17.09.02 The Business Representative(s) so admitted

shall concern themselves only with work, equipment and Employees covered by this Agreement.

18.00.00 *PROVISIONS GOVERNING RIGHT TO ARBITRATE*

18.01.00 No dispute, complaint or grievance concerning the interpretation, application, or compliance with any provision or provisions of 04.00.00, 12.00.00, 19.00.00, and 20.00.00 is or are arbitrable under the provisions of this Section 18.00.00 of this Agreement.

18.02.00 All other disputes, complaints and grievances are the subject of arbitration as follows:

18.02.01 A Board of Adjustment is hereby created for the settlement of disputes. It shall be composed of a panel selected by the Union and a panel selected by the Employer. Said Board shall organize within five (5) days of the signing of this Agreement, and shall elect a Chairman and shall adopt rules of procedure which shall bind the contracting parties. In the event the parties hereto do not, or have not, mutually agreed upon rules of procedure, the rules of procedure governing a particular matter referred to the Board of Adjustment shall be referred for determination to the Board of Adjustment as composed and convened by the procedures provided below. Within twenty-four (24) hours of the time any dispute is referred to it by either party, two (2) representatives from the Union panel and two (2) representatives from the Employer panel shall meet as a Board, with a Chairman and

Secretary to consider such dispute. Said Board shall have the power to adjust any differences that may arise regarding the meaning or enforcement of this contract. If the Board within twenty-four (24) hours after such meeting cannot agree on any matter referred to it, the members thereof within three (3) days shall choose a fifth (5th) member who shall have no business or financial connection with either party. In the event said members are unable unanimously to agree upon the identity of said fifth (5th) member within said three-day period, the choice shall be made by either party requesting the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which the said fifth (5th) member shall be chosen by each party striking two (2) names from said list, the arbitrator whose name then remains becoming the said fifth (5th) member. The matter shall then proceed to arbitration before the Board of Adjustment as so composed with all due expedition.

In the event either party fails to meet within fifteen (15) days of the date the other party requests in writing that the Board of Adjustment be convened, the grievance shall be resolved in favor of the grieving party.

The time (i.e., fifteen [15] days) may be extended by mutual agreement of the Employer and the Union.

On any matter involving ongoing liability, either party can request that the grievance/arbitration procedure be expedited and the moving party shall strictly comply with the 24-hour requirement in existing language (18.02.01) to

convene the Board of Adjustment within three (3) days. The Board of adjustment or Arbitrator shall issue a bench decision in all such ongoing liability cases. Should the moving party refuse a request for any expedited arbitration, all ongoing liability shall immediately cease.

The Primary Arbitrator shall be Gerald McKay. The parties will mutually agree to a second, third and fourth arbitrator within thirty (30) days of the ratification of this agreement.

18.02.02 The decision of said Board shall be determined by a majority of its members and shall be rendered within ten (10) days after such submission. Said decision shall be within the scope and terms of this Agreement and shall be final and binding on all parties hereto. Pending such decision, work shall be continued in accordance with the provisions of this contract. The expense of employing said fifth (5th) person shall be borne equally by both parties. No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized, unless called to the attention of the Employer and the Union in writing within fifteen (15) days or after the alleged violation was committed.

18.03.00 *No Cessation of Work.*

18.03.01 With respect to any dispute, complaint or grievance arising under the terms and conditions of this Agreement, which is subject to arbitration under the pro-

visions of 18.00.00 and Job Placement Regulations 04.10.43, of this Agreement, the Employer and Individual Employer agree that they and each of them will not authorize any lockout, slowdown or stoppage of work and the Union will not authorize any strike, slowdown or stoppage of work.

18.03.02 The foregoing no-strike, no-lockout provision of 18.03.01 shall apply and shall only be of force and effect with respect to or concerning a dispute, complaint or grievance subject to arbitration under the provisions of 18.00.00 and Job Placement Regulations 04.10.43 of this Agreement, and with respect to any disputes, complaints or grievances not subject to arbitration under the provisions of 18.00.00, 19.00.00 and Job Placement Regulations 04.10.43 of this Agreement the Union is hereby specifically authorized to withdraw any or all of the Employees of such Individual Employer subject to this Agreement from work covered by this Agreement for such Individual Employer and such withdrawal shall not, so long as such dispute shall continue, be a violation of this Agreement or any clause, sentence, paragraph or section of this Agreement.

18.03.03 Any Employees withdrawn or refusing to perform any work as herein provided shall not lose their status as Employees but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or

refused to perform any work, provided, however, nothing in 18.03.00 shall in any way modify or affect the Union's obligation or the provisions of any Trust Agreement or amendment thereof referred to in 12.00.00 of this Agreement.

18.03.04 If and when the Union has any dispute, complaint or grievance with an Individual Employer concerning any manning provision or Section 04.00.00, including the Job Placement Regulations, the Union shall not exercise its rights to withdraw Employees under Section 18.03.03 for seventy-two (72) hours after receipt by the Employer of written notice by the Union of the dispute, complaint or grievance.

18.03.05 If the Union has exercised its right to withdraw Employees because of a dispute, complaint or grievance with an Individual Employer concerning a manning violation then the Individual Employer shall have a right to follow the procedure set out in 18.02.01 and 18.02.02. In the event the Individual Employer mans the equipment as requested by the Union or decides to leave the equipment down, and the Board of Adjustment determines there was no manning violation by the Individual Employer, the Union shall not be liable for costs or loss incurred by manning the equipment or leaving it down.

18.03.06 The decision of the Board of Adjustment with respect to the manning of any classification shall control the manning of that classification thereafter and

the Union shall not withdraw Employees unless an Individual Employer fails to man the classification in accordance with the decision of the Board of Adjustment. After fifteen (15) days subsequent to such decision of the Board of Adjustment, if an Individual Employer does not man a classification in accordance with the decision of the Board of Adjustment, the Union shall not be bound by Section 18.03.04 with respect to such classification and Individual Employer.

18.03.07 Regardless of any provision of Section 18.00.00 to the contrary, the right of withdrawal will not be exercised only to harass an Individual Employer.

18.04.00 *Manning and Hiring Violations.* An Individual Employer who has violated any of the manning provisions or Section 04.00.00 of this Agreement shall pay into the Operating Engineers Pensioned Health and Welfare Trust Fund an amount not to exceed the wages, straight time and overtime, and fringe benefits that would have been paid by the Individual Employer but for the violation plus twenty-five percent (25%) of the total amount not as a penalty but by way of liquidated damages for the damages suffered by the Union. Such payments shall be for not more than ten (10) days of said violation prior to the notification of the Employer, as provided in Section 18.03.04.

18.04.01 In the event there is a dispute between the Employer and the Union over the amount due, said dispute

will be settled in accordance with the provisions set forth in 18.02.01 and 18.02.02 and work shall continue in accordance with the provisions of Section 18.03.01.

If the Individual Employer fails to make any payments determined to be owing pursuant to this Section, the Union shall have the right to withdraw Employees in accordance with 18.03.02 and 18.03.03 until such payment is made.

19.00.00 JURISDICTIONAL DISPUTES

19.01.00 There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and any other union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves, and if not settled then it shall be submitted to the International Presidents of the Unions involved in the dispute for determination and if not settled, the parties hereto agree that the dispute shall be submitted to the Arbitration Panel set forth in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or its successor acceptable to the Building and Construction Trades Department of the AFL-CIO and the International Union of Operating Engineers. The Employer, the Individual Employer and the Union shall be and are bound

by the Arbitration Panel's determination, decision and/or award and the misassignment if any is found shall be promptly corrected by the Individual Employer unless the other union shall refuse to abide by the determination and decision in which case the Union shall be and is authorized to proceed to enforce the decision by any lawful means in which case the work shall proceed as originally assigned by the Individual Employer until such decision is made. In the event an Individual Employer shall misassign the work after notice of the decision, he shall be subject to such penalty as shall be determined by the Board of Adjustment.

NOTE: If the International Presidents cannot resolve the dispute, it is submitted to arbitration through the aforesaid Plan, provided such Plan for the Settlement of Jurisdictional Disputes is subscribed to by the disputing parties. Such arbitrator's decision is final and enforceable in court.

20.00.00 ADDITIONAL WORK OR CLASSIFICATIONS

20.01.00 New Equipment. This Agreement contemplates that as and when equipment and other means and methods of operating equipment not presently in use in the area covered by this Agreement is or are about to be introduced on a jobsite, the Employer and the Union shall upon written request by either party meet within ten (10) working days to negotiate an appropriate rate, classification and working rule for the equipment's operation and for the

other means or methods of operating equipment not presently in use.

20.02.00 Committee. Such rate, classification and working rule shall be established at a job conference ten (10) days prior to the time the equipment or means or methods of operating equipment not presently in use are introduced on a jobsite, and if it is not settled at such a conference, the matter may be referred to a standing committee consisting of three (3) representatives each of the Union and the Employer established by the Union and the Employer to conduct such negotiations.

20.02.01 Such committee will meet within ten (10) days after written request of the Individual Employer intending to operate such equipment or use such means or methods of operating equipment not presently in use accompanied by photograph and pertinent catalog or other data on the equipment or means or methods of operating equipment not presently in use and agree to a straight-time hourly wage rate for each classification required and working rule within fifteen (15) days from the date of notice unless the parties mutually agree to extend the time, which rate and classification and working rule shall be added to and become a part of Section 01.00.00, as of the date of the initial introduction of the equipment or such means or methods of operating equipment not presently in use on a jobsite.

20.02.02 Until such rate or rates, classification or

classifications and working rule is established, the Individual Employer may operate the equipment or use such means or methods of operating equipment not presently in use at a temporary rate or rates, classification or classifications and working rule for thirty (30) calendar days only from the initial introduction of the equipment or means or methods of operating equipment not presently in use on a jobsite, provided that such thirty (30) calendar-day period may be extended by mutual agreement of the committee provided in 20.02.00. The permanent rate, classification and working rule, when established, will be paid retroactively to the date of the initial introduction of the equipment or means or methods of operating equipment not presently in use on a jobsite.

20.02.03 The foregoing shall also apply when work under air pressure is undertaken or when nuclear devices, Laser Beams or other devices for field surveying or to move earth not specifically covered in Section 01.00.00 are used, or to be used.

21.00.00 SPECIAL PROVISIONS CONCERNING FOREMEN OTHER THAN GENERAL FOREMEN

21.01.00 .General Provisions. The provisions of this Section 21.00.00, to the extent they differ from any specific provision of other Sections of this Agreement, shall supersede such provision and this Section 21.00.00, as to such provision, shall control.

21.02.00 Classified as Supervisors. Foremen shall not be subject to the Job Placement Regulations of this Agreement except where such Foremen are employed to operate equipment (other than in an on-the-job emergency).

21.03.00 Foremen and Shifters. The Individual Employer shall have the right to determine the number of Foremen and Shifters, with the following exceptions:

21.03.01 When the Individual Employer employs seven (7) or more Journeymen Operators on a spread to operate individually manned pieces of earthmoving equipment, including shovels (not individually manned), or individually manned pieces of equipment directly supplemental thereto, or any combination thereof on any shift, he shall employ a Foreman or Shifter to supervise them.

21.03.02 When three (3) or more Journeymen Operators are employed by an Individual Employer to operate individually manned pieces of earthmoving equipment, including shovels (not individually manned), or individually manned pieces of equipment directly supplemental thereto or any combination thereof on overtime, the Foreman or Shifter who is in charge of supervising the operation of the equipment during the straight-time hours shall be afforded the opportunity to work overtime including Saturdays, Sundays, and holidays.

21.03.03 When individually manned units of earthmoving equipment, including shovels, which are being

operated under this Agreement, are being supervised, the immediate supervision shall be done by a Foreman or Shifter pursuant to this Agreement.

21.04.00 Heavy Duty Repairman Foremen or Master Mechanics (Heavy Duty). The Individual Employer shall have the right to determine the number of Heavy Duty Repairman Foremen or Master Mechanics (Heavy Duty), with the following exceptions:

21.04.01 When the Individual Employer is employing five (5) or more Heavy Duty Repairmen, he shall employ a Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) to supervise them.

21.04.02 When five (5) or more Heavy Duty Repairmen are performing work on an overtime basis, the Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) who is in charge of the preceding straight-time work shall be afforded the opportunity to work overtime including Saturdays, Sundays and holidays.

21.04.03 No Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) shall work with the tools, except when required in the supervision of his work, and except in an on-the-job emergency, provided, however, in the event a regular Heavy Duty Repairman is absent, the Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) may work with the tools, provided in such case that prior to such work the appropriate Job Placement

Center of the Union has been requested to dispatch a replacement.

21.05.00 Fringe Benefits. The Individual Employer shall abide by Section 12.00.00 with respect to Foremen, Shifters, Heavy Duty Repairman Foremen, and Master Mechanics (Heavy Duty) in the same manner as applied to all Employees covered by this Agreement.

21.06.00 Union Security. When the Individual Employer uses Foremen and Master Mechanics (Heavy Duty), they shall be required to be members of the Union.

22.00.00 SPECIAL PROVISIONS COVERING SUPERVISORY PERSONNEL ABOVE THE RANK OF FOREMAN

22.01.00 Fringe Benefits. The Individual Employers may cover their supervisory personnel above the rank of Foremen in the Operating Engineers' Health and Welfare Trust Fund for Northern California, Pensioned Operating Engineers' Health and Welfare Fund and Pension Trust Fund for Operating Engineers by paying into the above Trusts set forth in the Master Agreement monthly on the basis of 168 hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such Employee in a month; provided, however, once the Individual Employer makes one (1) payment on behalf of such Employee, it shall continue

to make such payment so long as the Employee is in its employ during the life of the Agreement, above the rank of Foreman. The Employee must be a member of the Union in good standing and must maintain membership in the Union in good standing for the life of this Agreement. An Individual Employer may elect not to make payments to the Health and Welfare Trust on behalf of such supervisory personnel if the Individual Employer provides the Employees with health care benefits through another source. If an Individual Employer does not make payments to the Health and Welfare Trust Fund on such an Employee's behalf, it may not do so for the duration of this Agreement.

23.00.00 VACATION AND HOLIDAY PAY PLAN

23.01.00. *Payments by the Individual Employer.* Each Individual Employer covered by this Agreement shall pay each Employee covered by this Agreement in addition to the Employee's "regular rate" or "basic hourly rate" the amount provided for in 12.06.00 for each hour worked or paid by such Employee for such Individual Employer under this Agreement and for each hour due such Employee as shift differential from such Individual Employer.

23.01.01 The amount due each Employee covered by this Agreement as provided for in 12.06.00 of this Agreement shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual

Employer on or before the 15th day of the month following the month in which such Employee was employed by such Individual Employer and an Individual Employer shall be delinquent if such Individual Employer's report and payment is not received by the bank prior to midnight of the 25th day of that month. Each Individual Employer shall report the hours and the amounts so paid to the account of each Employee on the same reporting form upon which each Individual Employer reports his payments to the Funds in this Agreement provided and shall make payment to the same bank and Transit Trustee Account. Upon receipt of such payment by the Bank and Transit Trustee Account each Individual Employer so reporting and paying shall have no other responsibility or obligation, and shall be fully released from any and all obligations hereunder.

23.01.02 The parties agree that the payments provided in this Section 23.01.00 are in lieu of the Employee's actually taking a vacation. Such payments shall not be considered part of the hourly wage rates for the purpose of computing overtime, either under the Fair Labor Standards Act, the Walsh-Healy Act or any other law, and no vacation payment shall be made on the basis of a premium rate of time and one-half or double time.

23.02.00 *Deduction of Taxes.* All taxes due from each Employee including taxes due by reason of payments under this Vacation and Holiday Pay Plan shall be deduct-

ed by each Employee's Individual Employer from each Employee's regular wages and such total tax deductions together with the amount payable under this Vacation and Holiday Pay Plan shall be separately noted on the Employee's paycheck.

23.03.00 *Administration of Plan.* The administration of this Plan shall be by and under a Fund Manager. The Fund Manager of the Pension Trust Fund for Operating Engineers in this Agreement provided for shall be the Fund Manager of this Plan.

23.03.01 The Fund Manager shall cause all money paid into the bank and Transit Account to be transferred to a Trustee Account of the Fund Manager of this Plan in the same bank, to be known as "Operating Engineers Local Union No. 3 Vacation and Holiday Pay Plan" not less often than thirty (30) days after its deposit in the Transit Account.

23.03.02 All interest earned while funds are on deposit in the Transit Account shall be transferred by the Fund Manager to a revolving account from which the Fund Manager shall pay all expenses of every kind or nature incurred in carrying out this Vacation and Holiday Pay Plan, including the entrance fee of the Credit Union and in the event such interest shall not be sufficient to pay such expenses so much of the interest earned by the Operating Engineers Local Union No. 3 Vacation and Holiday Pay Plan Account as may be necessary to liquidate such

expenses shall be transferred to the revolving account. The Fund Manager and his agents shall be bonded for the full amount on deposit in the revolving account at all times and such other amount as may be required by law. The cost of such bond or bonds shall be a proper expense of the Fund Manager.

23.04.00 *Payment of Vacation and Holiday Pay to Employees.* During the months of April and October of each calendar year an Employee desirous of having his Vacation and Holiday Pay paid directly to him shall notify the Fund Manager on a form to be provided by the Fund Manager which the Employee can obtain at the office of the Fund Manager or any Job Placement Center of Operating Engineers Local Union No. 3 in Northern California. Such notice on such form must be received at the office of the Fund Manager not later than five (5) o'clock p.m., Alameda Local Time, April 30 or October 31 of each calendar year.

23.04.01 In addition to those notifying the Fund Manager of this Plan as last above set out of their desire to be paid directly, all Employees for whom Individual Employer payments of less than sixty dollars (\$60.00) have been made into this Plan and received by the Fund Manager by March 31 (February hours) or September 30 (August hours) of each calendar year, as the case may be, shall be paid their Vacation and Holiday Pay directly.

23.04.02 On or before May 15 and November 15 of

each calendar year the Fund Manager of this Plan shall, as to each Employee giving the notice herein above set out or who has not had paid in by reason of his employment by an Individual Employer or Individual Employers, sixty dollars (\$60.00), as provided in 23.04.01, draw a check payable to each such Employee in an amount equal to the Individual Employer payments made by reason of such Employee's employment plus such Employee's proportionate share of the interest earned as of March 31 and September 30 of each calendar year less expenses. These checks shall be sent postage prepaid to the last known address of the Employee in the records of the Fund Manager and if he has no record in the records of Operating Engineers Local Union No. 3, those checks which are returned or from whom the Fund Manager has no address shall be held for seven (7) years by the Fund Manager for each such Employee and then destroyed by the Fund Manager, and the Funds shall be applied to the payments of the expenses of this Plan and any excess prorated annually among the then participants. A carrying charge of one percent (1%) of the annual interest earned on all sums uncalled for until the check is destroyed shall be charged and shall be applied to the payment of the expenses of this Plan.

23.04.03 Principal and interest shall be separately stated on each such Employee's check.

23.04.04 Provided, however, that an Employee may direct the Fund Manager in writing to transfer his Vacation Pay on a current basis to his account in the Credit Union

as requested by the Credit Union. Such direction shall state the minimum term for which it shall remain in effect and shall continue thereafter until revoked by the Employee in writing.

23.04.05 In the event such notice provided for in 23.04.00 is not received, all sums due each Employee not giving such notice within the time provided and for whom sixty dollars (\$60.00) or more including interest is on deposit in the Operating Engineers Local Union No. 3 Vacation and Holiday Pay Plan as of March 31 (February hours), and September 30 (August hours) of each calendar year, shall be transferred by the Fund Manager of this Plan on or before May 15 and November 15 of each calendar year to a special account of Operating Engineers Local Union No. 3 Credit Union for the purchase of shares in the Credit Union for each such Employee. Shares so purchased shall be issued by the Credit Union to each such Employee as of May 31 and November 30 of each calendar year and any amount less than one (1) share shall be carried to the credit of each such Employee.

23.04.06 In the event of the death or adjudicated incompetence of any Employee the monies credited to him exclusive of interest will be paid over to the beneficiary designated as such under the Pension Trust Fund for Operating Engineers upon presentation of a certified copy of the death certificate or order adjudicating incompetence to the Fund Manager, or if no such beneficiary has

been designated, to the authorized representative of the estate of the deceased Employee or to the guardian or conservator of the estate of the incompetent Employee or as otherwise provided in the Probate Code of the State of California.

23.04.07 The Credit Committee of the Credit Union, not acting for the Credit Union but under this Plan, shall in emergency cases be empowered to direct the Fund Manager to immediately release the monies credited to the Employee concerned exclusive of interest, provided the total to be released is in excess of twenty-five dollars (\$25.00). Said emergencies shall be limited to the extent that an Employee will be allowed no more than two (2) withdrawals per year, one (1) in each accumulation period, on an emergency basis subject to the approval of the Credit Committee.

23.05.00 *Liability of Individual Employer:* Neither the Employer nor any Individual Employer shall be liable for the payments due from any other Individual Employer or for any of the expenses of administering this Plan.

23.06.00 *Records.* The Fund Manager will maintain all records necessary to carry out this Vacation and Holiday Pay Plan and supply the Operating Engineers Local Union No. 3 Credit Union at all times with the records necessary and proper to enable it to properly and accurately credit each Employee and issue to each Employee shares as in this Plan provided. The Fund Manager shall

comply with all requirements of law and make and file any and all reports required by law. He shall be entitled to act through agents specifically authorized by him in writing who if they handle funds shall be properly bonded.

23.07.00 *Delinquent Accounts.* The Fund Manager shall not be responsible or liable for the collection of delinquent accounts. However, in the event the Fund Manager should desire to do so he is empowered to do so and any expense thereby incurred shall be a proper expense of this Plan.

24.00.00 *MAP DESCRIPTION FOR AREAS 1 AND 2*

24.01.00 The following is a description based upon township and range lines of Areas 1 and 2.

24.02.00 Area 1 is all of Northern California within the following lines:

1. Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
2. Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
3. Thence Southerly to the Southwest corner of Township 20S, Range 6E,
4. Thence Easterly to the Northwest corner of Township 21S, Range 7E.

5. Thence Southerly to the Southwest corner of Township 21S, Range 7E,
6. Thence Easterly to the Northwest corner of Township 22S, Range 9E,
7. Thence Southerly to the Southwest corner of Township 22S, Range 9E,
8. Thence Easterly to the Northwest corner of Township 23S, Range 10E,
9. Thence Southerly to the Southwest corner of Township 24S, Range 10E,
10. Thence Easterly to the Southwest corner of Township 24S, Range 31E,
11. Thence Northerly to the Northeast corner of Township 20S, Range 31E,
12. Thence Westerly to the Southeast corner of Township 19S, Range 29E,
13. Thence Northerly to the Northeast corner of Township 17S, Range 29E,
14. Thence Westerly to the Southeast corner of Township 16S, Range 28E,
15. Thence Northerly to the Northeast corner of Township 13S, Range 28E,
16. Thence Westerly to the Southeast corner of Township 12S, Range 27E,

17. Thence Northerly to the Northeast corner of Township 12S, Range 27E,
18. Thence Westerly to the Southeast corner of Township 11S, Range 26E,
19. Thence Northerly to the Northeast corner of Township 11S, Range 26E,
20. Thence Westerly to the Southeast corner of Township 10S, Range 25E,
21. Thence Northerly to the Northeast corner of Township 9S, Range 25E,
22. Thence Westerly to the Southeast corner of Township 8S, Range 24E,
23. Thence Northerly to the Northeast corner of Township 8S, Range 24E,
24. Thence Westerly to the Southeast corner of Township 7S, Range 23E,
25. Thence Northerly to the Northeast corner of Township 6S, Range 23E,
26. Thence Westerly to the Southeast corner of Township 5S, Range 20E,
27. Thence Northerly to the Northeast corner of Township 5S, Range 20E,
28. Thence Westerly to the Southeast corner of Township 4S, Range 19E,

29. Thence Northerly to the Northeast corner of Township 1S, Range 19E,
30. Thence Westerly to the Southeast corner of Township 1N, Range 18E,
31. Thence Northerly to the Northeast corner of Township 3N, Range 18E,
32. Thence Westerly to the Southeast corner of Township 4N, Range 17E,
33. Thence Northerly to the Northeast corner of Township 4N, Range 17E,
34. Thence Westerly to the Southeast corner of Township 5N, Range 15E,
35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
36. Thence Westerly to the Southeast corner of Township 6N, Range 14E,
37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,
38. Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
39. Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,

40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,
42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
45. Thence Northerly to the Northeast corner of Township 22N, Range 8E,
46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
51. Thence Northerly to the Northeast corner of Township 32N, Range 6E,

52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,
54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
58. Thence Westerly to the Southeast corner of Township 39N, Range 2W,
59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
63. Thence Northerly to the California/Oregon State Border,

64. Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
65. Thence Southerly to the Southwest corner of Township 43N, Range 8W,
66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,
70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
75. Thence Southerly to the Southwest corner of

- Township 31N, Range 10W,
76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
 77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
 78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
 79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,
 80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
 81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
 82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,
 83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,
 84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
 85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,
 86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,
 87. Thence Southerly to the Southwest corner of

- Township 14N, Range 15W,
88. Thence Easterly to the Northwest corner of Township 13N, Range 14W,
 89. Thence Southerly to the Southwest corner of Township 13N, Range 14W,
 90. Thence Easterly to the Northwest corner of Township 12N, Range 13W,
 91. Thence Southerly to the Southwest corner of Township 12N, Range 13W,
 92. Thence Easterly to the Northwest corner to Township 11N, Range 12W,
 93. Thence Southerly into the Pacific Ocean, and,
 94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
 95. Thence Easterly to the Northwest corner of Township 1S, Range 2E,
 96. Thence Southerly to the Southwest corner of Township 2S, Range 2E,
 97. Thence Easterly to the Northwest corner of Township 3S, Range 3E,
 98. Thence Southerly to the Southwest corner of Township 5S, Range 3E,
 99. Thence Easterly to the Southeast corner of Township 5S, Range 4E,

100. Thence Northerly to the Northeast corner of Township 4S, Range 4E,
101. Thence Westerly to the Southeast corner of Township 3S, Range 3E,
102. Thence Northerly to the Northeast corner of Township 5N, Range 3E,
103. Thence Easterly to the Southeast corner of Township 6N, Range 5E,
104. Thence Northerly to the Northeast corner of Township 7N, Range 5E,
105. Thence Westerly to the Southeast corner to Township 8N, Range 3E,
106. Thence Northerly to the Northeast corner of Township 9N, Range 3E,
107. Thence Westerly to the Southeast corner of Township 10N, Range 1E,
108. Thence Northerly to the Northeast corner of Township 13N, Range 1E,
109. Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the following lines:
110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,

111. Thence Easterly to the Southeast corner of Township 12N, Range 16E,
 112. Thence Northerly to the Northeast corner of Township 12N, Range 16E,
 113. Thence Westerly to the Southeast corner of Township 13N, Range 15E,
 114. Thence Northerly to the Northeast corner of Township 13N, Range 15E,
 115. Thence Westerly to the Southeast corner of Township 14N, Range 14E,
 116. Thence Northerly to the Northeast corner of Township 16N, Range 14E,
 117. Thence Westerly to the Northwest corner of Township 16N, Range 12E,
Thence Southerly to the Southwest corner of Township 16N, Range 12E,
 119. Thence Westerly to the Northwest corner of Township 15N, Range 11E,
 120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E.
- 24.03.00** Area 2 shall be all areas not part of Area 1 described above.
- 25.00.00** *CHANGES*
- 25.01.00** It is hereby understood and agreed that no

settlement of any dispute as to the interpretation of this Agreement or the interpretation of any word, phrase, clause, sentence, paragraph or section thereof other than as may be determined through Section 18.00.00, Settlement of Disputes, shall be of any force or effect unless and until it is (a) reduced to writing; (b) signed by the Business Manager of the Union; and (c) the Secretary of the Employer representing the Individual Employer.

26.00.00 TERM OF AGREEMENT

26.01.00 Employer's Membership. This Agreement is made for and on behalf of and shall be binding upon the Employer, any Association of Employers signatory hereto, and the Individual Employers as defined in 02.02.00.

26.01.01 The Employer and each Association of Employers signatory hereto represents that upon the date of the execution of this Agreement the Employer or Association of Employers signatory hereto, as the case may be, represents its members, Individual Employers as defined in 02.02.00, and that said Individual Employers have duly authorized it to make this contract for and on their behalf as parties hereto.

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

26.03.00 Effective and Termination Dates. This

Agreement shall be effective June 26, 2006, and shall remain in effect through June 30, 2010, and if the written notice provided by Section 8(d) of the National Labor Relations Act as Amended is not given by either the Union or the Employer to the other, it shall continue indefinitely; provided however, this Agreement may be terminated at any time after June 30, 2010, by either the Union or the Employer giving to the other the written notice provided by Section 8(d) of the Act in which event this Agreement shall terminate at the end of the sixtieth (60th) calendar day after receipt of such notice. Regardless of when terminated, the Union and Employer will negotiate exclusively with each other during the last sixty (60) days of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this 26th day of June, 2006.

FOR THE EMPLOYER:
ASSOCIATED GENERAL CONTRACTORS, ASSOCIATION OF CONSTRUCTION EMPLOYERS, ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS, ENGINEERING AND UTILITY CONTRACTORS ASSOCIATION, INDUSTRIAL CONTRACTORS, INC.

FOR THE UNION:
OPERATING ENGINEERS LOCAL UNION NO. 3 OF CALIFORNIA, INC.
of the International Union of Operating Engineers, AFL-CIO

Russell E. Burns, Business Manager

Fred Herschbach, President

Carl Goff, Vice President

Rob Wise, Recording-Corresponding Secretary

Jim Sullivan, Treasurer

Dan Reding, Financial Secretary

ADDENDUM "A"
RESIDENTIAL CONSTRUCTION
AND
BUILDING CONSTRUCTION

SECTION 1 *Coverage*

Section 1.1 This Addendum shall apply to Residential Construction and Building Construction work as defined below which is performed in the Counties listed below.

Section 1.2 All terms and conditions of the Master Agreement shall apply to such work except for those provisions which are specifically modified or superseded by this Addendum. The Master Agreement will apply in its entirety to all work not covered by this Addendum.

SECTION 2 *Definition of Type of Work*

Section 2.1 *Residential Construction:* Town or row houses; apartment buildings (4 stories or less); single family houses; mobile home developments; multi-family houses; and student housing.

Section 2.2 *Building Construction:* Alterations and additions to non-residential buildings; apartment buildings (5 stories and above); arenas (enclosed); auditoriums; automobile parking garages; banks and financial buildings; barracks; churches; hospitals; hotels; industrial

buildings; institutional buildings; libraries; mausoleums; motels; museums; nursing and convalescent facilities; office buildings; out-patient clinics; passenger and freight terminal buildings; police stations; post offices; city halls; civic centers; commercial buildings; court houses; detention facilities; dormitories; farm buildings; fire stations; power plants; prefabricated buildings; remodeling buildings; renovating buildings; repairing buildings; restaurants; schools; service stations; shopping centers; stores; subway stations; theaters; and warehouses. Buildings which are part of a water treatment or sewage treatment plant are not covered by this Addendum, they are "Heavy" work.

SECTION 3 *Wages and Fringe Benefits*

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Group 1 (3 classifications)					
Area 1	\$33.35	\$34.00	\$2.00*	\$1.95*	\$1.80*
Area 2	\$35.35	\$36.00	\$2.00*	\$1.95*	\$1.80*
Group 2 (5 classifications)					
Area 1	\$31.90	\$32.55	\$2.00*	\$1.95*	\$1.80*
Area 2	\$33.90	\$34.55	\$2.00*	\$1.95*	\$1.80*
Group 3 (18 classifications)					
Area 1	\$30.50	\$31.15	\$2.00*	\$1.95*	\$1.80*
Area 2	\$32.50	\$33.15	\$2.00*	\$1.95*	\$1.80*
Group 4 (34 classifications)					
Area 1	\$29.17	\$29.82	\$2.00*	\$1.95*	\$1.80*

Area 2 \$31.17 \$31.82 \$2.00* \$1.95* \$1.80*

Group 5 (20 classifications)

Area 1 \$27.96 \$28.61 \$2.00* \$1.95* \$1.80*
Area 2 \$29.96 \$30.61 \$2.00* \$1.95* \$1.80*

Group 6 (28 classifications)

Area 1 \$26.69 \$27.34 \$2.00* \$1.95* \$1.80*
Area 2 \$28.69 \$29.34 \$2.00* \$1.95* \$1.80*

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09

Group 7 (28 classifications)

Area 1 \$25.60 \$26.25 \$2.00* \$1.95* \$1.80*
Area 2 \$27.60 \$28.25 \$2.00* \$1.95* \$1.80*

Group 8 (32 classifications)

Area 1 \$24.52 \$25.17 \$2.00* \$1.95* \$1.80*
Area 2 \$26.52 \$27.17 \$2.00* \$1.95* \$1.80*

Group 8A (4 classifications)

Area 1 \$22.40 \$23.05 \$2.00* \$1.95* \$1.80*
Area 2 \$24.40 \$25.05 \$2.00* \$1.95* \$1.80*

Foreman And Shifters, Over 7 Employees

Area 1 \$33.35 \$34.00 \$2.00* \$1.95* \$1.80*
Area 2 \$35.35 \$36.00 \$2.00* \$1.95* \$1.80*

Foreman (Working), Under 7 Employees

Area 1 \$31.90 \$32.55 \$2.00* \$1.95* \$1.80*
Area 2 \$33.90 \$34.55 \$2.00* \$1.95* \$1.80*

Master Mechanic, Over 5 Employees

Area 1 \$33.35 \$34.00 \$2.00* \$1.95* \$1.80*

Area 2 \$35.35 \$36.00 \$2.00* \$1.95* \$1.80*

Special Single Shift And Second Shift Wage Rates

Group 1

Area 1 \$37.50 \$38.15 \$2.00* \$1.95* \$1.80*

Area 2 \$39.50 \$40.15 \$2.00* \$1.95* \$1.80*

Group 2

Area 1 \$35.86 \$36.51 \$2.00* \$1.95* \$1.80*

Area 2 \$37.86 \$38.51 \$2.00* \$1.95* \$1.80*

Group 3

Area 1 \$34.30 \$34.95 \$2.00* \$1.95* \$1.80*

Area 2 \$36.30 \$36.95 \$2.00* \$1.95* \$1.80*

Group 4

Area 1 \$32.78 \$33.43 \$2.00* \$1.95* \$1.80*

Area 2 \$34.78 \$35.43 \$2.00* \$1.95* \$1.80*

Group 5

Area 1 \$31.43 \$32.08 \$2.00* \$1.95* \$1.80*

Area 2 \$33.43 \$34.08 \$2.00* \$1.95* \$1.80*

Group 6

Area 1 \$29.99 \$30.64 \$2.00* \$1.95* \$1.80*

Area 2 \$31.99 \$32.64 \$2.00* \$1.95* \$1.80*

Group 7

Area 1 \$28.78 \$29.43 \$2.00* \$1.95* \$1.80*

Area 2 \$30.78 \$31.43 \$2.00* \$1.95* \$1.80*

Group 8

Area 1 \$27.57 \$28.22 \$2.00* \$1.95* \$1.80*

Area 2 \$29.57 \$30.22 \$2.00* \$1.95* \$1.80*

Group 8A

Area 1 \$25.18 \$25.83 \$2.00* \$1.95* \$1.80*

Area 2 \$27.18 \$27.83 \$2.00* \$1.95* \$1.80*

Foreman And Shifters, Over 7 Employees

Area 1 \$37.50 \$38.15 \$2.00* \$1.95* \$1.80*

Area 2 \$39.50 \$40.15 \$2.00* \$1.95* \$1.80*

Foreman (Working), Under 7 Employees

Area 1 \$35.86 \$36.51 \$2.00* \$1.95* \$1.80*

Area 2 \$37.86 \$38.51 \$2.00* \$1.95* \$1.80*

Master Mechanic, Over 5 Employees

Area 1 \$37.50 \$38.15 \$2.00* \$1.95* \$1.80*

Area 2 \$39.50 \$40.15 \$2.00* \$1.95* \$1.80*

All Cranes And Attachments (Same Manning as Master Agreement)

Group 1-A (5 classifications)

Area 1 \$34.20 \$34.85 \$2.00* \$1.95* \$1.80*

Area 2 \$36.20 \$36.85 \$2.00* \$1.95* \$1.80*

Group 2A (6 classifications)

Area 1 \$32.51 \$33.16 \$2.00* \$1.95* \$1.80*

Area 2 \$34.51 \$35.16 \$2.00* \$1.95* \$1.80*

Group 3A (6 classifications)

Area 1 \$30.87 \$31.52 \$2.00* \$1.95* \$1.80*

Area 2 \$32.87 \$33.52 \$2.00* \$1.95* \$1.80*

Group 4-A

Area 1	\$27.96	\$28.61	\$2.00*	\$1.95*	\$1.80*
Area 2	\$29.96	\$30.61	\$2.00*	\$1.95*	\$1.80*

5183** Truck Crane Assistant to Engineer

Group 1A

Area 1	\$27.54	\$28.19	\$2.00*	\$1.95*	\$1.80*
Area 2	\$29.54	\$30.19	\$2.00*	\$1.95*	\$1.80*

Group 2-A

Area 1	\$27.30	\$27.95	\$2.00*	\$1.95*	\$1.80*
Area 2	\$29.30	\$29.95	\$2.00*	\$1.95*	\$1.80*

Group 3A

Area 1	\$27.06	\$27.71	\$2.00*	\$1.95*	\$1.80*
Area 2	\$29.06	\$29.71*	\$2.00	\$1.95*	\$1.80*

5183** Hydraulic

Group 3-A

Area 1	\$26.69	\$27.34	\$2.00*	\$1.95*	\$1.80*
Area 2	\$28.69	\$29.34	\$2.00*	\$1.95*	\$1.80*

5173** Assistant to Engineer

Group 1A

Area 1	\$25.37	\$26.02	\$2.00*	\$1.95*	\$1.80*
Area 2	\$27.37	\$28.02	\$2.00*	\$1.95*	\$1.80*

Group 2A

Area 1	\$25.15	\$25.80	\$2.00*	\$1.95*	\$1.80*
Area 2	\$27.15	\$27.80	\$2.00*	\$1.95*	\$1.80*

Group 3A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$24.90	\$25.55	\$2.00*	\$1.95*	\$1.80*
Area 2	\$26.90	\$27.55	\$2.00*	\$1.95*	\$1.80*

All Cranes And Attachments, Special Single Shift And Second Shift Wage Rates

Group 1A

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
Area 1	\$38.46	\$39.11	\$2.00*	\$1.95*	\$1.80*
Area 2	\$40.46	\$41.11	\$2.00*	\$1.95*	\$1.80*

Group 2A

Area 1	\$36.55	\$37.20	\$2.00*	\$1.95*	\$1.80*
Area 2	\$38.55	\$39.20	\$2.00*	\$1.95*	\$1.80*

Group 3A

Area 1	\$34.69	\$35.34	\$2.00*	\$1.95*	\$1.80*
Area 2	\$36.69	\$37.34	\$2.00*	\$1.95*	\$1.80*

Group 4-A

Area 1	\$31.43	\$32.08	\$2.00*	\$1.95*	\$1.80*
Area 2	\$33.43	\$34.08	\$2.00*	\$1.95*	\$1.80*

5183** Truck Crane Assistant to Engineer

Group 1-A

Area 1	\$30.97	\$31.62	\$2.00*	\$1.95*	\$1.80*
Area 2	\$32.97	\$33.62	\$2.00*	\$1.95*	\$1.80*

Group 2-A

Area 1	\$30.70	\$31.35	\$2.00*	\$1.95*	\$1.80*
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Area 2 \$32.70 \$33.35 \$2.00* \$1.95* \$1.80*

Group 3-A

Area 1 \$30.43 \$31.08 \$2.00* \$1.95* \$1.80*

Area 2 \$32.43 \$33.08 \$2.00* \$1.95* \$1.80*

5183 Hydraulic**

Group 3-A

Area 1 \$29.99 \$30.64 \$2.00* \$1.95* \$1.80*

Area 2 \$31.99 \$32.64 \$2.00* \$1.95* \$1.80*

5173 Assistant to Engineer**

Group 1-A

Area 1 \$28.51 \$29.16 \$2.00* \$1.95* \$1.80*

Area 2 \$30.51 \$31.16 \$2.00* \$1.95* \$1.80*

Group 2-A

Area 1 \$28.27 \$28.92 \$2.00* \$1.95* \$1.80*

Area 2 \$30.27 \$30.92 \$2.00* \$1.95* \$1.80*

Group 3-A

Area 1 \$27.99 \$28.64 \$2.00* \$1.95* \$1.80*

Area 2 \$29.99 \$30.64 \$2.00* \$1.95* \$1.80*

Classifications And Rates For Steel Erectors And Fabricators (Same Manning as Master Agreement)

6/16/05 6/26/06 6/25/07 6/30/08 6/29/09

Group 1 (3 classifications)

\$35.14 \$35.79 \$2.00* \$1.95* \$1.80*

Group 2 (4 classifications)

\$33.43 \$34.08 \$2.00* \$1.95* \$1.80*

Group 3 (2 classifications)

\$32.04 \$32.69 \$2.00* \$1.95* \$1.80*

Group 4 (3 classifications)

\$30.11 \$30.76 \$2.00* \$1.95* \$1.80*

Group 5 (1 classification)

\$28.86 \$29.51 \$2.00* \$1.95* \$1.80*

The straight-time rates of pay for the Truck Crane Assistant to Engineer and Assistant to Engineer classifications are as follows:

5183 Truck Crane Assistant to Engineer**

Group 1 \$28.15 \$28.80 \$2.00* \$1.95* \$1.80*

Group 2 \$27.93 \$28.58 \$2.00* \$1.95* \$1.80*

Group 3 \$27.68 \$28.33 \$2.00* \$1.95* \$1.80*

5183 Hydraulic**

Group 3 \$27.30 \$27.95 \$2.00* \$1.95* \$1.80*

5173 Assistant to Engineer**

Group 1 \$26.01 \$26.66 \$2.00* \$1.95* \$1.80*

Group 2 \$25.76 \$26.41 \$2.00* \$1.95* \$1.80*

Group 3 \$25.53 \$26.18 \$2.00* \$1.95* \$1.80*

Steel Erectors and Fabricators, Special Single Shift and Second Shift Wage Rates

Group 1 \$39.51 \$40.16 \$2.00* \$1.95* \$1.80*

Group 2	\$37.59	\$38.24	\$2.00*	\$1.95*	\$1.80*
Group 3	\$36.01	\$36.66	\$2.00*	\$1.95*	\$1.80*
Group 4	\$33.86	\$34.51	\$2.00*	\$1.95*	\$1.80*
Group 5	\$32.44	\$33.09	\$2.00*	\$1.95*	\$1.80*

5183 Truck Crane Assistant to Engineer**

Group 1	\$31.65	\$32.30	\$2.00*	\$1.95*	\$1.80*
Group 2	\$31.39	\$32.04	\$2.00*	\$1.95*	\$1.80*
Group 3	\$31.11	\$31.76	\$2.00*	\$1.95*	\$1.80*

5183 Hydraulic**

Group 3	\$30.70	\$31.35	\$2.00*	\$1.95*	\$1.80*
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5173 Assistant to Engineer**

Group 1	\$29.23	\$29.88	\$2.00*	\$1.95*	\$1.80*
Group 2	\$28.96	\$29.61	\$2.00*	\$1.95*	\$1.80*
Group 3	\$28.68	\$29.33	\$2.00*	\$1.95*	\$1.80*

Classifications And Rates For Piledrivers

(Same Manning as Master Agreement)

	\$35.14	\$35.79	\$2.00*	\$1.95*	\$1.80*
Group 1 (4 classifications)					
	\$34.51	\$35.16	\$2.00*	\$1.95*	\$1.80*
Group 2 (5 classifications)					
	\$32.80	\$33.45	\$2.00*	\$1.95*	\$1.80*
Group 3 (4 classifications)					
	\$31.19	\$31.84	\$2.00*	\$1.95*	\$1.80*
Group 4 (3 classifications)					

	\$29.49	\$30.14	\$2.00*	\$1.95*	\$1.80*
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Group 5 (0 classifications)

	\$28.24	\$28.89	\$2.00*	\$1.95*	\$1.80*
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Group 6 (1 classification)

	\$26.99	\$27.64	\$2.00*	\$1.95*	\$1.80*
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Group 7 (0 classifications)

	\$25.93	\$26.58	\$2.00*	\$1.95*	\$1.80*
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Group 8 (2 classifications)

	\$24.85	\$25.50	\$2.00*	\$1.95*	\$1.80*
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The straighttime rates of pay for the Truck Crane Assistant to Engineer and Assistant to Engineer classifications are as follows:

5183 Truck Crane Assistant to Engineer**

Group 1	\$27.86	\$28.51	\$2.00*	\$1.95*	\$1.80*
Group 2	\$27.63	\$28.28	\$2.00*	\$1.95*	\$1.80*
Group 3	\$27.36	\$28.01	\$2.00*	\$1.95*	\$1.80*

5173 Assistant to Engineer**

Group 1	\$25.69	\$26.34	\$2.00*	\$1.95*	\$1.80*
Group 2	\$25.44	\$26.09	\$2.00*	\$1.95*	\$1.80*
Group 3	\$25.21	\$25.86	\$2.00*	\$1.95*	\$1.80*

Piledrivers, Special Single Shift and Second Shift Wage Rates

Group 1	\$38.80	\$39.45	\$2.00*	\$1.95*	\$1.80*
Group 2	\$36.86	\$37.51	\$2.00*	\$1.95*	\$1.80*

Group 3	\$35.07	\$35.72	\$2.00*	\$1.95*	\$1.80*
Group 4	\$33.14	\$33.79	\$2.00*	\$1.95*	\$1.80*
Group 5	\$31.75	\$32.40	\$2.00*	\$1.95*	\$1.80*
Group 6	\$30.33	\$30.98	\$2.00*	\$1.95*	\$1.80*
Group 7	\$29.14	\$29.79	\$2.00*	\$1.95*	\$1.80*
Group 8	\$27.94	\$28.59	\$2.00*	\$1.95*	\$1.80*

5183** Truck Crane Assistant to Engineer

Group 1	\$31.32	\$31.97	\$2.00*	\$1.95*	\$1.80*
Group 2	\$31.07	\$31.72	\$2.00*	\$1.95*	\$1.80*
Group 3	\$30.76	\$31.41	\$2.00*	\$1.95*	\$1.80*

5173** Assistant to Engineer

Group 1	\$28.88	\$29.53	\$2.00*	\$1.95*	\$1.80*
Group 2	\$28.60	\$29.25	\$2.00*	\$1.95*	\$1.80*
Group 3	\$28.33	\$28.98	\$2.00*	\$1.95*	\$1.80*

Fringe Benefits

Fringe Benefit Rates. The fringe benefit rates set forth in the Master Agreement shall apply to all work covered by this Addendum.

SECTION 4 Addendum Counties

Section 4.1 This Addendum shall apply to covered work as defined in Section 2 which is performed in the Counties listed below:

Alpine; Amador; Butte; Calaveras; Colusa; Del Norte; El Dorado; Fresno; Glenn; Humboldt; Kings; Lake; Lassen; Madera; Mariposa; Mendocino; Merced; Modoc;

Monterey; Napa; Nevada; Placer; Plumas; Sacramento; San Benito; San Joaquin; Santa Cruz; Shasta; Sierra; Siskiyou; Stanislaus; Sonoma; Sutter; Tehama; Trinity; Tulare; Tuolumne; Yuba; and Yolo.

SECTION 5 Work Rules

These work rules will apply to all building construction work, parking lots, and driveways covered by the Master Agreement in all counties covered by the Master Agreement on jobs on which the value of the work covered by the Master Agreement for the entire project is less than \$200,000. The Individual Employer shall not engage in or enter into any scheme, plan or device with the Contracting Authority or Developer to job split or split contracts with the intent of pricing a specific job or project under \$200,000. The Individual Employer shall provide the Union with documentation to establish that the value of a job is under \$200,000.

Section 5.1 Straight time hours shall be reckoned by the half (1/2) shift, three quarters (3/4) of a shift and by the full shift.

Section 5.2 An Employee who works at more than one rate on the same day shall be paid at the highest rate for all hours worked if the Employee works at the highest rate for at least one half of the Employee's straight-time hours worked that day. If the Employee works at the highest rate for less than one half of the Employee's straight

time hours that day, the Employee shall be paid for actual time worked at each rate.

Section 5.3 So long as the Individual Employer properly mans a job, it may make full utilization of Employees by assigning them work other than work defined in Section 02.05.00 of the Master Agreement.

Section 5.4 The regular work day shall be eight (8) consecutive hours or ten (10) consecutive hours (exclusive of a meal period) which shall constitute a regular shift's work. The regular starting time of a single shift shall be between 5:00 a.m. and 10:00 a.m. The parties may establish different starting times.

Section 5.5 Forty (40) hours of work, Monday through Friday, shall constitute the regular workweek.

Section 5.6 All work performed in excess of forty (40) hours in any one (1) week and all hours worked on Saturday shall be paid for at the overtime rate of time and one-half (1-1/2). All work performed on Sunday and holidays shall be paid at double time.

ADDENDUM "B"

RETIREE WORK PROVISIONS

Recognizing that retired Employees may from time to time wish to return to work on a temporary basis, the Employer and the Union have agreed that said Retiree may return to work on the following basis:

- (1) Retiree is age 62 years or over.
- (2) Does not replace any Employee currently on the payroll of the Individual Employer.
- (3) Is requested to work during the months of April through November of any calendar year.
- (4) There is less than fifteen percent (15%) registered on the out-of-work list in their Job Placement Center servicing the job or project to which the Employee is to be dispatched.
- (5) Retiree is not eligible to register or work in a Preferred Classification.
- (6) A Journeyman shall not be employed as an Assistant to Engineer.
- (7) *PENSIONED HEALTH AND WELFARE.* Each Individual Employer covered by the Retiree Work Provisions shall pay into the Operating Engineers' Pensioned Health and Welfare Trust Fund according to the following schedule:

Effective June 27, 2005 — The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 27, 2005, less the amount paid to the Vacation and Holiday Pay Plan and the Supplemental Dues.

Effective June 26, 2006 — The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 26, 2006, less the amount paid to the Vacation and Holiday Pay Plan and the Supplemental Dues.

Effective June 25, 2007 — The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 27, 2007, less the amount paid to the Vacation and Holiday Pay Plan and the Supplemental Dues.

Effective June 30, 2008 — The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 30, 2008, less the amount paid to the Vacation and Holiday Pay Plan and the Supplemental Dues.

Effective June 29, 2009 — The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 29, 2009, less the amount paid to the Vacation and Holiday Pay Plan and the Supplemental Dues.

(8) *VACATION & HOLIDAY PAY PLAN.* Each Individual Employer covered by the Retiree Work Provisions shall pay into the Operating Engineers Vacation & Holiday Pay Plan according to the following schedule:

Effective June 27, 2005 — two dollars seventy cents (\$2.70) per hour

Effective June 26, 2006 — the amount provided for in Section 12.06.00

Effective June 25, 2007 — the amount provided for in Section 12.06.00

Effective June 30, 2008 — the amount provided for in Section 12.06.00

Effective June 29, 2009 — the amount provided for in Section 12.06.00

(9) *SUPPLEMENTAL DUES.* (see Section 12.12.00)

Effective June 27, 2005 — eighty-five cents (\$.85) per hour

Effective June 26, 2006 — the amount provided for in Section 12.12.00

Effective June 25, 2007 — the amount provided for in Section 12.12.00

Effective June 30, 2008 — the amount provided for in Section 12.12.00

Effective June 29, 2009 — the amount provided for in Section 12.12.00

ADDENDUM "C"
JOINT LABOR MANAGEMENT
SUBSTANCE ABUSE POLICY

I. INTRODUCTION

The Union and the Employer establish this Policy in order to provide the Individual Employer with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. An Individual Employer is not obligated by this Agreement to have a substance abuse policy. Implementation of this Policy is not mandatory by any Individual Employer, but this Policy is the only policy the Individual Employer may implement for Employees. Once implemented, the Policy shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

An Individual Employer which is regulated by the United States Department of Transportation ("DOT") Code of Federal Regulation CFR 382 and 49 may elect not to implement the testing provisions of this Policy for its Employees who are not regulated by DOT.

II. NOTICE

A. An Individual Employer must give written notice to the Union that it is implementing this Policy. The notice

must be delivered in person, by certified mail or by FAX before it implements the Policy. A DOT regulated Individual Employer shall specifically notify the Union whether it is implementing the testing provisions of this Policy for its Employees who are not subject to DOT regulations. The notice shall be delivered to the Union at the following address:

Operating Engineers Local Union No. 3
1620 South Loop Road
Alameda, CA 94502
(FAX: [510] 748-7401)

B. The Individual Employer may not implement this Policy unless it subjects all management and supervisory employees to the same type of testing which is provided herein.

C. An Individual Employer who has implemented this Policy shall advise the Union dispatchers with whom it places an order for Employees that it intends to drug test dispatched Employees. A test result shall not be set aside because an Individual Employer does not give such notice.

D. An Individual Employer who implements this Policy shall provide written notice of this Policy to all Employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.

E. Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the

Individual Employer a violation of the Master Agreement and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

III. PURPOSE OF POLICY

A. The Individual Employer and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and of injury.

The Individual Employer and the Union therefore adopts this Policy. The intent of the Policy is threefold:

1. To maintain a safe, drug and alcohol free work place;
2. To maintain our work force at its maximum effectiveness; and
3. To provide confidential referral to the Addiction Recovery Program ("ARP") and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.

B. In order to achieve these purposes, it is our primary

goal to identify those Employees and refer them to professional counseling, and treatment *before* job performance has become a disciplinary problem. Employees are urged to use the services available through ARP. ARP will assist them and refer them to the appropriate treatment program.

1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare Plan, up to the limits described in the plans.

2. An Employee shall be granted necessary leave of absence for treatment ARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse affect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees. ARP shall contin-

ue to provide an educational program for the Individual Employer for their Employees and shall, to the maximum extent possible, train the Employees of Individual Employer who implement this Policy.

V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "confidential." Employee records related to this Policy shall not be kept in the Employee's personnel file. All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody. All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories. All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols. All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test. The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed.

Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Levels. SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services ("DHHS"). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

Medical Review Officer: A Medical Review Officer ("MRO") shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officers' Certification Council. The Union shall approve all MRO's. Upon verification of a positive test result, the MRO shall refer the affected Employee to ARP for assessment and referral to treatment, if appropriate.

Consent Form. Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form "A"). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to

consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For: A specimen may be tested for alcohol, cannabinoids (THC), barbiturates, opiates, cocaine, phencyclidines (PCP), amphetamines, and methaqualone or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires Individual Employer to test, this Section will be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test. The Individual Employer may direct the Employee to submit to a urine test or at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol. An Employee who is

unable to provide a urine sample within one (1) hour of being directed to do so, will submit to a blood test.

Notification to Employer of Test Results. The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

VII. TYPES OF PERMISSIVE TESTING

A. TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results

because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to ARP. The Individual Employer shall not be obligated to employ any such Employee after ARP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

Time of Dispatch Screening by the Job Placement Center: The parties shall establish a joint committee to determine whether there is a feasible means by which the Job Placement Centers can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has

probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained Management Representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained Management Representative's observations and conclusions must be confirmed by another trained Management Representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Report Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a Union Representative (including a Steward) and allow the Employee to consult with a Union Representative before the Employee submits to the test, if the Union Representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

C. ACCIDENT TESTING

An Individual Employer shall require Employees

who are directly, or indirectly, involved in work-related accidents involving property damage or bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this Section.

D. UNANNOUNCED RANDOM TESTING

An Individual Employer may initiate unannounced random testing, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all Employees shall be subjected to such testing. The Individual Employer may establish two random testing pools: one for DOT regulated Employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and Employees prior to implementing a random drug testing program.

E. DOT REGULATED EMPLOYEES

Notwithstanding any other provision of this Policy,

the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/DISCIPLINE, of the Policy. ARP shall be the Substance Abuse Professional for all Employees. ARP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive "pre-employment" test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

F. OWNER/AWARDING AGENCY REQUIREMENTS

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual

Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

G. QUICK TESTS

The parties agree to allow the Employers to use, on an individual basis, an oral or urine quick test approved by the bargaining parties as an effective low-cost tool for substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures for the oral test (including the oral screen - OSR device) and the urine test shall be conducted in a manner consistent with the product manufacturer's specifications; in an effort to produce the most consistent and accurate results possible. Dispatched members who fail this saliva or urine test will be sent for standard urine testing. When the Individual Employer conducts the oral screen, a negative result may be accepted and the applicant may be put to work with no further testing required. A non-negative (inconclusive) result will subject the applicant to the Standard Procedures in this Agreement.

VIII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to

ARP based upon documented declining job performance or other observations prior to testing under Section VII and/or disciplining the Employee.

IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to ARP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. ARP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

X. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any

measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

XI. REHABILITATION/DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of Section X. Such Employee is subject to disciplinary action up to and including termi-

nation. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to ARP any Employee who violates any provision of Section X which prohibits the sale of, attempted sale of or manufacture of prohibited substances before it disciplines the Employee. The Individual Employer may not discipline any Employee who violates any other provisions of Section X until such Employee has been offered an opportunity to receive treatment and/or counseling.

Any Employee who fails to come forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall not be eligible for the reemployment provisions of this Section XI.

Any Employee who comes forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall be subject to reemployment as follows. The Employee will not be discharged if he/she agrees in writing to undergo the counseling/treatment ARP prescribes. The Individual Employer shall re-employ the Employee when ARP releases him/her to return to work if it has work available. It will not be required to lay-off any current Employee in order to re-employ the Employee. If it does not have any work available when

ARP releases the Employee, it shall re-employ the Employee as soon as it has work available. The Employee will be subject to a return-to-work agreement. The Individual Employer, the Union and the Employee will enter into a return-to-work agreement. The return-to-work agreement will require the Employee to comply with and complete all treatment ARP, or the treatment provider, as the case may be, determines is appropriate. It will also provide a monitoring of the Employee's compliance with the treatment plan ARP, or the treatment provider, develops and will allow the Individual Employer to require the Employee to submit to unannounced testing. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement. This procedure shall be followed on a consistent basis. Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

The parties agree to establish a Substance Abuse Testing

Procedures Committee who shall be empowered to periodically review and update testing procedures. Either party may request a meeting under this section and such meeting shall be convened within thirty (30) days.

The Substance Abuse Procedures Committee composed of Jim Murray, Steve Clark, Jack Estill, Tim Conway, Mark Breslin, Carl Goff, Russ Burns, Sean O'Donoghue and Byron Loney.

XII. NON-DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in ARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in ARP and/or undergoing treatment and rehabilitation.

XIII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. ARP is fund-

ed through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employer. The Individual Employer will pay all costs for testing.

XIV. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

XV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

FORM "A" EMPLOYEE CONSENT AND RELEASE FORM

I, _____, have been directed by my employer, _____, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the Substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my employer and Operating Engineers Local Union No. 3 (the "Local 3 Agreement") which governs my employment with my employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Cannabinoids (THC), Opiates, Phenylephrine, Barbiturates, Methamphetamine and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my employer; and
3. The Medical Review Officer may verify the test and report to my employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Discharge testing, if I am directly or indirectly involved in a work-related accident involving property damage, bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the Policy. I also consent to be tested if my employer has probable cause to do so as set forth in the Policy. I also consent to be randomly tested in accordance with the Policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 and my employer is required to test me under these regulations.

My employer has advised me that:

1. I have a right to have a Union Representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and
4. I have a right to consult with a Union Representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my employer. By doing so I am not waiving any rights I may have under the Local 3 Collective Bargaining Agreement or any applicable law except as expressly provided for herein. By signing this Agreement, I am not acknowledging that my employer has probable cause to believe I have violated any provision of the substance abuse policy which is part of the Local 3 Agreement or any of my employer's policies which pertain to my employment.

- ☐ I previously have received a copy of the Policy.
☐ My employer has provided me with a copy of the Policy.

(Employee Signature) _____

(Employee Name [Please Print]) _____

(Date) _____

Witness: _____

(Witness Signature) _____

(Witness Name [Please Print]) _____

(Date) _____

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SAMPLE

FORM "B" INCIDENT REPORT FORM

Employee Involved: _____

Date of Incident: _____

Time of Incident: _____

Location of Incident: _____

Employee's Job Assignment/Position: _____

Employee Notified of His/Her Right to Union Representation: ☐ Yes ☐ No

Date Notified: _____

Time Notified: _____

Witness to Incident: _____

Witness' Observation: _____

Employee's Explanation: _____

Employee's Signature: _____ Date: _____

Witness' Signature: _____ Date: _____

Employer's Signature: _____ Date: _____

Title: _____

Action Taken: _____

Date/Time Action Taken: _____

ADDENDUM "D"
MEMORANDUM OF AGREEMENT
(Entry Level Operator)

THIS AGREEMENT is made and entered into this ____ day of _____, by and between Signatory Associations ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL CIO ("Union").

The Employer and the Union have met and agreed to add the following classification to their current Agreement and to amend their Agreement as follows:

01.00.00 ENTRY LEVEL OPERATOR

01.01.00 The Employer may employ Employees in the Entry Level Operator classification for private work only.

01.02.00 Probationary Period. The first seven hundred fifty (750) hours worked shall be considered the probationary period for the Entry Level Operator.

01.03.00 No Entry Level Operator shall displace or cause the layoff or termination of employment of the Employer's Employees who are employed on the job on which the Entry Level Operator is employed, when the Employer hires an Entry Level Operator.

02.00.00 HIRING

02.01.00 The Employer may only hire Entry Level Operators when there is less than fifteen percent (15%)

registered on the out-of-work list in the Job Placement Center servicing the job or project to which the Employee is to be dispatched.

02.02.00 The Employer may hire Employees from any source including the Union's Job Placement Center. The Employer shall refer to the Job Placement Center any Employee whom it hires from a source other than the Job Placement Center. It shall do so within forty-eight (48) hours of the day the Employee begins work. The Job Placement Center shall issue the Employee a dispatch slip.

03.00.00 WAGES

03.01.00 For private work only, the current wage rate for the Entry Level Operator shall be based on percentage of the current Group 4 wage rate from the Northern California Master Agreement ("Master Agreement"):

Job Classifications

	6/16/05	6/26/06	6/25/07	6/30/08	6/29/09
2687 - First 375 hours.....					60%
	\$18.23	\$18.62	*	*	*
2688 - Second 375 hours.....					70%
	\$21.27	\$21.72	*	*	*
2689 - Third 375 hours.....					80%
	\$24.30	\$24.82	*	*	*
2697 - Fourth 375 hours.....					90%
	\$27.34	\$27.93	*	*	*

* To be allocated by the Union, the allocation shall become effective forty-five (45) days after receipt of written notice by the Employer, but in no event earlier than June 26, 2006, June 25, 2007, June 30, 2008 and June 29, 2009. Untimely notification of contractual wage, fringe benefit or dues increase shall not result in a default.

For work other than private, the wage rate for Entry Level Operator shall be one hundred percent (100%) of the current prevailing wage rate for a Journeyman Operator.

03.02.00 When the Entry Level Operator has completed fifteen hundred (1500) hours worked, he/she shall be considered a qualified Journeyman Operator.

03.02.01 When the Entry Level Operator has attained Journeyman Operator status, he/she shall receive one hundred percent (100%) of the current prevailing wage and fringe benefits for a Journeyman Operator.

03.03.00 *Private Work Agreement ("PWA")*. When working in a District where a Private Work Agreement ("PWA") is in effect, an Entry Level Operator shall not be paid less than the wages set forth in Section 03.01.01, unless these exceed those noted in the PWA. The wage percentages noted in Section 03.01.00 are not to be applied to any Private Work Agreement.

04.00.00 **FRINGE BENEFITS**

04.01.00 *Health and Welfare*. The Employer shall pay into the Operating Engineers' Health and Welfare

Trust Fund for Northern California according to the following schedule:

Effective June 27, 2005 —

Six dollars twenty-three cents (\$6.23) per hour

Effective June 26, 2006 —

Six dollars fifty-eight cents (\$6.58) per hour

04.02.00 *Pensioned Health and Welfare*. The Employer shall pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

Effective June 27, 2005 —

One dollar and forty-five cents (\$1.45) per hour

Effective June 26, 2006 —

One dollar and seventy cents (\$1.70) per hour

04.03.00 *Pension*. The Employer shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule:

Effective June 26, 2006 —

Two dollar and seventy-five cents (\$2.75) per hour

04.04.00 *Affirmative Action*. The Employer shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice and Journeyman Affirmative Action Training Fund according to the following schedule:

Effective June 25, 2001 —

Sixty-two cents (\$.62) per hour

04.05.00 *Vacation and Holiday Pay Plan.* The Employer shall pay into the Operating Engineers' Vacation and Holiday Pay Plan according to the following schedule:

Effective June 25, 2001 —

One dollar (\$1.00) per hour

04.06.00 *Supplemental Dues.* In addition to any amount specified as and for Vacation and Holiday benefits above, the amount of eighty-five cents (\$.85) per hour for each hour paid for or worked shall be added and specifically designated as Supplemental Dues effective for all work performed on or after June 27, 2005. Upon the execution of a proper authorization as required by law, the amount set forth shall be transmitted from the Vacation-Holiday benefit of each Employee performing work or being paid under this Agreement and shall be remitted directly to the Union. The amount specified herein shall not be deemed to be part of the Vacation-Holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and

conditions as from time to time may be prescribed for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

05.00.00 *DUES*

05.01.00 The Entry Level Operator shall pay a dues rate equal to seventy-five percent (75%) of the full rate.

06.00.00 *INITIATION FEE*

06.01.00 The Entry Level Operator shall pay the current initiation fee.

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