

LABORERS' MASTER

PARKING AND HIGHWAY IMPROVEMENT

AGREEMENT

(STRIPING, SLURRY AND SEAL COAT OPERATIONS)

2015 - 2018

BETWEEN

SOUTHERN CALIFORNIA CONTRACTORS  
ASSOCIATION, INC.

AND

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

AND ITS AFFILLIATED LOCAL UNION NO. 1184

LABORERS 2015-2018 LABORERS' MASTER PARKING AND HIGHWAY  
IMPROVEMENT AGREEMENT  
(STRIPING, SLURRY AND SEAL COAT OPERATIONS)

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**LABORERS' MASTER PARKING AND HIGHWAY IMPROVEMENT AGREEMENT  
(STRIPING, SLURRY AND SEAL COAT OPERATIONS)**

This Agreement made and entered into this 1st day of July, 2015 by and between the **Southern California Contractors Association, Inc.**, on behalf of its respective eligible members, hereinafter referred to as the **Contractors**; and, the **Southern California District Council of Laborers** affiliated with the Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated **Laborers' Local Union No. 1184**, which have jurisdiction over the work covered by this Agreement, hereinafter referred to as the **Union**.

**P U R P O S E**

The Contractors are engaged in the business of Striping, parking lot seal coat, road slurry and related work activities, of asphalt, mastic, concrete or other paved surfaces in Southern California. A Slurry Seal operation involves the application of a bituminous mixture of material to the horizontal surface of a road, highway, parking facility, airport or other such surfaces for the purpose of protection, contrast and safety. In the performance of their contracting operations the Contractors are employing and will employ workers. It is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for workers employed by the Contractors and to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto, to the end that the Contractors are assured continuity of operation and workers are assured continuity of employment.

**ARTICLE 1**

**GENERAL PROVISIONS**

The term "Association" shall refer to the Southern California Contractors Association, Inc.

The term "Contractor(s)" or "Employer" shall refer to a person, firm or corporation party to this Agreement.

The term "Union" means the Southern California District Council of Laborers and its affiliated Local Union, Laborers Local Union No. 1184.

The term "Worker" or "Workers," as used herein, shall refer to a person or persons, in the labor market who are not employed.

The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.

The term "Superintendent", as used herein shall refer to an employee who does not work with the tools of the trade and who may supervise employees working at the trade.

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

## **ARTICLE 2**

### **RECOGNITION OF BARGAINING REPRESENTATIVES**

A. The Union hereby recognizes and acknowledges that the Association is the exclusive bargaining representative for its respective eligible members, present and future, who are or who become bound by this Agreement. The Union agrees that during the term of this Agreement it will not negotiate or enter into any agreement with such individual members of the Association relative to part or all of the subject matter covered by this Agreement.

B. This Agreement shall be binding upon each and every eligible member of the Association with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Association shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether the member shall resign or be suspended from the Association prior to the expiration date of this Agreement, and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however that as to such former or suspended member, the provisions of Article 7 and Article 8 shall not be applicable or in force from and after the time when a member resigns or is suspended from the Association. Such former or suspended member shall then be bound to the Laborers' Short Form Agreement for the Construction Industry (Striping and Slurry Work Agreement).

C. The Association and the Contractor hereby recognize the Union as the sole and exclusive collective bargaining representative of

all employees and persons employed to perform work covered by this Agreement. Upon being presented with evidence that a majority of the individual Contractor's employees covered by this Agreement have signed an authorization to have the Union represent them, the Contractor shall execute an acknowledgment to that effect recognizing the Union as the bargaining representative of its employees covered by this Agreement pursuant to § 9(a) of the National Labor Relations Act. The parties agree that employees covered by this Agreement constitutes an appropriate bargaining unit. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman.

### **ARTICLE 3**

#### **COVERAGE AND DESCRIPTION**

A. Geographical Coverage: This Agreement shall apply to the area generally known as the twelve Southern California counties and more particularly described as the Counties of Los Angeles, Orange, San Diego, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo, and Mono. This Agreement shall also apply to the offshore islands of Southern California: Namely, Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

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

C. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

D. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between the Agreement and any such other Agreements, and no acts or things done by the parties to such Agreement or notices given pursuant to

the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationship of the parties to this Agreement, except as otherwise provided in Article 4 (Existing and Other Agreements).

E. This Agreement shall cover all striping, parking lot seal coat, slurry seal and related work performed as part of the striping, seal coat and/or slurry seal operation by the Contractor or the subcontractor of the Contractor, which includes but not limited to:

1. All work in connection with the layout, painting, application and installation of protective coatings, lines, arrows, traffic stripes and markings; hot thermo plastic; tape traffic stripes and marking; as well as all work in connection with the loading, transporting, mixing and application of materials for the purpose of slurry seal, microsurfacing and rubberized emulsion, aggregate, slurry seal, power broom sweeper, including the cleaning and preparation of surfaces to receive the protective coatings; a self-contained, mobile distribution unit designed to spray Slurry Seal or Seal Coat with fine crushed aggregates, bob cat/skid steer, forklift and operation of all related machinery and equipment.

2. All Traffic Delineating Device Applicator and installation work in connection with the layout and application of pavement markers, striping, delineating signs, rumble and traffic bars, adhesives, guide markers; thermoplastic delineators and reflective traffic tape, other traffic delineating devices; including all related surface preparation (sandblasting, waterblasting, shot blast, grinding) as part of the application process.

3. All Traffic Surface Abrasives Blaster work in connection with the removal of traffic lines and markings; preparation of surface for coating and traffic control devices; and operation of all related machinery and equipment.

4. All Traffic Protective Delineating Systems Installer work in connection with removal, relocation, installation, of permanently affixed roadside and parking delineating barricades, fencing, guardrail, cable anchor, reference signs, monument markers and car stops.

5. Seal coating, slurry coating, emulsion mix overlays, crack sealing and other surface protection on any surface including parking facilities, school yards, game courts, tracks and other such surfaces, whether indoors or outdoors. This work

encompasses all protective coating, high friction surfacing, including but not limited to thermoplastic, polyurethane, paint, epoxies, etc.

6. All Mixer Operator work in connection with the proportioning and mixing of slurry seal components and overseeing that the seal is evenly distributed in the slurry box and is properly applied to the horizontal surface, finishing work, if required, tending to traffic barricades and driving vehicles carrying the necessary equipment to and from the job sites. All stockpile work done in support of the slurry operation including, but not limited to, equipment fueling, cleaning and maintenance, stockpile organization, delivering, loading or handling of material and general project cleanup.

7. All Applicator Operator work in connection with guiding the equipment (including self-contained Slurry Seal or Seal Coat distribution units) at a constant speed, finishing work, if required, tending to traffic barricades and driving vehicles carrying the necessary equipment to and from the job sites. All stockpile work done in support of the slurry operation including, but not limited to, equipment fueling, cleaning and maintenance, stockpile organization, delivering, loading or handling of material and general project cleanup.

8. All Shuttleman (loader/slurry machine operation) work in connection with driving the application equipment to and from the supply area and making certain that each piece of application equipment contains the necessary proportions of materials, finishing work, if required, tending to traffic barricades and driving vehicles carrying the necessary equipment to and from the job sites. All stockpile work done in support of the slurry operation including, but not limited to, equipment fueling, cleaning and maintenance, stockpile organization, delivering, loading or handling of material and general project cleanup.

9. All Squeegeeman (Finisher) work in connection with manually spreading out the slurry seal where it is impractical to use the mobile application equipment, finishing the edge lines, finishing the final surface, if required, with tools of the trade, tending to traffic barricades and driving vehicles carrying the necessary equipment to and from the job sites. All stockpile work done in support of the slurry operation including, but not limited to, equipment fueling, cleaning and maintenance, stockpile organization, delivering, loading or handling of material and general project cleanup.

10. All Traffic Control work in connection with directing and controlling traffic, installing utility protective covers, installing and protecting traffic delineation devices, posting and notifying for public convenience, installation of temporary safety devices as may be required, weeding and cleaning of the work area to receive slurry seal. All stockpile work done in support of the slurry operation including, but not limited to, equipment fueling, cleaning and maintenance, stockpile organization, delivering, loading or handling of material and general project cleanup.

11. All work in the Contractor's permanent and temporary yards, including but not limited to warehouse stocking and loading, mechanics, repair and maintenance of tools, equipment and vehicles, clean-up and storage area work, which have been particularly provided or set up to handle work in connection with jobs or projects covered by the terms of this Agreement.

12. All work in connection with the repairing and filling of cracks on streets and highways.

13. Where the Contractor performs the following work for compliance with the federal American with Disabilities Act and/or corresponding state law as part of a construction contract for work covered by this Agreement.

All detectable warning device/truncated dome work in connection with placing detectable warning devices/truncated domes and related materials, including but not limited to cast-in-place domes and retro-fit plates, according to federal and state standards; measuring domes and cutting and edging plates and domes. All preparation and other work in support of detectable warning device/truncated dome placement and removal.

Such work is not covered by this Agreement if performed as part of the construction contract for work covered by the Laborers Master Labor Agreement, including the construction of new concrete or other area surfaces, in which case the Laborers Master Labor Agreement shall apply.

14. Decorative asphalt surfacing installation & material, work or services pertaining to line and pavement marking on streetscapes, parking lots, air fields, highways, game courts (both indoor & outdoor) and other such surfaces; installation and maintenance thereof of any material or composition material used instead of paint.

F. In the event that new methods of operation, systems, procedures, equipment, technology, or other changes are developed,

introduced or utilized by a Contractor or Subcontractor which replaces, modifies or adds to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

G. In the event the Contractor performs any work not covered by this Agreement but within the scope of the Southern California Master Labor Agreement ("MLA") between the Union and the Association, the Contractor shall be bound to the terms and conditions of the MLA in the performance of such work.

H. Classifications listed in this Agreement which are not listed under this Article shall be included in the coverage and description of laborers' work claimed just as though incorporated in full in this Article. This does not restrict laborers from performing other work.

#### **ARTICLE 4**

##### **EXISTING AND OTHER AGREEMENTS**

A. In the event the Union establishes special conditions for work covered by this Agreement, those special conditions shall be made available to the Contractor or individual Contractors who wish to perform the designated work in the same locality.

B. The Union will promptly notify the Contractor and the Association in writing of any amendment, modification, exception or addendum of this Agreement which might be negotiated in any area covered by this Agreement between the Union, an individual employer or group of individual employers. No Contractor signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing workers covered by the terms of this Agreement.

C. The provisions of this Article do not apply to special projects, jobsite agreements which may be negotiated in any area covered by this Agreement.

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

## ARTICLE 5

### DISPATCHING PROCEDURES - HIRING HALL PROVISIONS

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

1. The Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and non-discriminatory employment list for the use of applicants for employment in the geographical area covered by this Agreement. The employment list shall be limited to workers seeking employment for work covered by this Agreement.

2. Applicants shall be entitled to registration on and dispatch from the employment list subject to the provisions of this Article.

3. Applicants shall be registered on the employment list in the order of time and date of registration. There shall be two groupings in the out-of-work list as more particularly described in this Article.

4. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment, areas where employment is desired or other information as may be considered necessary to the operation of said employment lists and each applicant shall complete prior to registration such forms for recording such information as may be submitted to the applicant. Applicants shall list any special skills which they may possess.

5. The Contractor shall first call the employment facility for employees and the employment facility shall immediately dispatch to the Contractor the number of qualified and competent applicants of the classifications needed and requested by the Contractor. The employment facility shall dispatch workers pursuant to the provisions of this Agreement and in accordance with its internal hiring hall rules.

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

7. The employment facility will furnish in accordance with the request of the Contractor each such qualified and competent applicant from among those registered on said employment list to the Contractor by use of a written dispatch slip stating

information pertinent to the prospective employment, in the order of preference stated below. The selection of applicants for dispatch to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The order of preference in the dispatch of journeymen applicants for employment is as follows:

**Group A:** The Contractor may request for employment any person registered on the out-of-work list out of order for any reason; provided, however, that the person has performed covered work under this Agreement in the area covered by this Agreement at any time.

**Group B:** Applicants whose names are entered on the employment list of the registration facility and who are available for employment. Workers in Group B shall be referred on a first-in, first out basis; that is, the first worker registered in that group shall be the first worker referred.

8. In addition to the dispatch of workers in Group A and B, the Contractor may hire employees from any source by submitting to the Union a letter of sponsorship of the employee indicating the Contractor's intent to employ the worker on a full-time basis; provided, however, the Union must be notified prior to the employee starting work for the Contractor and the employee must be properly dispatched by the Local Union. No more than 80% of the Contractor's entire workforce employed under this Agreement may be sponsored employees pursuant to this paragraph, unless otherwise agreed to in writing by the Union. If the Contractor violates any provisions of this paragraph, the Union has the right to declare that no further employees may be dispatched as sponsored employees.

9. The Joint Apprenticeship Committee, in conjunction with the Union, will be the exclusive source for the referral of apprentices to the Contractor, in accordance with the Apprenticeship Standards registered with the State of California.

10. When ordering workers, the Contractors will give notice to the Union, or its agents, not later than 2:30 P.M. of the day prior (Monday through Friday), or in any event, not less than seventeen and one-half (17 ½) hours before the required reporting time; and in the event that 48 hours after such notice, the Union, or its Agents, shall not furnish such workers, the Contractors may procure workers from any other source or sources. If workers are

so employed, the Contractors will immediately report to the Union, or its Agents, each such worker by name.

B. All employees covered by this Agreement shall be, or become, on the eighth (8th) day after employment or on the eighth (8th) day after the execution of this Agreement, whichever is later, and remain continuously, members in good standing of the Union signatory hereto through its affiliated Local Union having work and area jurisdiction and on whose behalf this Agreement is executed as a condition of employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those available at such times to other applicants for membership to such Union. The Contractor shall, if he is furnished with his employee's written authorization to do so, deduct the sum certified by the Union as the amount owing for initiation fees, reinstatement fees and regular monthly dues from the employees paycheck and transmit these deductions to the Local Union not later than the 15th day of the month following the month in which the deductions were made. The employee's authorization shall be irrevocable for a period of one year from the date of execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and the Contractor, within fifteen (15) days following the first year or any year thereafter, revokes the authorization.

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

D. Subject to the foregoing, the Contractor shall have complete freedom of selectivity in hiring and the Contractor retains the right to reject for any reason any job applicant referred by the employment facility. Contractor may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any applicant or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

E. The parties agree that based on the nature of the Contractor's work, the employer shall be free to move employees within the jurisdiction of the Northern California District

Council of Laborers and the Southern California District Council of Laborers, without violating any provision of this Agreement. Further, the Contractor agrees to pay all fringe benefits contributions on behalf of employees covered by this Agreement for hours worked or paid for in the geographic jurisdiction of this Agreement in accordance with and to the Trust Funds specified in Article 16, Article 17, Article 18, Article 19 and Article 20.

F. Supplemental Dues.

1. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum certified by the Union as the amount owing for supplemental dues from the Vacation Trust contribution required to be paid under this Agreement for each employee for each hour worked or paid for in each payroll period as special supplemental dues. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") as agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating and distributing the dues monies.

2. Said supplemental dues shall be transmitted to the Dues Trust concurrently with, but not as a part of the employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the employers pursuant to the provisions of this Article shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the employers pursuant to the provisions of this Article shall from the instant of their transmittal, be considered vacation contributions if no such proper authorization shall have been furnished, and shall be held by the Vacation Trust for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Article. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incidental to receipt, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this

Agreement. All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Union and/or the Dues Trust, as agent for the Contractor, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

## ARTICLE 6

### SUBCONTRACTING, EMPLOYEE RIGHTS, UNION STANDARDS AND WORK PRESERVATION

A. The purposes of this Article are to preserve and protect work opportunities normally available to employees and workers covered by this Agreement, maintenance and protection of standards and benefits of employees and workers negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workers.

B. A subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation, who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor, or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.

C. Neither the Contractor nor any Subcontractor on the jobsite will subcontract any work covered by this Agreement, which is to be done at the site of construction, alteration, painting, slurry or repair of a highway, street, or any other paved surface, except to a person, firm or corporation, party to an appropriate current labor agreement with the Union.

1. The Contractor shall ensure compliance with the subcontracting provision contained in this Section by inserting into any subcontract for covered work the following language:

"Subcontractor acknowledges that Contractor has entered into the following labor agreements covering work at the construction jobsite with the Southern California District Council of Laborers and its affiliated Local Union 1184: Laborers' Master Parking and Highway Improvement Agreement (Striping, Slurry and Seal Coat Operations), effective July 1, 2015 to June 30, 2018 ("Parking & Highway Improvement Agreement"). The subcontractor acknowledges and agrees that a copy of the Laborers' Master Parking and Highway Improvement Agreement is available to subcontractor.

"Subcontractor agrees that, it shall be, bound to and shall comply with all of the terms and conditions of the Parking & Highway Improvement Agreement referenced above, including wages, trust fund contributions, working rules, the grievance/arbitration procedure and any other mechanism for the resolution of dispute contained in the Parking & Highway Improvement Agreement, on all covered work during the term of the Parking & Highway Improvement Agreement. Subcontractor agrees that it shall be bound to the Parking & Highway Improvement Agreement, commencing with the first hour of work performed by the employees on this Project, and shall be bound to the Parking & Highway Improvement Agreement for all its construction work, whether or not work is performed for the Contractor, for the duration of the Parking & Highway Improvement Agreement, and until timely terminated pursuant to the terms of the Parking & Highway Improvement Agreement, for the duration of successor Parking & Highway Improvement Agreements.

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

"Subcontractor acknowledges that the Southern California District Council of Laborers, its affiliated Local Union 1184, and the Construction Laborers Trust Funds for Southern California are the intended third party beneficiaries of this contractual provision and may enforce this provision directly against Subcontractor.

2. No later than thirty (30) calendar days after execution of a subcontract, as specified in subsection 1, above, with a subcontractor not previously signed to the Parking & Highway Improvement Agreement, the Contractor shall deliver a copy of the cover page, Labor Relations Clause, and signature page of the subcontract to the Union.

3. If the Contractor complies with both subsections 1 and 2 above, the Contractor shall not be liable for a breach of the subcontracting provisions of this Section as to that subcontract, provided however, the Contractor shall be liable for the subcontractor's delinquent Trust Fund contributions only to the extent, if any, that such liability otherwise exists under this Agreement.

4. In addition to any recovery of damages by the Union for a Contractor's violation of the subcontracting clause, the Trust Funds may recover damages in an amount equal to the full fringe benefit contribution rate in effect under this Agreement at the time of the violation, plus interest, audit fees, and liquidated damages, for each hour of covered work performed by the non-signatory Subcontractor's employees. Such damages shall be payable to the Vacation Trust and shall be damages and not for the benefit of any specific individual.

D. The Contractor shall provide in his contract with the subcontractor the following provisions: (1) "The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article 7 of this Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him," and (2) "The subcontractor acknowledges that the Contractor has entered into a labor agreement with the Southern California District Council of Laborers covering work at the construction jobsite. The subcontractor agrees to be bound to and comply with all of the terms and conditions of that labor agreement, including trust fund contributions."

E. Any dispute involving this Article will be resolved under the grievance procedure of this Agreement. An award of the Laborers Joint Adjustment Board may be judicially enforced. Notwithstanding any other provisions of this Agreement, the Union shall not have the right to use strike or any other economic action to enforce any provisions of this Article on subcontracting.

## **ARTICLE 7**

### **STRIKES - LOCKOUTS - JURISDICTIONAL DISPUTES**

A. It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Article 8 and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown, or stoppage of work of the Contractor. During the term of this Agreement, a Contractor shall not cause or permit any lockout of the employees covered under this Agreement.

B. Except as otherwise provided in this Agreement, there shall be no strike, lockout or work stoppage by any party hereto or any individual Employer.

C. No employee covered hereby may be discharged or permanently replaced by a Contractor for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council in the area or for engaging in any conduct protected by Sections 7 or 502 of the Labor-Management Relations Act of 1947, as amended.

1. If work on a project is declared to be unfair as the result of a primary dispute by a Building and Construction Trades Council in the area and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement if, during the period of said work stoppage, the members of the Union fail to perform their work for the Contractor or their subcontractors.

D. There shall be no strikes, slowdowns or stoppages of 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. This Agreement expresses exclusively the work jurisdiction of the Laborers' International Union, and the Contractor shall make work assignments accordingly. Jurisdictional 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 time as a determination is made and confirmed by the disputing unions, or until the disputing unions indicate that such determination cannot be made, the work shall proceed as originally assigned by the individual Employer. The Contractor and the Union shall be and are bound by such determination and decision; a misassignment, if any is found, shall be promptly corrected by the Contractor for the specific project on which the jurisdictional dispute arose.

## **ARTICLE 8**

### **PROCEDURE FOR SETTLEMENT OF GRIEVANCE AND DISPUTES**

A. There is hereby established a Laborers' Joint Adjustment Board consisting of four (4) regular and four (4) alternate representatives of the Contractors and four (4) regular and four (4) alternate representatives of the Union. The establishment of this Board and the purpose of its existence is for the purpose of interpreting and enforcing all the terms and provisions contained in this Agreement. No dispute, complaint or grievance shall be

recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing to the individual Contractor, the Association, or the Local Union and the Union within fifteen (15) calendar days, except on discharges, which shall be seven (7) working days after the alleged violation occurred.

B. An individual employee having a grievance or dispute shall first attempt to adjust said grievance or dispute with the Contractor or his representative. If the grievance or dispute is not settled at the first step, then the steward, if any, is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business representative or special representative, who shall attempt to adjust said grievance or dispute with the Contractor or his representative.

C. In cases of violation, misunderstanding or differences of interpretation of this Agreement by either party, there shall be no cessation or stoppage of work except as otherwise provided in this Agreement.

D. In the event a grievance or dispute cannot be satisfactorily adjusted on the job between the representative of the Union and the Contractor or his representative within twenty-four (24) hours, the Labor Relations Representative of the Association shall meet as soon as possible with the Contractor and the Union representative in an attempt to resolve the dispute. If the dispute is not resolved at this meeting, the issue shall be immediately referred to the Joint Adjustment Board in writing for their consideration and decision.

E. A contractor shall refer a grievance or dispute to the Chairman of the Joint Adjustment Board through the Employer Association. The Association shall then refer the grievance or dispute to the Board by sending written notice to the Contractor and the Union Chairman of the Joint Adjustment Board. The Local Union shall refer a grievance to the Joint Adjustment Board by sending written notice to the Union Chairman of the Joint Adjustment Board and the Management Chairman of the Joint Adjustment Board. The written notice of referral required by this paragraph shall contain the name of the Contractor and the Local Union directly involved, the date and place of occurrence of the grievance or dispute and a brief description of the nature of the grievance or dispute.

F. Each of the parties shall within ten (10) days after the execution of this Agreement, appoint its representatives and immediately notify the other party, in writing, of the name and

business address of each representative appointed. The Joint Adjustment Board shall thereafter meet within ten (10) days, select its Chairman and Secretary and agree upon its procedural rules.

G. The Joint Adjustment Board shall meet at the call of the Co-Chairs. The Joint Adjustment Board shall issue decisions immediately. In the event the Joint Adjustment Board does not reach a decision for reasons of its own, any dispute or grievance may be referred to arbitration by either or both parties within five (5) working days to the arbitrator designated in Paragraph H. The arbitrator shall meet with the members of the Joint Adjustment Board within seventy-two (72) hours and render a decision within seventy-two (72) hours thereafter. The time limits specified in this paragraph may be extended by mutual agreement. A simple majority of the Joint Adjustment Board shall be final and binding upon all parties and the grievants. In the event of a deadlock and the use of the arbitrator is required, a majority decision of the Joint Adjustment Board and the arbitrator shall be final and binding upon all parties and the grievants.

H. The regular members of the Joint Adjustment Board designated in accordance with Paragraph F shall select a list of seven (7) permanent arbitrators. In the event the members of the Joint Adjustment Board, by majority vote, are unable to agree upon the names of the seven (7) permanent arbitrators, then as to those upon whom agreement cannot be reached, the following procedure shall be followed:

1. The Union representatives shall nominate ten (10) persons for the positions remaining unfilled on the panel of arbitrators and the Contractor representatives shall nominate ten (10) persons for the positions remaining unfilled on the panel of arbitrators. Thereafter, the Union Joint Chairman and the Contractor Joint Chairman shall alternately strike names from the lists until there remains only that number of names necessary to fill the remaining seven (7) positions on the permanent panel of arbitrators. Those names remaining shall be added to the permanent panel of arbitrators. The determination as to who will strike first will be by lot, with the loser making the first strike.

2. Thereafter the Joint Adjustment Board shall select an arbitrator to hear a pending grievance or dispute by rotation. If for any reason the arbitrator whose turn it is to hear a dispute is unavailable or the parties mutually agree that an unreasonable time would be required in order for him to become available, then the next arbitrator in succession shall be selected.

I. The Contractors and the Union shall each have a total of four (4) votes on the Joint Adjustment Board and four (4) representatives and not less than two (2) appointed by each party and the Chairman shall constitute a quorum.

J. All expenses incurred and approved by the Joint Adjustment Board necessary for the consideration and decision of grievances or disputes submitted to it shall be borne by and divided equally by the Union and the Contractor. All fees and expenses of the Arbitrator shall be borne by the party against whom the Arbitrator rules.

K. If there is any question as to which is the losing party, or if a case is referred back to the parties without decision or if there are decisions against more than one of the parties to the arbitration, the Arbitrator is authorized and requested to determine who shall pay the fees and may in such case order a sharing of such fees. In such event the decision of the Arbitrator on this issue shall be final and binding.

L. No grievance body established under this Agreement, including the Joint Adjustment Board and Arbitrator, in determining any grievance, shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

M. The provisions of this Article shall not apply in the event the Contractor or the subcontractor or the subcontractor of a subcontractor fails to pay or is delinquent in contributions to any Trust established under this Agreement.

N. The Joint Chairs of the Joint Adjustment Board shall, immediately following the decision rendered in Executive session, announce the decision of the Board to the parties. In addition, such decision shall be served upon the parties in writing, with copies of such decision being furnished to both the Union and the Association. The Joint Adjustment Board shall have full authority to fashion such remedies, whether by way of damages, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Joint Adjustment Board may have found to have existed.

Minutes of all meetings of the Joint Adjustment Board shall be recorded by one of the Board members selected by the Board, and shall be signed by all members of the Board. Minutes shall be condensed and need not be verbatim.

O. Each decision of the Joint Adjustment Board and the Arbitrator shall be made in writing and a copy of each sent to each interested party, particularly including separate copies to the Local Union and the Contractor directly involved, and the Contractor Association and Unions signatory to this Agreement. The determinations of the Joint Adjustment Board or Arbitrator are final and binding upon the parties.

P. The Contractors agree that any grievance procedure under the Master Labor Agreement for the filing of grievances directly against the Contractors' subcontractors shall be incorporated herein by reference.

Q. It is understood and agreed that the procedures outlined in this Article 8 shall be the exclusive remedy for any violation of this Agreement.

R. No jurisdictional disputes shall be submitted for determination to any grievance procedure provided in this Article, but shall be determined in the manner provided in Article 7 of this Agreement.

## **ARTICLE 9**

### **CRAFT STEWARD AND BUSINESS REPRESENTATIVE**

A. The Union business representative shall have access to the project and yards during working hours and shall make every reasonable effort to advise the Contractor or his representative of his presence on the project or in the yard.

B. The steward, if any, shall be a working employee appointed by the Union, who shall, in addition to his regularly assigned work, be permitted to perform during working hours, such of his steward duties, as outlined in Paragraph E, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of no more than two (2) stewards, and send a copy to the Contractor's home office address.

C. The employee selected as the steward shall remain on the job as long as there is work being performed in a classification in which the employee is qualified to perform, except that upon completion of the job, the Contractor shall not be required to

retain the steward in lieu of the foreman or key man upon reduction in force.

D. The Contractor or his representative, before laying off, or discharging the job steward for any cause other than stated in Paragraph E, below, shall notify the Union in writing of his intent to do so two full working days prior to such intended layoff or discharge. The craft job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article, or without just cause.

E. To promote harmony between the Union and the individual Contractor, the craft job steward shall be limited to and shall not exceed the following duties and activities:

1. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.

2. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.

3. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a referral.

4. Report to the Contractor's designated representative any work belonging to his craft being done by non-dispatched employees or by workers of another craft.

5. Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.

6. Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Contractor's designated representative or his Business Representative.

7. The job steward shall not:

- a. Stop the Contractor's work for any reason.

- b. Tell any worker or any employee covered by this Agreement that he cannot work on the job.

c. Initiate any physical altercation with any person on the jobsite.

8. Infraction of any of the rules in subparagraph 7 shall be cause for immediate dismissal of the craft job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.

9. Any dispute in connection with this Article 9 shall be referred to the Grievance and Arbitration procedure of this Agreement.

## ARTICLE 10

### WORKING RULES

#### A. Shifts:

1. Any eight (8) consecutive hours shall constitute a day's work at straight time. Forty (40) hours over five (5) consecutive days during the seven (7) day period from Monday through Sunday shall constitute a week's work at straight time.

2. All time worked in excess of eight (8) consecutive hours, or all time worked in excess of forty (40) hours per week, and all time worked on the sixth and seventh day of the workweek shall be paid at the rate of one and one-half (1½) times the straight-time rate.

3. All work performed on any of the following holidays shall be paid at double the straight-time rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. No work shall be required on Labor Day, except in case of extreme urgency when life or property is in imminent danger.

#### B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event shall the regular working hours of

different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour.

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

2. When two or three shifts are worked, the first and second shift shall work eight (8) consecutive hours, for which eight (8) hours of straight time shall be paid for the first through fifth days of the workweek and the third shift shall work seven (7) consecutive hours, for which (8) hours straight time shall be paid for the first through fifth days of the workweek. All time worked or hours paid for, after seven hours worked or paid for, on the third shift, in one (1) day on the sixth and seventh days and holidays shall be paid for at the appropriate overtime rate.

3. Any time worked on the sixth and seventh days or on holidays or in excess of the regular shift hours or hours paid for shall be paid at the appropriate Craft Overtime Rate.

C. 1. When so elected by the Contractor, a single shift of four (4) ten (10) hour days may be worked for eight (8) or more consecutive days, excluding Saturdays, Sundays and holidays, provided the Union is notified in writing twenty four (24) hours in advance of the effective date of the starting of such shift. All employees working this shift shall work ten consecutive hours, for which ten (10) hours of straight time shall be paid. All time worked in excess of ten (10) hours in any one (1) day shall be paid for at the appropriate overtime rate. All hours worked in excess of forty (40) hours in any one week shall be paid at the appropriate overtime rate. Written notice shall be given to the Union in cases of deviation from the original starting time.

2. If the Contractor works for a period of less than eight days, employees will then be paid at the appropriate overtime rate for all hours in excess of eight (8) hours for the days worked.

D. Mandatory attendance at a company function/meeting will be considered part of normal hours of work in a day and will be paid at the appropriate hourly/overtime wage rate with full fringe benefits.

E. In the event, due to inclement weather or similar Act of God, or in a situation beyond the Contractor's control on the jobsite that causes a discontinuance of a major unit of the project, it is not reasonably possible to complete forty (40) hours of work, on

either an eight (8) hour shift or ten (10) hour shift, as outlined in Paragraphs A or C of this Article, on the first through fifth days of the workweek, then the balance of the forty (40) hours may be worked on the sixth day at the straight time rate. No employee will be terminated for refusing to work on the sixth day at the straight time rate of pay.

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

G. Emergencies:

When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, the starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at the straight time rate. All other terms and conditions of this Agreement shall apply. Where Cal Trans declares work of an emergency nature, such work shall be considered emergency work under this Section.

## **ARTICLE 11**

### **EQUAL EMPLOYMENT OPPORTUNITY**

A. The Contractor and the Union will not discriminate against any person with regard to employment or Union membership because of his race, religion, color, sex, age, national origin, or ancestry and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to Union membership. A violation of this paragraph shall be subject to the grievance procedure but not subject to the hearing procedure before the Joint Adjustment Board or arbitrator contained in Article 13.

B. If the Union is unable to refer applicants for employment to a Contractor in sufficient number, or sufficient type, as may be necessary to enable the Contractor to comply fully with minority or female hiring requirements imposed by its construction contract with any Federal, State or governmental body, commission or agency or to enable the Contractor to comply fully with all Federal and State Laws, Presidential Executive Orders, regulations, rules, directives or orders which cover hiring and which are applicable to the Contractor, the Contractor may directly recruit from any

source such number of minority or female applicants acceptable to the Contractor as may be necessary to satisfy the Contractor's needs to effect such compliance. As an exception to the dispatch procedures in Article 5, the Union may dispatch workers who are not next in order, to aid the Contractor in complying with government requirements.

C. The Contractor shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law; the Construction project number; and a copy of the compliance order.

## **ARTICLE 12**

### **FOREMAN**

A. The selection of the employee who will be the Foreman is at the sole discretion of the Contractor. The Foreman may work with the tools of the trade.

B. Only Foremen who normally work with the tools of the trade during straight time periods, in addition to the performance of Foreman duties, may work with the tools of the trade during overtime periods. The need for and the number of Foremen required for the performance of the work shall be determined by the Contractor.

C. All Foremen shall be paid no less than one dollar and seventy-five cents (\$1.75) per hour more than the hourly wage rate of the highest classification over which they have leadership. In the event the Contractor, at his option, elects to use a Foreman to supervise other Foremen, he shall be paid not less than one dollar and twenty-five cents (\$1.25) per hour more than the hourly rate of the highest classified Foreman over whom he has leadership.

D. Except in case of emergency, if any of the employees not covered by this Agreement such as superintendents, assistant superintendents or master mechanics, shall act in the capacity of a Foreman or work with the tools of the trade or at the classifications covered by this Agreement, he shall be an employee under the jurisdiction of the Union.

## ARTICLE 13

### HOLIDAYS, PAYMENT OF WAGES, MEAL PERIODS, HEAT ILLNESS PREVENTATIVE RECOVERY PERIOD

#### A. Holidays

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on a Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger. President's Day shall be considered a legal holiday in the year following the year in which two basic crafts (Carpenters & Operating Engineers) adopt this holiday.

#### B. Payment of Wages

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (1/2) hour at the applicable overtime rate until such time as he does receive his pay.

2. When employees are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Contractor's name and address. In the event the Contractor fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. If the employee has previously authorized electronic payment of wages, payment of the final check may also be made by electronic deposit

as long as it meets the time criteria specified in this Article. In the event these stipulations are not met, he shall receive waiting time as noted above.

4. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

5. When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.

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

7. When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work on the date of injury shall be determined by a qualified physician.

#### C. Meal Period

The parties recognize the nature of the Contractor's work and the fact that there are extreme periods of waiting time and extreme periods of time when no breaks can be taken. It is with this in mind that the parties agree that employees will take a paid lunch break when time permits and that every employee is entitled to time in which to eat his lunch. In those instances where it is not possible for the employee to take time to eat a lunch, then the employee will receive one-half hour pay at the time-and-one-half rate in addition to his normal straight time shift period.

#### D. Heat Illness Preventative Recovery Period

A heat illness preventative cool-down recovery period shall be made available for employees working in high heat conditions in

order to prevent heat illness in accordance with CAL OSHA requirements.

E. All disputes concerning the payment of wages, meals rest periods, and/or heat illness preventative recovery periods are subject to the Procedure for Settlement of Grievance and Disputes in Article 8 and as outlined in Appendix B of the Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within fifteen (15) calendar days of the alleged violation. Decisions resolving disputes arising out of the Procedure for Settlement of Grievance and Disputes shall be final and binding upon both parties.

## **ARTICLE 14**

### **SAFETY, REST PERIODS, DRINKING WATER, SIGNING OF DOCUMENTS**

#### **A. Safety**

The Union shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor's safety measures and practices for accident prevention, and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. Employees will acknowledge, in writing, having been given the Contractor's safety measures and practices for accident prevention to satisfy OSHA or other Agency requirement. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier at the permanent yard.

1. An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1947, as amended.

2. The Contractor shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the District Council nor the Local Union are responsible for such implementation or maintenance.

B. Rest Periods

1. Employees shall be given a rest period of not less than eight (8) hours between the termination of work including any overtime work, except for pre-shift overtime work up to a maximum of eight (8) hours, and the commencement of another straight time shift, unless performing emergency work which is not considered a normal job operation.

2. If employees do not receive the required eight (8) hour rest period, they shall be paid at the applicable overtime rate for each hour worked until they receive eight (8) hours rest off the job or project, regardless if a new workday starts or not.

3. The parties to this Agreement recognize Industrial Wage Order covering "On Site Construction, Mining, Drilling, and Logging Industries". Any dispute or grievance arising from this wage order shall be processed under and in accordance with Article 8, Procedure for Settlement of Grievance and Disputes. The grievance process of Article 8 shall be the exclusive method for resolving all alleged violations on this Wage Order and the time limitations of Article 8 shall apply. This shall apply to both meal periods and rest period requirements.

Whenever the Wage Order refers to collective bargaining agreements, this Laborers' Master Parking and Highway Improvement Agreement (Striping, Slurry and Seal Coat Operations) shall be deemed to satisfy all of the requirements for treatment as a qualified collective bargaining agreement.

C. Drinking Water

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups and adequate toilet facilities in accordance with California State Law.

D. Signing of Documents

Workers and/or employees shall not be required to sign any documents other than those required by law. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Contractor.

## ARTICLE 15

### TRAVEL, SUBSISTENCE AND SHOW UP PAY

#### A. Travel Time.

##### 1. a. Driver

The Contractor shall pay the employee driving a Contractor's vehicle at the employee's appropriate classification wage rate with full contributions to the Trust Funds for all hours worked or paid for travel from the permanent yard, or temporary facility, including lodging, designated by the Contractor, to the jobsite; from jobsite to jobsite; and from the jobsite to the permanent yard, or temporary facility, including lodging, designated by the Contractor.

##### b. Non-Drivers

Employees who are not qualified and/or not requested to drive a Contractor vehicle may report to the Contractor's permanent yard and travel in the Contractor's vehicles to the first jobsite and return to the Contractor's permanent yard, or temporary facility, including lodging, designated by the Contractor, and will be paid the Travel Time Hourly Rate of pay with full contributions to the Trust Funds for such travel time. Travel time shall not be considered hours worked within the provisions of Article 10 (A) (2), which shall not apply.

##### c. Distribution of Driver Duties

The Contractor shall assign driver duties to employees qualified with the proper licenses to drive the Contractor's vehicles, on an equitable basis, so that all such employees obtain comparable hours performing such driver duties on a monthly basis.

2. On pure travel days where employees (drivers and non-drivers) are provided subsistence or overnight room and board, all hours the first day preparing for (including yard work, loading) and traveling to the jobsite, and all hours the last day closing down the job (including loading) and traveling to the permanent yard, shall be paid at the employee's appropriate classification rate contained in this Agreement with full contributions to the Trust Funds for all hours worked or paid. The provisions of Article 10 A (2) shall apply for all hours worked or paid over eight hours per day or worked on the sixth or seventh day.

3. An employee who is not qualified and/or not requested to drive or ride in a Contractor's vehicle may be instructed to report to the first jobsite of the day on the employee's own time and without pay, provided that the jobsite is located within a radius of seventy-five (75) miles from the Contractor's permanent yard or is located within seventy-five (75) miles from the employee's home. If the jobsite is located outside the seventy-five (75) mile radius outlined above, the employee must be notified that he may, at the employee's option report to the Contractor's permanent yard, at which time the employee's shift begins. No employee will be required to report to any place other than the Contractor's permanent yard or the first job site of the day as a means of circumventing the provisions of this Paragraph. A violation of this reporting location provision will require the Contractor to pay employees for all hours spent traveling, no matter the distance traveled, from the employee's home, at the employee's full wage rate with full fringe benefit contributions, together with mileage reimbursement at the I.R.S. approved rate. If the Contractor does not notify the employee that he may report to the permanent yard and the employee drives to the jobsite located outside the seventy-five (75) mile radius, the employee shall be paid the appropriate non-travel time wage rate with full fringe benefit contributions, together with mileage reimbursement at the I.R.S. approved rate, for such travel. No employee shall be required to use his own vehicle to drive from jobsite to jobsite.

B. Subsistence.

1. Subsistence shall be paid at the rate of seventy-five dollars (\$75.00) per scheduled workday when the employee actually stays overnight near the jobsite. There shall be no prorating of subsistence.

2. In lieu of subsistence pay, the Contractor may provide and maintain acceptable room and board on or near the project for each overnight stay required to complete the job in compliance with California State Laws.

If this section is in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay subsistence in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this section.

C. Show Up Time. Employees who report for work at a temporary yard as well as at a permanent yard, including employees that are eligible for subsistence pay, and for whom no work is provided, shall receive a minimum of two (2) hours work payable at the

regular rate of pay, plus benefits. During periods of inclement weather, the employee shall call the designated job number provided to him for instructions concerning reporting to job site. Employees shall be considered as having been ordered to work if, after checking with the Designated Dispatcher, the Designated Dispatcher failed to notify the Employee not to report to work. An employee who reports for work and is dispatched to a jobsite shall receive not less than four (4) hours work payable at the regular rate of pay, plus benefits; and if more than four (4) hours are worked in any one day, shall receive his regular rate of pay and benefits for his actual hours worked. New employees on their first day of work shall be paid for their actual hours worked. Neither the Contractor nor Employee will devise or put into operation any scheme, whether herein enumerated or not, to obtain an unwarranted benefit from the terms of this paragraph.

Employees who actually stay overnight near the jobsite and for whom no work is provided due to inclement weather or due to project cancellation shall receive a minimum of two (2) hours work payable at the regular rate of pay, including benefits for each scheduled work day the employee is required to stay overnight.

If this section is in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay show up time in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this section.

## **ARTICLE 16**

### **WAGES AND FRINGE BENEFITS**

#### A. Overtime Rates

Time and one-half (1½X), except on Holidays, which are double-time (2X).

#### B. Hourly Wage Rates

The following hourly wage rates shall apply to the following classifications on all striping, slurry and related work performed as part of the striping and slurry operations covered by the terms of this Agreement:

Effective August 1, 2015

Hourly Rate

Non-Driver  
Travel Time  
Hourly Rate†

GROUP 1

\$33.76

\$22.51

Protective Coating, Pavement Sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts, playgrounds, and tracks, whether indoor or outdoor; installation of carstops; operation of all related machinery and equipment; handling of related materials. Traffic Control Person & Serviceman; including work of installing and protecting utility covers, traffic delineating devices, posting of no parking and notifications for public convenience; Asphalt Repair; Equipment Repair Technician, performs major repairs on all equipment and machinery used by the contractor for the jobsite; Truncated Dome Assistant, loads and unloads detectable warning devices/truncated domes and all related materials, prepares and cleans up site, sets up tools, places detectable warning devices/truncated domes and related materials; re-measures all dome measurements and makes basic cuts;; Decorative Asphalt Surfacing Applicator Assistant for the installation of preformed thermoplastic material and/or pattern-imprinted or stamped asphalt or any other material used in lieu of paint; used primarily for properties including but not limited to intersections, parking areas, streets, highways and walkways

GROUP 2

\$35.06

\$23.37

Traffic Surface Abrasive Blaster, Pot Tender, removal of all traffic stripes, pavement markings, and pavement markers by any method (sandblasting, water blasting, any water filtration system

equipment used by a water blaster, shot blast, grinding, etc.), and preparation of surfaces prior to application of striping materials and pavement markers. Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal. Slurry Seal Squeegeeman (finisher); Bob Cat/Skid Steer; Forklift; Traffic Control Person/Certified Traffic Control Person; controlling and directing traffic through both conventional and moving lane closures, including flagging and pilot car operations; including operation of all related machinery and equipment; handling of related materials

**GROUP 3**

\$37.07

\$24.71

Traffic Delineating Device Applicator; Locate and apply raised and recessed pavement markers, (includes operator of recess cut machine), install traffic signs, rumble and traffic bars, adhesives, guide markers (glue down and drive-in types), and other delineating devices. Traffic Protective System Installer; installs, removes, and relocates roadside and parking area barricades, fencing, cable anchors, guard rail, reference signs, and monument markers. Pavement Markings Applicator; locate and apply markings (words, arrows, cross walks, etc.) utilizing all coatings materials (paints, thermoplastics, tapes, epoxies, etc.); Slurry Seal Applicator Operator (Line Driver-including self-contained distribution units); Shuttleman (loader/slurry machine operations); operation of all related machinery and equipment; handling of related materials; Truncated Dome Technician, places, cuts (including making radius and final cuts),

positions, edges, and performs all preparation and other work in support of detectable warning devices/truncated domes according to federal and state standards. Certified in dome installation; Decorative Asphalt Surfacing Applicator for the installation of preformed thermoplastic material and/or pattern-imprinted or stamped asphalt or any other material used in lieu of paint, and the operation of all related machinery and equipment.

**GROUP 4**

\$38.81

\$25.87

Traffic Striping Applicator; Layout, alignment, and installation of all Striping and delineation, utilizing all Coatings materials and products (paints, thermoplastics, tapes, epoxies, etc.), skilled in all aspects of the layout, installation, and removal of the overall striping and delineating operations. Slurry Seal Mixer Operator; Power Broom Sweeper; operation of all related Machinery and equipment; Handling of related materials

† Travel Time Rates shall be paid only for work within the scope of Article 15, Section A.1.b. All Travel Time Hours will be paid at one and one-half (1½) times the Travel Time Hourly Rate

FUTURE INCREASES\*

July 4, 2016: \$1.60

July 3, 2017: \$1.65

\* Upon written notice to the Association at least thirty (30) days prior to July 1, of each year, the Union may allocate all or a portion of the future increases to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Contract Administration Fund (9) Any combination thereof.

In the event the wages in this Article are in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay wages in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this Article.

C. Health and Welfare

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Health and Welfare Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.

3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Health and Welfare Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

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

D. Pension

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Pension Trust Fund for Southern California the sum designated in Attachment #1 of this

Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.

3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers Pension Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

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

#### E. Vacation

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Vacation Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers' Vacation Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and

Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

F. Apprenticeship and Training

1. Contractors covered by the terms of this Agreement agree to pay to the Pavement Stripers and Highway Maintenance Apprenticeship Program the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Pavement Stripers and Highway Maintenance Apprenticeship Program and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

G. Transfer of Key Employees Out of Area. Where the Contractor transfers key laborers out of the geographical area of this Agreement, to an area where the Contractor is not signatory to a Laborers' Agreement, the Contractor shall contribute to the Trust Funds mentioned in this Agreement for all hours worked by or paid to such key laborers for the duration of the job for which they were transferred.

**ARTICLE 17**

**FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT**

A. The parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of modes and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors the individual Contractor will contribute the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all employees employed under the terms of this Agreement to the FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT, an employer established and administered Trust formed and created for this purpose and the individual Contractor hereby adopts and agrees to be bound by the terms of that certain Trust Agreement

establishing the FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust. An additional two cents (\$.02) per hour may be allocated by the Association during the life of this Agreement.

B. It is understood that independent of any other provisions, contained in this Agreement which provide for its termination, the Association shall have the right and power to cancel unilaterally the provisions, solely of this Article at any time by delivering notice to the unions in writing to that effect.

C. The Fund for Construction Industry Advancement shall be used only for the purpose set forth in paragraph A and shall not be used for anti-labor or anti-employee purposes.

## **ARTICLE 18**

### **LABORERS' TRUST ADMINISTRATIVE TRUST FUND**

A. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Trust Administrative Trust Fund for Southern California the sum of \$0.12 for each hour worked or paid for on all classifications contained in this Agreement.

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

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

the Associations, may reallocate future contributions to the Administrative Trust Fund, to the Health & Welfare Trust Fund or Pension Trust Fund.

## **ARTICLE 19**

### **CONTRACT ADMINISTRATION**

A. A trust fund entitled "The Contract Administration Trust Fund for Southern California" shall be used only to provide compensation to the Contractors for negotiations and administration of the provisions of this Agreement, including Article 8, for the Industry. Individual Contractors shall contribute into the Contract Administration Trust Fund the sum designated in Attachment #1 of this Agreement for each hour paid for or worked and an additional two cents (\$0.02) per hour may be allocated by the Trustees during the life of this agreement. The trust fund shall be administered solely by Trustees selected by the Contractors in accordance with a trust agreement to be executed by the contractors. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

B. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated pursuant to the Declaration of Trust establishing the Contract Administration Trust Fund for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by its Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

## **ARTICLE 20**

### **CENTER FOR CONTRACT COMPLIANCE TRUST FUND**

A. Contractors covered by the terms of this Agreement agree to pay to the Center for Contract Compliance Trust Fund the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

B. Contractors covered by the terms of this Agreement agree to be bound by all the terms and conditions of the Agreement and

Declaration of Trust as they may be constituted in its original form and insofar as it may be amended, and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of the Trust and joint Trustees, its agents and representatives.

C. The parties agree that a review of the Center for Contract Compliance may be performed annually.

D. This Article shall be subject to the Agreement of the parties on the language for the Agreement and Declaration of Trust.

E. Industry Labor Management Committee. The parties agree to support the formation of a Labor-Management Committee to provide a forum to discuss issues of mutual interest and concern. The formation of the Committee and the holding of its meetings are not intended to open the Contract for negotiations or to supplant the Grievance and Arbitration Procedures. Each party will provide the other with an agenda of the items to be discussed and no party will be required to discuss any matter that has not been the subject of advanced notice.

## **ARTICLE 21**

### **WORKERS COMPENSATION TRUST FUND**

The Union and the Association have negotiated a Workers Compensation Agreement pursuant to California Labor Code § 3201.5 and are currently in the process of establishing a Workers Compensation Trust Fund. The Contractors agree that when the Laborers' Workers Compensation Program is operational, each Contractor may participate in the program and make the agreed upon hourly contribution to the Laborers' Workers Compensation Trust Fund.

## **ARTICLE 22**

### **DELINQUENCY AND COLLECTION PROCEDURE**

A. The Contractor shall pay its monthly contributions to the Trust Funds accompanied by a fully completed and executed report form furnished by the Trust Funds. The Contractor shall include with the monthly report form in a format acceptable to the Trust Funds:

a. the identification of each job worked on by the Contractor during the month, including the job location, the owner of the job location property, and the name and address of the entity for whom the Contractor is working.

b. the name and social security number of each employee who performed covered work, indicating the number of hours each employee worked on each jobsite.

The provisions of subsections a. and b. above shall be implemented by the Trust Fund Administrator, in consultation with the Associations and Union, in a way that minimizes any inconvenience to the Contractor. The information provided by the reports required by subsections a. and b. shall be maintained in a confidential, restricted access manner by the Trust Funds for collection and fringe benefit eligibility purposes.

B. In addition to reporting on a jobsite basis, as set forth in Section A, above, the Trust may implement, at its own cost, procedures for the accurate reporting of travel time hours as required by this Agreement. The parties expressly agree that among the procedures that can be implemented by the Trust Funds for the proper recording of travel time are the following:

(i) monthly report forms or other procedures that require the Contractor to list separately for each job and each employee the number of hours worked or paid at the travel time wage rate under this Agreement;

(ii) a pilot program requiring Contractor vehicles used for travel to or from jobsites to be equipped with a GPS or other tracking device, as required and paid for by the Trust Funds. The Trust Funds shall select the Contractors to participate in this pilot program, and shall determine the length of the Contractor's participation. In the event that a Contractor refuses to participate in the program, or fails to comply with the rules of the program, such Contractor shall be required to pay full wages and fringe benefits for all drive time hours for drivers and non-drivers, and shall not be entitled to the provisions of Article 15, Section A.1.b.

C. The Trustees of the Trust Fund shall furnish the Contractor Association and the Union with a list of delinquent contractors each month. Such list will also be available to all signatory contractors on request, subject to such reasonable cost as may be determined by the administrative office of the Trust Funds as representing the cost of duplication and transmission of such lists, payment for which to be made in advance. The Contractor

agrees he will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list until such subcontractor has paid all delinquent monies to the various Trust Funds. In the event the Contractor subcontracts to any such delinquent subcontractor in violation of the foregoing, the Contractor shall remove such subcontractor from the job immediately, unless such delinquent subcontractor immediately makes full payment for all delinquencies to the Trusts.

D. If the Contractor fails to remove the delinquent subcontractor, the Contractor shall become financially responsible for all fringe benefits owed to any funds established by this Agreement by him or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project in accordance with the requirements set forth below.

E. The term "Contractor" for delinquency purposes only, shall include all entities of the delinquent contractor, change of name, or change of entity, provided that the delinquent contractor holds at least ten percent (10%) ownership in the other entity.

F. In the event the Contractor subcontracts to a subcontractor that is not on the delinquency list at the time the subcontract is entered into, the Trust Office shall notify the Contractor of any delinquency of the subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of a subcontractor for more than ninety (90) days prior to the date the Trust Office notice is sent to the Contractor. A courtesy copy of the notice shall be sent to the Association that represents the Contractor; provided, however, that the Trust Office's failure to send such notice to the Association shall not affect the Trust's rights against the Contractor.

G. Where a Contractor contracts with a listed delinquent subcontractor or subcontractors, and the Contractor fails to terminate the subcontract of such delinquent subcontractor, or subcontractors, the Contractor shall become financially responsible for the liability of the delinquent subcontractor's fringe benefits on that job from the commencement of the work under the subcontract to the date of termination of that subcontract.

H. The Trust Fund Office shall send delinquency notices to Contractors whose contributions are not paid as required. The Trust Office shall notify the Union of those Contractors who fail to pay within five (5) days of such notice and the Union may, at its sole option, withhold service from the Contractor involved

until contributions are paid or satisfactory arrangements made with the Trustees for payment.

I. Any employee rendered unemployed by reason of the foregoing shall not be deemed engaged in a work stoppage or labor dispute but shall be deemed constructively laid off by the Contractor by failure to pay monies due for the benefit of the employees. Contractor agrees that such employees are entitled to unemployment insurance and warrants that he will take no action to interfere with the employee's application for unemployment insurance. Any dispute in connection with this paragraph is subject to the grievance procedure.

J. The Trust Office shall issue delinquency notices and clearances to Contractors confirmed in writing.

K. All employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine the Contractor's records, including but not limited to all payroll records (including certified payroll records, electronic payroll records, and all records reflecting payments to trust funds other than the Laborer Trust Funds of Southern California, Federal W-2 Forms, Forms 1099 and 1096, Quarterly State Tax returns, and time cards), all cash disbursement ledgers, and all canceled checks, check registers, invoices and bank checking account statements, and the scope of work portion of all contracts and subcontracts between the general contractors and subcontractors. If requested by the Trusts, the Contractor shall provide payroll breakdown by job, and shall provide the job location, legal description of the jobsite property if known, the owner of job location, the name and address of the entity for which the Contractor is working, the contact telephone number for the job, the names and social security numbers of the employees working on the job, the number of hours worked by each employee on the job, all preliminary notices, mechanic liens and stop notices on the job, other relevant job location information requested by the Trusts and certification of workers compensation coverage. The Trustees may file suit to enforce this obligation, and, if successful, shall recover their attorneys' fees and costs, whether or not the audit reveals a delinquency. Any Contractor delinquent under this Article may be required by the Trust Funds to submit, in addition to regular reports, payroll breakdowns by job, and the failure to submit timely job breakdowns shall be considered a delinquency under this Article. If a Contractor refuses to furnish the foregoing the Union may take economic action.

L. The Contractor has a duty to report to the Trust Funds as required by the Agreement. The Contractor shall maintain for a period of not less than four (4) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement, including the records described in section J, above. The Contractor shall make available such records for audit by the Trust Funds representative upon written request. The Contractor and the Union agree that such audits are expensive and time consuming for the Trust Funds and the Contractor, but the Trust Funds otherwise have no way of knowing the full extent of the Contractor's obligations, since the records showing the related employment are in the possession and control of the Contractor. In order to minimize the need for a frequency of such audits, the Contractor agrees that the Trustees and the Union place trust and confidence in the Contractor to report and pay contributions properly.

M. It is recognized that a delinquency in contributions causes damages beyond the value of the unpaid contributions, which are difficult to quantify. These damages include, but are not limited to, the administrative costs of processing and collecting delinquencies, the costs of adjusting benefit credits and notifying participants, the additional burden placed on Contractors who faithfully pay their contributions, and the burden upon participants and beneficiaries who may be unable to qualify for benefits they may have otherwise been entitled to but for the delinquency of the Contractor. Because these damages are difficult, if not impossible, to quantify on a case-by-case basis, the parties agree that liquidated damages, not a penalty, for such losses shall be set at the greater of \$25 or 20% of the contributions late or unpaid for each Trust Fund. The parties have reviewed the costs of collection by the Trust Funds, and agree that 20% liquidated damages is an accurate projection of the Trusts' damages that result from a delinquency. In addition, any Contractor delinquent in its obligations under this Article shall be required to pay interest on the delinquent contributions (at a rate to be set by the Trustees of the Trust Funds), and any audit fees. In the event that litigation is necessary to collect any delinquent contributions (including litigation to enforce mechanic liens, stop notices, bond claims or similar remedies, and any bankruptcy or receivership proceedings) or to enforce any obligation under this Article, in addition to liquidated damages owed by the delinquent Contractor, the Contractor shall also be liable for all reasonable attorney fees and legal costs incurred in such litigation. The Trustees of the Trust Funds may waive or reduce the amount of liquidated damages, at their sole discretion and consistent with their fiduciary duties. The decision of the

Trustees in any request to waive or reduce liquidated damages shall be final and binding upon the parties.

N. The Trust Funds' Joint Delinquency Committee may require a Contractor to post a satisfactory bond in a sum equal to two (2) times the amount of the delinquency or such lesser amount as the Committee may determine, to secure payments of contributions to the Trust Funds. Such amounts are to be determined by the Trust Funds, and shall increase if the Contractor's delinquency increases. The bond shall not be construed in any way as in lieu of any payments required under this Agreement. All such bonds shall be deposited with the Trust Administrator and shall be in a form acceptable to the Trusts. The bond shall remain in effect for a period of 36 months after the delinquency giving rise to the obligation to post the bond or until one year after the date the Contractor is no longer bound to the Agreement or any successor Agreement, whichever is earlier.

O. For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Funds as determined by the Trustees, shall consist of the following:

- a. Failure to submit trust report forms completely filled out and executed.
- b. Failure to report on all employees.
- c. Failure to make the payments as required on time.
- d. Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.
- e. Failure of the bank to honor checks submitted.
- f. Failure to pay monies.
- g. Failure to submit to an audit.
- h. Refusal of the Contractor to participate in the Trust Funds' procedures for the proper recording of travel hours.
- i. Failure to submit payroll breakdowns by job during an audit, if the Contractor maintains or can retrieve electronically such payroll breakdowns.

The Trust Funds may exercise discretion in determining the materiality of a technical delinquency and may refrain from

publishing to third parties that an employer committing only such a violation is delinquent. When the Trust Funds are asked by third parties or by a Contractor the status of that Contractor, the Trust Funds shall respond promptly to facilitate the Contractor's ability to address any problems quickly and to enable the Contractor to obtain prompt payment from its clients.

P. In addition to any other remedies under this Article, the Union may terminate the participation of a delinquent contractor. Notice of such termination shall be sent to the Contractor, and each of the employees listed on the last report submitted by that Contractor, and shall be effective 30 days from such notice. Upon termination, no employee of the delinquent Contractor shall accrue credit for any benefits for hours worked for that Contractor. However, termination shall not end or alter the obligations of the Contractor (or any Contractor subcontracting to that Contractor) under this Article. In addition to any other damages under this Article, a Contractor so terminated shall be liable to the Trust Funds for the cost of notice, and shall be liable to its employees for the value of any benefits lost in an amount not exceeding the hourly contributions and liquidated damages that would otherwise have been due.

## **ARTICLE 23**

### **PAVEMENT STRIPERS AND HIGHWAY MAINTENANCE APPRENTICESHIP COMMITTEE**

A. The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in conformity with California Labor Code Section 1777.5 governing employment of apprentices upon public work. Apprentices shall be employed in accordance with the Standards and guidelines as established by the Pavement Stripers and Highway Maintenance Apprenticeship Committee and of this Agreement shall apply to Apprentices.

B. Ratio: The ratio of Apprentices to Journeymen shall be one Apprentice when at least three (3) Journeymen are regularly employed (although the Apprentice may be the second worker on the job), and one (1) additional Apprentice for every three (3) additional Journeymen. Notwithstanding the Ratio, the second worker on a jobsite may be an Apprentice, even if the Contractor does not employ three Journeymen on the jobsite. At no time will an apprentice be working who is not under the supervision of a journeyman.

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

1. Apprentices shall be paid not less than the following percentages of the current Group 3 journeyman rate which is \$37.07 per hour effective August 1, 2015.

1 <sup>st</sup> period	1 - 800 hours	60% less \$0.55 per hour	\$21.69
2 <sup>nd</sup> period	801- 1800 hours	70% less \$0.55 per hour	\$25.40
3 <sup>rd</sup> period	1801 - 2800 hours	75%	\$27.80
4 <sup>th</sup> period	2801 - 3800 hours	80%	\$29.66

Apprentices shall receive the appropriate percentage of any increase to the journeyman wage during the term of the Agreement.

2. Other compensation: Effective August 1, 2015 the following percentages of the journeyman fringe benefit rates are applicable:

Trust Fund contributions for Apprentices	1 <sup>st</sup> & 2 <sup>nd</sup>		3 <sup>rd</sup> & 4 <sup>th</sup>	
	Periods		Periods	
Health & Welfare	70%	\$4.80	80%	\$5.49
Pension	30%	\$1.16	40%	\$1.54
Vacation/Supp. Dues	50%	\$2.36	70%	\$3.30
Apprenticeship & Training Fund		\$0.55	100%	\$1.16
Center for Contract Compliance	0%	\$0.00	100%	\$0.25
Contract Administration Fund	0%	\$0.00	100%	\$0.07
Industry Fund	0%	\$0.00	100%	\$0.07
Totals		<u>\$8.87</u>		<u>\$11.88</u>

Apprentices shall receive the appropriate increase to the journeyman fringe benefit rates during the term of the Agreement.

## ARTICLE 24

### PARTNERSHIP, SOLE PROPRIETORSHIP, OWNER-OPERATORS AND EQUIPMENT REPAIRS

A. In the event the contractor is a partnership, no more than one (1) partner shall perform work covered by this Agreement. However, during each day on which the partnership employs on a full-time basis at least three (3) Striper/Slurry employees,

pursuant to the terms of this Agreement, then one (1) additional partner shall be allowed to perform work covered by this Agreement. All partners who perform work covered by this Agreement and pursuant to this Paragraph, shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the partnership shall contribute to all Trust Funds on behalf of all working partners at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate, and to the Trust Funds in a sum equivalent to the hourly contribution rate, for each hour worked by a partner in violation of this Paragraph.

B. In the event the Contractor is a sole proprietorship that employs other individuals and the sole proprietor performs work covered by this Agreement, the sole proprietor shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the sole proprietorship shall contribute to all Trust Funds on behalf of the working sole proprietor at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate and to the Trust Funds in a sum equivalent to the hourly contribution rate for each hour worked by the sole proprietor in violation of this Paragraph B. If the sole proprietor has no employees, the sole proprietorship shall be considered an owner-operator subject to the provisions of this Article, Paragraph C.

C. 1. Definition of Owner-Operator. An Owner-Operator is a person who has legal or equitable title to his equipment and operates the equipment himself on work covered by this Agreement and he shall operate only that equipment to which he has legal or equitable title. An Owner-Operator shall have proof of ownership of the equipment being operated in his possession at all times and shall produce such proof of ownership upon request by the Union or Contractor. It is further agreed that any time an individual Owner-Operator has a piece of equipment operated by someone other than himself on any given job or project, the provision of this Paragraph will not apply to such equipment, rather the subcontracting provisions contained in Article 6, Paragraph B to D, of this Agreement shall become applicable.

2. The Owner-Operator shall not be subject to the dispatch obligations contained in Article 5 of this Agreement, provided

that the Owner-Operator has signed a W-4 form and becomes a bona fide employee of the Employer prior to going to work and the Union shall be notified of the name and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator is hired, such notice to be given to the Local Union and confirmed in writing within twenty-four (24) hours thereafter. A copy of the notification shall be furnished by the contracting Employer to the Owner-Operator, and this copy shall be in the possession of the Owner-Operator at all times, so long as he remains on the job or project. This notice must be produced upon request of the Union. Failure of the Owner-Operator to provide proof of ownership of the equipment being operated shall be cause for his removal from the job or project until the Owner-Operator and the Employer have complied with the requirements of this Paragraph C. The Owner-Operator is subject to the union security and supplemental dues provisions of Article 5.

3. (a) Effective from the time the Owner-Operator first reports to work on the job or project, the Contractor shall take all necessary steps to make the Owner-Operator an actual bona fide employee of the Contractor. The Contractor shall retain and exercise supervision and control over the manner and means by which the Owner-Operator performs work under this Agreement, and shall treat the Owner-Operator in all respects as any other employee of the Contractor is treated, except as otherwise provided in this Paragraph C. The Contractor shall deal with the Owner-Operator solely in an employer-employee relationship, and shall not treat the Owner-Operator as a self-employed person, independent contractor or brokered service. The Contractor shall not act as broker of Owner-Operator services to any other party and any payment by the Contractor to any broker or other person except to a signatory subcontractor for the services of an Owner-Operator shall be a violation of this Agreement.

(b) The Contractor shall not permit a self-employed person to perform any work covered by this Agreement, except as otherwise provided in Article 13, Paragraphs A and B. A "self-employed person" is one who works for an unincorporated trade or business in which that person owns ten percent (10%) or more of the interest in the capital or profits.

(c) The Contractor shall be liable to the Trust Funds described in this Agreement in an amount equal to the contributions plus interest and liquidated damages from the date contributions would have been due that would have been paid on an employed person to perform work covered by this Agreement. The portion of the contribution designated as supplemental dues shall be forwarded to the Union by the Trust Administrator. The sums

paid under this provision shall be as damages and not for the benefit of any specific individual.

(d) An incorporated Owner-Operator shall for the purposes of this Agreement, be designated and recognized as a subcontractor and subject to the provisions of Article 6 and, as such provide the Contractor, Union and Trust Funds with bona fide information to the effect of such incorporation.

4. Separate checks shall be issued to such Owner-Operator for [1] employee wages and [2] for his equipment.

5. All hours worked or paid for under the terms of this Paragraph C shall be reported to, and payments made to, the Trust Funds, as provided for in this Agreement.

D. It is further agreed that the Contractor will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this Agreement.

E. If a Contractor through the grievance procedure is found violating any portion of this Article, the Joint Adjustment Board or an Arbitrator, as described in Article 8, shall require the Contractor to immediately pay compensatory damages for each Owner-Operator with respect to whom the Contractor is in violation in an amount equal to the sum of wages, Health and Welfare and Pension contributions, under the terms of this Agreement, for eight (8) hours for each day or portion thereof the violation occurred, such damages to be made by checks payable to the Union, Laborers' Health and Welfare Trust Fund for Southern California and the Laborers' Pension Trust Fund for Southern California respectively and promptly mailed to the Local Union.

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

## ARTICLE 25

### ELIMINATION OF RESTRICTIONS - SAFETY

Elimination of Restrictions. 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; operation of such machinery, tools or devices to remain in the jurisdiction of the Union.

## **ARTICLE 26**

### **GENERAL SAVING CLAUSE**

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations, the parties agree to submit the issue to final and binding arbitration. The Arbitrator shall render decisions only on the specific issue submitted to him, and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no lockout provisions of Article 8, Paragraph B, shall not apply if either party fails to comply with the decision of the Arbitrator.

## **ARTICLE 27**

### **QUALIFICATIONS**

A. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and, further, that it will not, by the adoption or amendment of any provision of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever, take any action that will prevent or impede it

in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations and each of their eligible members and the Unions on whose behalf the said parties are signing the said Agreement.

B. No agent or representative of either party has authority to make, and none of the parties shall be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein. Any provision in the working rules of the Union with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement, shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work covered herein.

## ARTICLE 28

### **PUBLIC WORKS PROJECT - DAVIS BACON ACT - RELATED STATUTES**

A. In the event an individual employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of U. S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, 3, 5 and 7, and which determinations are published in The Federal Register), or by the Director of the California Division of Industrial Relations, or a County, City or other public entity and the established prevailing wage rate, including vacation contributions, is lower by no more than fifteen percent on residential or housing work or by no more than ten percent on any other type of work, than the Striping & Slurry Work Agreement's hourly wage rate(s) (excluding fringe benefits), the published hourly wage rate, including vacation contributions, at the time or bid shall apply to the job or project for the duration of the job or project but in no event to exceed an eighteen month period.

B. In the event the job or project extends beyond eighteen months, the wage rates, including vacation contributions, shall be increased thereafter to maintain the appropriate fifteen (15) or ten (10) percent differential under the then current Striping & Slurry Work Agreement.

C. Should the predetermined wage rate and the Striping & Slurry Work Agreement rate be the same, it is agreed that rate shall be in effect for an eighteen (18) month period. On work that extends beyond eighteen (18) months then the current Striping & Slurry Work Agreement rate(s) shall apply.

D. If any public agency publishes prevailing wage and fringe benefit rates for Laborers classifications for a specific job or project which are less than the rates set-forth in the Master Labor Agreement, and there are non-signatory prime bidders on the plan holders list, or if there is no bid list published, then the individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the bid specification.

## **ARTICLE 29**

### **DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM**

The parties recognize the problems which drug and alcohol abuse have created within the construction industry. The parties agree that any testing program implemented by an Employer must conform to the California Highway Patrol and Federal Department of Transportation regulations.

## **ARTICLE 30**

### **TERM, TERMINATION AND RENEWAL**

The term of this Agreement is July 1, 2015 to June 30, 2018; and from year to year thereafter unless either the Union or the Association give written notice received by the other not less than sixty (60) days prior to June 30, 2018, or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the signatory parties hereto.

**SOUTHERN CALIFORNIA  
CONTRACTORS ASSOCIATION, INC.**

BY *[Signature]*

DATE 8/7/15

**SOUTHERN CALIFORNIA DISTRICT  
COUNCIL OF LABORERS**

BY *[Signature]*

DATE 8-7-15

**LABORERS LOCAL UNION 1184**

BY *[Signature]*

DATE 8/7/15

**ATTACHMENT #1**

**CONTRIBUTIONS PAYABLE TO TRUST FUNDS**

<b>EFFECTIVE</b>	<b><u>8-1-15</u></b>	<b><u>7-4-16</u></b>	<b><u>7-3-17</u></b>
Laborers' Health and Welfare Fund for Southern California <sup>1</sup>	\$6.86	†	†
Construction Laborers' Pension Fund for Southern California	\$3.85	†	†
Construction Laborers' Vacation Fund for Southern California	\$4.71*	†	†
Pavement Stripers and Highway Maintenance Apprenticeship Fund	\$1.16	†	†
Center for Contract Compliance Trust Fund	\$0.25	†	†
Fund for Construction Industry Advancement	\$0.07	†	†
Contract Administration Fund	\$0.07	†	†
Laborers Trusts' Administrative Trust Fund	\$0.12	†	†

<sup>1</sup> Includes \$0.01 for the Laborers Workers Compensation Alternative Dispute Resolution Program

\* Includes supplemental dues

† To be allocated by the Union.

**APPENDIX A**

**Healthy Workplace Healthy Family Act of 2014**

The parties hereto agree to the fullest extent permitted, the Master Agreement shall operate to waive any and all provisions of the Healthy Workplace Healthy Family Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Master Agreement.

## Appendix B

### Grievance of Disputes

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. "A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement." *United Steelworkers of Am. v. Warrior & Gulf Nav. Co.*, 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). *D.R. Horton, Inc. v. N.L.R.B.*, 737 F.3d 344, 361 (5th Cir. 2013) ("[W]e discern[ ] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective-bargaining process and agree to an arbitration clause." Citing, *Blessing v. Freestone*, 520 U.S. 329, 343, 117 S.Ct. 1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that "[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy... imposed on individual employees by the employer as a condition of employment." *D. R. Horton Inc.*, 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant

to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provide a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

A. Arbitration of Employment Related Claims.

Any dispute, complaint or grievance alleging a violation of the Master Labor Agreement shall be processed through the Procedure for Settlement of Grievance and Disputes in Article 8, and the Local Union and Union shall retain sole and exclusive ability to bring such a grievance to arbitration pursuant such Article. In addition, any dispute, complaint or grievance concerning a violation of, or arising under, Industrial Welfare Commission Wage Order 16 ("Wage Order 16") which is subject to the Procedure for Settlement of Grievance and Disputes in Article 8 by operation of Wage Order 16 and exemptions contained therein for employees covered by collective bargaining agreements shall remain subject only to Article 8 and not this Appendix B. Disputes, complaints or grievances within the scope of this paragraph shall be referred to as "Contractual Disputes".

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code section 2699.5 as amended, the California Private Attorneys General Act (Labor Code section 2698, et seq.), and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or "Statutory

Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Appendix B as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than a claim of violation of the Master Labor Agreement which are deemed Contractual Disputes). This Appendix B shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers' Compensation.

B. Procedure for Arbitration of Disputes.

No Statutory Dispute subject to this Appendix B shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Local Union within the later of (i) the time set forth in the Procedure for Settlement of Grievance and Disputes in Article 8 or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Appendix B, the grievance shall not be heard by the Joint Adjustment Board, but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article 8 shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association National Rules for Employment Disputes. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the

prevailing party costs or attorneys' fees, or if there is a written agreement providing for an award of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees of costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to such, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any collective bargaining agreement or such other agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Master Labor Agreement or other agreement(s) between the Union and a Contractor or the Contractors.