



AGC OF CALIFORNIA

Northern California
Labor Relations Wage Scale Book



Updated July 2020

www.agc-ca.org

2020
-
2021

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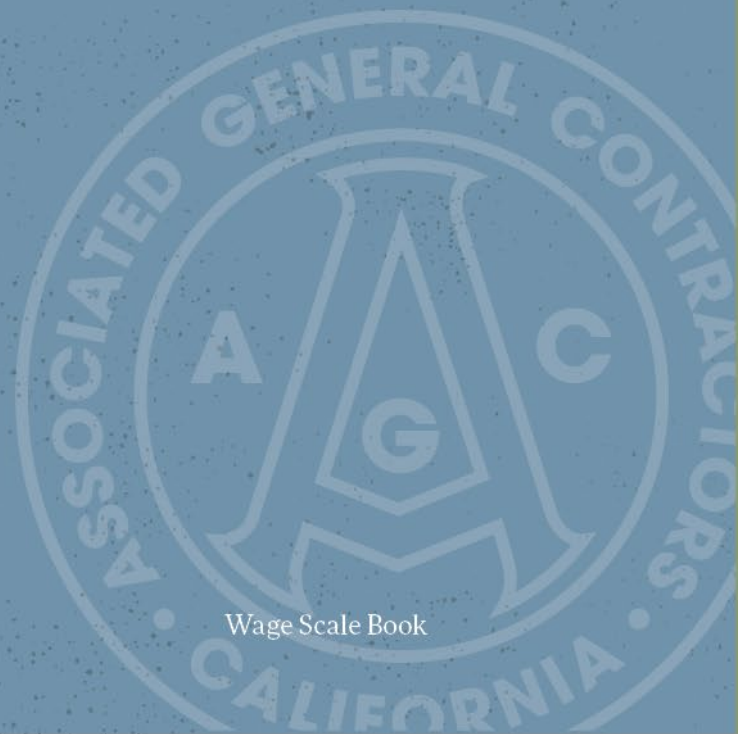
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2018-2023

CARPENTERS MASTER LABOR AGREEMENT



CARPENTERS
Master Labor Agreement Expiration Date: June 30, 2023

FRINGE BENEFITS: July 1, 2020 to June 30, 2021

| | |
|--|-----------------|
| Health & Welfare | \$ 11.70 |
| Pension | \$ 10.65 |
| Annuity Fund | \$ 2.25 |
| Vacation/Holiday/Sick Leave* | \$ 2.95 |
| Vacation/Holiday/Sick Leave Admin. (new) | \$.10 |
| Supplemental Dues (Work Fees)* | \$ 2.14 |
| Training | \$ 1.03 |
| AGC CCAP/Industry Promotion | \$.06 |
| Carpenters International Training Fund | \$.10 |
| Carpenters Work Preservation (CWPC) | \$.05 |
| Contract Administration | \$.08 |
| TOTAL: | \$ 31.11 |

*** Vacation and Work Fee amounts are added to the hourly rate to establish the gross pay. The gross pay amount is subject to normal payroll deductions. After normal deductions, the full vacation and work fee contributions are deducted, reported and paid to the appropriate trust fund**

WAGE RATES: July 1, 2012 to June 30, 2021

| | AREA 1 | AREA 2** | AREA 3** | AREA 4** |
|---|---------------|-----------------|-----------------|-----------------|
| Carpenters | \$ 52.65 | \$ 46.77 | \$ 46.77 | \$ 45.42 |
| Bridge Builder | \$ 52.65 | \$ 52.65 | \$ 52.65 | \$ 52.65 |
| Hardwood Floorlayers | \$ 52.80 | \$ 46.92 | \$ 46.92 | \$ 45.57 |
| Shinglers | \$ 52.80 | \$ 46.92 | \$ 46.92 | \$ 45.57 |
| Power Saw Operators | \$ 52.80 | \$ 46.92 | \$ 46.92 | \$ 45.57 |
| Steel Scaffold & Steel Shoring Erectors | \$ 52.80 | \$ 46.92 | \$ 46.92 | \$ 45.57 |

Foreman (10% above applicable Journeyman wage rate)

General Foreman (20% above applicable rate for Foreman)

APPRENTICE WAGE & FRINGE RATES: July 1, 2020 to June 30, 2021 (wages based on Journeyman wage rate)

| PERIOD | PERCENTAGE | FRINGES | AREA 1 | AREA 2 | AREA 3 | AREA 4 |
|--------------------------------|------------|---|----------|----------|----------|----------|
| 1 st (0-6 Months) | 60% | H&W, WF, TR, CCAP, CITF, WP, CA | \$ 31.59 | \$ 28.06 | \$ 28.06 | \$ 27.25 |
| 2 nd (7-12 Months) | 65% | H&W, WF, TR, CCAP, CITF, WP, CA, VAC | \$ 34.22 | \$ 30.40 | \$ 30.40 | \$ 29.52 |
| 3 rd (13-18 Months) | 70% | H&W, WF, TR, CCAP, CITF, WP, CA, VAC, ANN | \$ 36.86 | \$ 32.74 | \$ 32.74 | \$ 31.79 |
| 4 th (19-24 Months) | 75% | H&W, WF, TR, CCAP, CITF, WP, CA, VAC, ANN | \$ 39.49 | \$ 35.08 | \$ 35.08 | \$ 34.07 |
| 5 th (25-30 Months) | 80% | ALL FRINGES | \$ 42.12 | \$ 37.42 | \$ 37.42 | \$ 36.34 |
| 6 th (31-36 Months) | 85% | ALL FRINGES | \$ 44.75 | \$ 39.75 | \$ 39.75 | \$ 38.61 |
| 7 th (37-42 Months) | 90% | ALL FRINGES | \$ 47.39 | \$ 42.09 | \$ 42.09 | \$ 40.88 |
| 8 th (43-48 Months) | 95% | ALL FRINGES | \$ 50.02 | \$ 44.43 | \$ 44.43 | \$ 43.15 |

FRINGE BENEFITS KEY

H&W: Health & Welfare

WF: Work Fees

TR: Training

CCAP: Calif. Const. Advancement Program

CITF: Carpenters International Training Fund

WP: Work Preservation

CA: Contract Administration

VAC: Vacation

ANN: Annuity

AGREEMENT AREAS

Area 1 → Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma

Area 2 → Monterey, San Benito and Santa Cruz

Area 3 → Sacramento, Yolo, San Joaquin, Western Placer** and Western El Dorado**

**Western Placer County includes territory West of and including Highway 49.

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

Area 4 → Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba.

BELT PAY

For all Carpenter classifications working in the 46 Counties from Bos'n chairs, swinging scaffolds, or suspended from a rope, cable or from a safety belt or any device used as substitute or in lieu thereof shall receive fifty cents (\$.50) per hour above the applicable journeyman or apprentice rate.

POWER SAW OPERATOR

If an employee is hired initially as a Power Saw Operator or as a Steel Scaffold Erector and/or Steel Shoring Erector, he/she shall receive the rate for such classification until he/she is assigned to work in another classification.

If an employee already employed on the job is assigned to perform Power Saw Operating duties or Steel Scaffold and/or Steel Shoring Erecting duties, he/she shall receive the rate of the Power Saw Operator classification or the Steel Scaffold Erector and/or Steel Shoring Erector's classification, as the case may be, for the actual hours worked in such classifications.

The operation of a hand-operated skill saw shall not be considered as the performance of Power Saw Operating duties and shall not carry the rate for the Power Saw Operator classification.

FOREMAN

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

GENERAL FOREMAN

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

MILLWRIGHTS FOREMAN

Foremen shall receive two dollars and fifty cents (\$2.50) per hour over Millwright's scale. When there are three (3) or more Millwright Foremen employed by the Individual Employer on the jobsite, there shall be designated one (1) General Foreman and he shall receive the General Foreman rate, one dollar and fifty cents (\$1.50) per hour over Millwright Foreman's scale.

FUTURE INCREASES

July 1, 2021: \$2.87

\$2.20 to Wages

\$0.25 to Health & Welfare (if needed, as recommended by Trustees, to maintain minimum of 6 months of reserves. Otherwise, allocated to Pension)

\$0.20 to Pension*

\$0.05 to Training

\$.07 to Work Fee (as per Section 43A formula)

July 1, 2022: \$2.98

\$2.25 to Wages

\$0.25 to Health & Welfare (if needed, as recommended by Trustees, to maintain minimum of 6 months of reserves. Otherwise, allocated to Pension)*

\$0.15 to Pension*

\$0.05 to Training

\$0.20 to Annuity

\$0.08 to Work Fee (as per Section 43A formula)

*Negotiated pension increases are intended as an enhancement to the Pension Rehabilitation Plan and will not result in additional pension benefit accruals.

*** If an early extended Agreement is negotiated prior to July 1, 2022, individual employers who do not extend said Agreement shall be subject to an additional \$1.00 per hour increase, effective July 1, 2022.*

WORK DAY

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

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

WORK WEEK

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

SHIFT WORK

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

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

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

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

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

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

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contribution shall be

computed at the rate of time and one-half or double the required rate of payments or contributions per hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing

overtime, either under this Agreement, the Fair Labor Standards Act, the Walsh-Healey Act or any other law.

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

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

OVERTIME

On all building construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half (1 ½). Time and one-half (1 ½) shall be paid for the first eight (8) hours worked on Saturdays. Time and one-half (1 ½) shall be paid for the first eight (8) hours worked on the four (4) designated off/collectively bargained holidays. Double time (2x) shall be paid on all other holidays referenced in Section 25 (Holidays). All other time shall be paid at double the straight time rate.

On all heavy, highway and engineering construction, including but not limited to the construction, improvement, modification, and demolition of all or any part of streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone or operations incidental to such heavy construction work; the first four (4) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half (1 ½).

Time and one-half (1 ½) shall be paid for the first ten (10) hours worked on Saturday. Time and one-half (1 ½) shall be paid for the first eight (8) hours worked on the four (4) designated off/collectively bargained holidays.

Double time shall be paid on all other holidays referenced in Section 25 (Holidays). All other time shall be paid at double the straight time rate.

**Millwrights have special overtime provisions. Please refer to Millwrights Agreement Appendix B of the Carpenters MLA for these special overtime provisions.*

MEAL PERIOD

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

HEAT ILLNESS COOL DOWN RECOVERY

A heat illness preventative cool-down recovery period of no less than five (5) minutes shall be made available for employees working in high heat conditions in order to prevent heat illness.

Employees believing a preventative cool-down recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling. Such access to shade shall be permitted at all times. Cooling measures other than shade (e.g., use of

misting machines) may be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

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

If an Individual Employer fails to provide an Employee a preventative recovery cool-down period in accordance with this Section, the Individual Employer shall pay the Employee one (1) additional hour of pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No Employee shall be discriminated against for exercising his/her rights pursuant to this Section.

INCLEMENT WEATHER / SHOW UP TIME

Carpenters

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

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

Millwrights

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, employees may voluntarily make up such day on Saturday and shall be paid at the applicable straight time rates. As a courtesy, the Individual Employer shall advise the appropriate District Office of the NCCRC whenever it intends to implement the Saturday make-up day. (The NCCRC District office phone numbers are as follows: Central (510) 568-4788, Northern (916) 641-1041, and Southern (408) 445-3000).

When workers are ordered and dispatched for work and report for work on the same day, they shall be paid hours worked plus two (2) hours reporting, but not to exceed eight (8) hours on a regular eight (8) hour shift.

Except on the first day of employment when workers report to work and no work is provided, they shall receive four (4) hours pay and travel or subsistence, whichever may apply. If a Millwright employee is required to report to work and no work is provided as a result of inclement weather, the employee shall be paid subsistence or travel for the day as spelled out in Section 1, (Travel and Subsistence) whichever may apply.

SUBSISTENCE

1A. On all work covered by this Agreement, as described in this Appendix A, the following shall apply to public projects advertised and private projects bid or negotiated prior to September 1, 2014. In addition, for public projects advertised and private projects bid or negotiated on or after September 1, 2014, the following shall apply through June 30, 2015.

- (a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

Auburn
Chico

Fresno
Jackson

Merced
Monterey

San Jose
Santa Rosa

Willits
Woodland

| | | | |
|----------------------|------------------------|--------------------|-----------------------------|
| Cloverdale Eureka | Kings Beach Manteca | Oakland Redding | South Lake Tahoe Visalia |
|----------------------|------------------------|--------------------|-----------------------------|

- (b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of twenty-five dollars (\$25.00) per day. The Individual Employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.
- (c) The area known as Geysers is a ten-dollar (\$10.00) subsistence zone.
- (d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

1B. On all work covered by this Agreement, as described in this Appendix A, the following shall apply, effective July 1, 2015, for public projects advertised and private projects bid or negotiated on or after September 1, 2014:

- (a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

| | | | | |
|------------|-------------|----------|------------------|----------|
| Auburn | Fresno | Merced | San Jose | Woodland |
| Chico | Jackson | Monterey | Santa Rosa | |
| Cloverdale | Kings Beach | Oakland | South Lake Tahoe | |
| Eureka | Manteca | Redding | Visalia | |

- (b) On any job or projected located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of fifty dollars (\$50.00) per day. The Individual Employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.
- (c) The area known as Geysers is a subsistence zone.
- (d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

2. Exemption to the requirement for payment of subsistence:

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

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

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

TRAVEL PAY

Millwrights have special working rules and receive travel expenses and subsistence in designated areas. Please refer to the Millwright's Agreement, Appendix B, of the Master Labor Agreement, for these special working rules.

PARKING

In the event free parking facilities are not available within 1320 feet (measured by the most direct route on a dedicated vehicular public thoroughfare) of a job site, the Individual Employer will provide such facilities and the Individual Employer shall have the right to designate parking areas to be used.

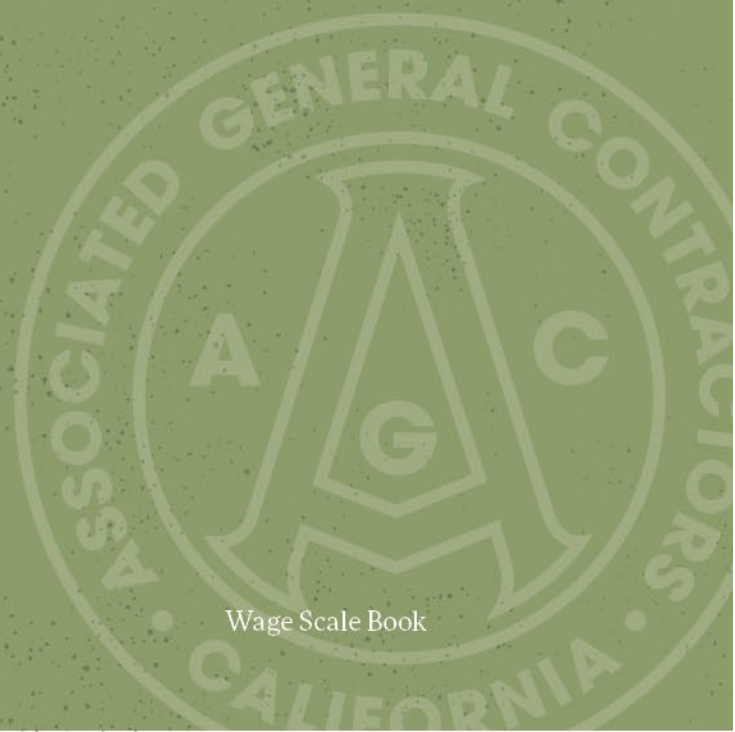
Where, because of congested parking conditions, it is necessary to use public facilities, the Individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be drained and hard surface.

[2018-2023 CARPENTERS MLA](#) EXPIRATION DATE: JUNE 30, 2023



2019-2023

CEMENT MASONS MASTER LABOR AGREEMENT



CEMENT MASONS
Master Labor Agreement Expiration Date: June 30, 2023

FRINGE BENEFIT RATES: July 1, 2020 to June 30, 2021

| | |
|--|-----------------|
| Health & Welfare | \$ 8.60 |
| Pension Plan | \$ 11.41 |
| Vacation/Holiday/Supplemental Dues Plan* | \$ 5.95 |
| Training | \$.60 |
| Contract Administration | \$.08 |
| CIFAC | \$.02 |
| TOTAL: | \$ 26.66 |

Note: Supplemental Dues - Effective for all work performed on or after June 24, 2013, it is agreed that upon authorization as required by law, the amount of **one dollar and seventy-five cents (\$1.85)** per hour for each hour paid for or worked shall be transmitted from the vacation/holiday benefit of each workman and shall be remitted directly to the Union. This amount shall not be deemed to be a part of the Vacation/Holiday benefit, but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the workman. Such remittance shall be made to the Union not less than four times per year.

WAGE RATES: July 1, 2020 to June 30, 2021

| | |
|--|----------|
| Journeyman | \$ 39.20 |
| Swing or Slip Form Scaffolds | \$ 40.20 |
| Mastic Magnesite, Gypsum, Epoxy, Polyester Resin and all Composition | \$ 40.20 |
| Foreman (12% above Journeyperson's rate) | \$ 43.90 |
| General Foreman (20% above Journeyperson's rate) | \$ 47.04 |

APPRENTICE WAGE & FRINGE RATES: July 1, 2020 to June 30, 2021

| PERIOD | WORK HOURS | TRAINING HOURS | WAGE RATE |
|---------------|------------|----------------|-----------|
| First (65%) | 0 | 0 | \$ 25.48 |
| Second (70%) | 700 | 72 | \$ 27.44 |
| Third (75%) | 1,400 | 144 | \$ 29.40 |
| Fourth (80%) | 2,100 | 216 | \$ 31.36 |
| Fifth (85%) | 2,800 | 288 | \$ 33.32 |
| Sixth (95%) | 3,500 | 360 | \$ 37.24 |
| Journey level | 4,200 | 432 | \$ 39.20 |

An Individual Employer may employ apprentices to do all work performed by journeyperson in accordance with this Agreement. The ratio of apprentices to journeyperson shall be a mandatory one (1) apprentice for every four (4) journeyperson and may be as low as one (1) apprentice when at least one (1) journeyperson is employed at the option of the Individual Employer.

APPRENTICE FRINGE BENEFITS: Health & Welfare only for the first six (6) months. FULL fringes thereafter.

FOREMAN & GENERAL FOREMAN

Foreman: Foremen shall be paid twelve percent (12%) above the current journeyperson's wage rate.

General Foreman: When the Individual Employer determines the need for the classification of a General Foreman, he/she shall be paid twenty percent (20%) above the current journeyperson's wage rate.

FUTURE INCREASES:

July 1, 2021 - \$2.45

July 1, 2022 - \$2.25

PUBLIC WORK WAGE FREEZE

On public works projects where a prevailing wage determination by State or Federal Agencies prevail such wage and fringe rates referenced in the bid specs shall remain in effect for the duration of said project.

WORK DAY

Eight (8) consecutive hours starting between 5:00 a.m. and 10:00 a.m., excluding lunch period, except as provided under shift work, shall constitute a regular day's work at straight time rates. However, the Individual Employer may stagger individual employee's starting times within the established starting times of this Agreement at individual jobsites by mutual consent of a majority of the Employees and the Individual Employer providing the Local Union is notified in writing.

Each Employee shall have eight (8) consecutive hours of rest in any twenty-four (24) hour period. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift. If an Employee is required by an Individual Employer to report to work without eight (8) consecutive hours of rest from the end of his regular or overtime shift, he shall be paid for all hours worked at the appropriate overtime rate until he has eight (8) consecutive hours of rest away from the job. Waiting time at the jobsite, when directed by the Individual Employer, without performance of work, shall not be considered a break within the meaning of this Section.

MEAL PERIOD

First (1st) Meal Period: No Employee shall be required to work continuously for more than five (5) hours from the beginning of the scheduled work shift without an opportunity to eat lunch. Each Employee covered by this Agreement shall be permitted to take not less than one-half (½) hour uninterrupted lunch period.

The first (1st) meal period must be completed by the Employee within five and one-half (5 ½) hours of the Employee's starting time for the workday. Meal periods, at the option of the Individual Employer may be staggered at any time after the first three (3) hours from the beginning of the scheduled work shift.

Second (2nd) Meal Period: No Employee shall be required to work continuously for more than ten (10) hours per day without the Individual Employer providing the Employee with an uninterrupted second (2nd) meal period of not less than thirty (30) minutes, provided that if the total hours worked by the Employee are no more than twelve (12) hours for the day.

The second (2nd) meal period may be staggered by the Individual Employer and must be completed by the Employee within ten and one-half (10 ½) hours of the Employee's starting time for the workday. However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second 30-minute meal period so long as the first meal period was taken and the Employee works not more than a total of twelve (12) hours.

The Individual Employer shall compensate such Employee ten dollars (\$20.00) for the purchase of dinner. There shall be no loss of wages during the evening meal period. In the event, for reasons beyond the control of the Individual Employer, it is not possible for the Employees to purchase an adequate meal, dinner may be provided by the Individual Employer.

Meal Period Penalty

Double time (2.0x) rate shall be paid to Employees required to work during or beyond any of their mandated meal periods. The double time (2.0x) rate shall be paid from the missed scheduled meal period start time until the

Employee is provided the applicable uninterrupted one-half (½) meal period or the end of the shift, whichever occurs first.

Should any provision of California State Labor Code Section 512 be amended during the term of this Agreement, the parties agree to meet to address those changes in accordance with Section 14 (General Savings Clause) of this Agreement.

Any meal period disputes arising from these provisions shall be subject solely and exclusively to the grievance procedures set forth in this Agreement and must be brought to the Employer and the Individual Employer's attention, in writing, by the Union or Employee within ten (10) calendar days after the Individual Employer's regular pay day for any alleged violation of the meal period provisions. Decisions resolving disputes arising out of the grievance procedures shall be final and binding upon both parties.

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

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

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

HEAT ILLNESS PREVENTATIVE RECOVERY PERIOD

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

If an Individual Employer fails to provide an Employee a preventative recovery cool-down period in accordance with this Section, the Individual Employer shall pay the Employee one (1) additional hour of straight-time pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No Employee shall be discriminated against for exercising his/her rights pursuant to this Section.

WORKING RULES DISPUTES

All disputes concerning working rules, rest periods, and heat illness preventative recovery periods are solely and exclusively subject to the grievance procedures set forth in this Agreement and must be brought to the attention of the Employer and Individual Employer, in writing, by the Union or Employee within ten (10) calendar days of the commission of the alleged violation. Under no circumstances shall an Individual Employer be liable for more than one (1) rest break or heat illness preventative recovery period penalty per Employee per work day. Any

penalties paid under this section shall neither include any fringe benefits nor be used in calculating overtime hours. Decisions resolving disputes arising out of the grievance procedures shall be final and binding upon both parties.

WORK WEEK

The regular work-week shall consist of forty (40) hours, Monday through Friday, at straight time rates.

Four by Ten Work-Week (4 x 10) – An Individual Employer may establish a work-week of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

On a job where a craft with whom the Individual Employer has negotiated a short work-week terminates early on Friday, the Individual Employer will keep the Cement Mason employed the balance of work day when the Individual Employer determines that work is available. (See Attachment A (Letter of Agreement) attached.)

OVERTIME

On regular work days from Monday through Friday, time and one-half (1 ½) shall be paid for overtime worked in excess of eight (8) hours in any one (1) day. Time and one-half (1 ½) shall be paid for the first eight (8) hours worked on Saturdays unless Saturday is a make up day per Section 7(C). Double time (2.0x) shall be paid for all overtime worked after eight hours on Saturdays and for all time worked on Sundays and Holidays.

SHIFT WORK

Where multiple shifts are worked, if the Individual Employer elects to work the day shift starting between the hours of 5:00 a.m. and 10:00 a.m., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2nd) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for (8) hours; if a third (3rd) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than five (5) consecutive work days.

Where predetermined conditions exist as advertised by the bidding authority requiring a starting time outside of the established starting times, a special single shift differential of three dollars (\$3.00) per hour shall apply.

It is agreed that the Individual Employer and the Employees hereby affected may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

When, upon requirement of the awarding authority, the Individual Employer produces evidence in writing to the Union of a bona fide job requirement or, due to safety conditions or other requirements, such work may be

performed on single or double shift basis and an Employee shall work eight (8) consecutive hours for which he shall receive eight (8) hours' straight time pay, Monday through Friday. Any Employee who reports to work on such special shift and for whom work is provided shall receive not less than eight (8) hours' straight time pay. The Individual Employer shall notify the Local Union having area jurisdiction before starting such special shift and shall confirm the notice, in writing, within twenty-four (24) hours following the start of the special shift. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for Employees, or counter-productive to the performance of work, the special shift may commence on Sunday with double time (2x) to be paid from the start of the shift to 8:00 p.m. and the applicable straight-time rate paid from 8:00 p.m. until completion of the eight (8) hour special shift.

It is further agreed that in the event the special shift starts on Sunday, the sixth (6th) day of the work week shall be considered as the Employee's Saturday and the seventh (7th) day of the work week shall be considered the Employee's Sunday for purpose of computing overtime.

Special single shifts may be used in conjunction with any other shifts. The special single shift premium shall only apply to work that is mandated to be performed outside the normal shift hours. All other work on the project performed during the normal day shift shall be paid at the regular rate of pay.

When, upon requirement of the awarding authority, the employer produces evidence in writing to the Union of a bona fide job requirement or, due to safety conditions or other requirements, such work may be performed on single or double shift basis and an Employee shall work eight (8) consecutive hours for which he shall receive eight (8) hours' straight time pay, Monday through Friday. Any Employee who reports to work on such special shift and for whom work is provided shall receive not less than eight (8) hours' straight time pay. The Individual Employer shall notify the Local Union having area jurisdiction before starting such special shift and shall confirm the notice, in writing, within twenty-four (24) hours following the start of the special shift.

SHOW UP TIME & INCLEMENT WEATHER

Any workman reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before the end of his last preceding shift not to report. Any Employee who reports to work and for whom work is provided shall receive not less than four (4) hours' pay and if more than four (4) hours are worked in any one (1) day shall receive not less than a full day's pay therefore, unless, prevented from working for reasons beyond the control of the Individual Employer, including but not limited by such factors as inclement weather or breakdown causing discontinuance of a major unit of the project during which time workmen are not required or requested to remain on the job by the Individual Employer or his agent.

EXPENSE OUT OF TOWN (Subsistence)

The Individual Employer, when transporting an Employee from his home area dispatch office to localities outside the jurisdiction of the Employee's home area dispatch office, requiring the Employee to live away from home for "jobs of short duration" shall reimburse the Employee for board and room expenses, or may, at Individual

Employer's option, pay the Employee per diem of sixty-five dollars (\$65.00) per day for each day he is required to spend the night and is available for work.

For the application of this Section only, "jobs of short duration" shall be interpreted to mean jobs of two (2) months or less. In the event the job or project is more than two (2) months in duration, the Individual Employer will have the option of: (1) continuing the Employee and reimbursing as outlined above, or (2) lay off the Employee without any restriction options of accepting layoff or transferring to the Local Area dispatch office and provide return travel expenses to his home base; or, the Employee will have the option of accepting layoff or transferring to the Local Area having jurisdiction over the job and receiving travel and/or subsistence applicable to the Employee member of the Local Area dispatch office.

TRAVEL PAY

For jobs bid on or after June 15, 2005, the following provisions apply:

"Travel Expense" is defined as reimbursement for gas, oil, tires and auto maintenance and is not a wage or reimbursement for time spent in travel to or from the jobsite. No Employee shall be disciplined for refusing to travel in a company vehicle to or from the jobsite.

"Traveling Centers" are defined as those area dispatch offices that existed on June 28, 1999 in Exhibit A (1999 CM MLA Travel Centers). Effective June 15, 2005, any job located fifty (50) miles or less from a Traveling Center shall not be subject to travel expense pay.

Each Employee covered by this Agreement who travels over fifty (50) miles to the place of reporting for work from his residence or the location of the Area Dispatch Office having jurisdiction over the project, whichever is closer, shall be paid at the Federal Reimbursement rate per mile for all miles traveled outside the fifty (50) road miles and return to the fifty (50) mile mark only.

It is understood that travel expenses shall be paid for each day a worker travels and is employed in work covered by this Agreement, but no later than once a week or upon termination whichever is sooner.

On Canal and Highway jobs the geographical midpoint of the job shall be considered as the reporting point for the purpose of travel expense pay. On all other jobsites, the project office shall be considered as the place of reporting for work for the purpose of travel expense pay.

The Individual Employer agrees that no project office will be established in an area closer than fifty (50) miles in an effort to defeat the travel expense procedure herein established.

PARKING

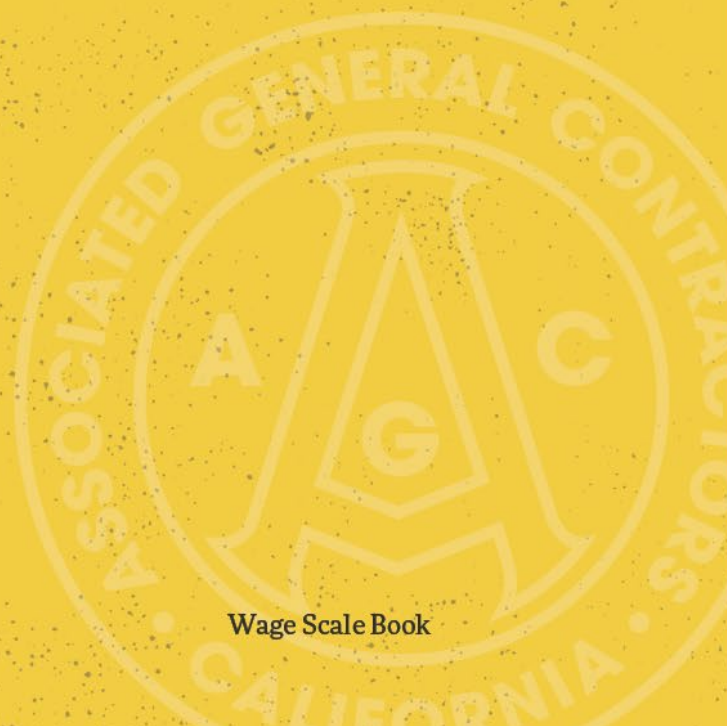
In the event parking facilities are not available within three (3) blocks of a jobsite, the Individual Employer will provide such facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions it is necessary to use public facilities, the Individual Employer shall reimburse the Employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof; such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. The area covered by this Agreement shall be the City of Sacramento, City and County of San Francisco, and the Counties of Alameda, San Mateo, Marin, Contra Costa, and Santa Clara.

2019-2023 CEMENT MASONS MLA EXPIRATION DATE: JUNE 30, 2023



2017-2020

IRON WORKERS MASTER LABOR AGREEMENT



IRON WORKERS (Statewide)

Master Labor Agreement Expiration Date: June 30, 2020 (Extension of MLA to 12/31/2020)

JOURNEYMAN WAGES: July 1, 2020 to December 31, 2020

| | FIELD | FENCE ERECTORS |
|--------------------|----------|----------------|
| Journeyman Area 1a | \$ 42.50 | \$ 36.08 |
| Journeyman Area 2a | \$ 41.00 | \$ 34.58 |

***Area 1:** ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES.

***Area 2:** ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, IMPERIAL, INYO, KERN, KINGS, LAKE, LASSEN, LOS ANGELES, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONO, MONTEREY, NAPA, NEVADA, ORANGE, PLACER, PLUMAS, RIVERSIDE, SACRAMENTO, SAN BENITO, SAN BERNARDINO, SAN DIEGO, SAN JOAQUIN, SAN LUIS OBISPO, SANTA BARBARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, VENTURA, YOLO, AND YUBA COUNTIES.

FOREMAN DIFFERENTIAL:

Effective July 1, 2003, Foremen shall be paid not less than 10% more than the regular hourly rate of the highest journeyman Iron Worker classification over which they have supervision. When two (2) or more Iron Workers are employed, one (1) shall be selected by the Individual Employer to act as Foreman and shall receive a Foreman's wages.

JOURNEYMAN FRINGE BENEFITS: July 1, 2020 to December 31, 2020

| | FIELD | FENCE ERECTORS |
|----------------------------------|-----------------|------------------|
| Vacation/Supplemental Dues | \$ 5.30 | \$ 3.92 |
| Annuity Fund | \$ 4.06 | \$ 3.51 |
| Health & Welfare Plan | \$ 10.05 | \$ 7.88 |
| Pension Plan | \$ 13.32 | \$ 8.99 |
| Apprenticeship | \$.72 | \$.51 |
| Administrative | \$.03 | \$.03 |
| Market Retention Plan (LMCT) | \$.34 | \$.01 |
| IMPACT | \$.00 | \$.00 |
| ADR Workers' Comp Program (WCTF) | \$.035 | \$.035 |
| TOTAL: | \$ 33.86 | \$ 24.885 |

APPRENTICE WAGES AREA 1: July 1, 2020 to December 31, 2020

| PERIOD | PERCENTAGE | FIELD (Wage Based on \$42.50) | FENCE ERECTORS (Wage Based on \$36.08) |
|----------------|------------|----------------------------------|---|
| First Period | 50% | \$ 21.25 | \$ 18.04 |
| Second Period | 55% | \$ 23.38 | \$ 19.84 |
| Third Period | 60% | \$ 25.50 | \$ 21.65 |
| Fourth Period | 65% | \$ 27.63 | \$ 23.45 |
| Fifth Period | 75% | \$ 31.88 | \$ 27.06 |
| Sixth Period | 80% | \$ 34.00 | \$ 28.86 |
| Seventh Period | 90% | \$ 38.25 | \$ 32.47 |
| Eighth Period | 95% | \$ 40.38 | \$ 34.28 |

IRON WORKERS (Statewide): July 1, 2020 to December 31, 2020 (Continued)

APPRENTICE FRINGE RATES AREA 1:

FIELD Apprentice Fringe Benefits:

| PER. | VACATION | ANNUITY | WELFARE | PENSION | APPRENT | ADMIN | LMCT | IMPACT | WCTF | TOTAL |
|---------|----------|---------|---------|---------|---------|--------|--------|--------|---------|----------|
| First | \$5.30 | n/a | \$5.50 | n/a | \$0.72 | n/a | n/a | \$0.00 | \$0.035 | \$11.555 |
| Second | \$5.30 | n/a | \$10.05 | n/a | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$16.475 |
| Third | \$5.30 | n/a | \$10.05 | \$3.33 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$19.805 |
| Fourth | \$5.30 | \$2.03 | \$10.05 | \$3.33 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$21.835 |
| Fifth | \$5.30 | \$2.03 | \$10.50 | \$6.66 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$25.165 |
| Sixth | \$5.30 | \$2.03 | \$10.05 | \$6.66 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$25.165 |
| Seventh | \$5.30 | \$4.06 | \$10.05 | \$9.99 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$30.525 |
| Eighth | \$5.30 | \$4.06 | \$10.05 | \$9.99 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$30.525 |

FENCE ERECTOR Apprentice Fringe Benefits AREA 1:

| PER. | VACATION | ANNUITY | WELFARE | PENSION | APPRENT | ADMIN | LMCT | IMPACT | WCTF | TOTAL |
|---------|----------|---------|---------|---------|---------|--------|--------|--------|---------|----------|
| First | \$3.92 | n/a | \$5.50 | n/a | \$0.51 | n/a | n/a | \$0.00 | \$0.035 | \$ 9.965 |
| Second | \$3.92 | n/a | \$7.88 | n/a | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$12.285 |
| Third | \$3.92 | n/a | \$7.88 | \$2.25 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$14.635 |
| Fourth | \$3.92 | \$1.76 | \$7.88 | \$2.25 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$16.395 |
| Fifth | \$3.92 | \$1.76 | \$7.88 | \$4.50 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$18.645 |
| Sixth | \$3.92 | \$1.76 | \$7.88 | \$4.50 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$18.645 |
| Seventh | \$3.92 | \$3.51 | \$7.88 | \$6.74 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$22.635 |
| Eighth | \$3.92 | \$3.51 | \$7.88 | \$6.74 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$22.635 |

KEY:

APPRENT = Apprenticeship Fund **ADMIN** = Administrative Trust **LMCT** = Labor Management Cooperative Trust
IMPACT = Ironworkers Management Progressive Action Cooperative Trust **WCTF** = Workers Compensation Trust Fund

IRON WORKERS (Statewide): July 1, 2020 to December 31, 2020 (Continued)

AREA 2 - \$1.15 Allocation for California & Nevada (EXCLUDING BAY AREA REGION) - 7/1/20 - 12/31/20

AREA 2 FRINGE BENEFIT CONTRIBUTION RATES:

| | |
|--|----------------------------|
| Vacation/PTO/Supplemental Dues | \$ 5.30 (\$0.05 Increase) |
| Annuity Fund | \$ 4.06 |
| Health & Welfare Plan..... | \$ 10.05 (\$0.10 Increase) |
| Pension Plan..... | \$ 13.32 |
| Apprenticeship..... | \$ 0.72 |
| Administrative | \$0.03 |
| Market Retention Plan (LMCT)..... | \$ 0.34 |
| IMPACT | \$ 0.00 |
| ADR Workers' Comp Program (WCTF) | \$ 0.035 |
| TOTAL | \$ 33.86 |

AREA 2 JOURNEYMAN WAGE RATE (EXCLUDING BAY AREA REGION):

Journeyman – Field **\$ 41.00**

Foreman: A Foreman shall be paid not less than 10% more than the regular hourly rate of the highest Journeyman Iron Worker classification over which they have supervision.

AREA 2 APPRENTICE WAGE RATES (EXCLUDING BAY AREA REGION): (Based on \$41.00)

| Period | Percentage | Wage Rate |
|----------------|------------|-----------|
| First Period | 50% | \$ 20.50 |
| Second Period | 55% | \$ 22.55 |
| Third Period | 60% | \$ 24.60 |
| Fourth Period | 65% | \$ 26.65 |
| Fifth Period | 75% | \$ 30.75 |
| Sixth Period | 80% | \$ 32.80 |
| Seventh Period | 90% | \$ 36.90 |
| Eighth Period | 95% | \$ 38.95 |

AREA 2 APPRENTICE FRINGE BENEFITS (EXCLUDING BAY AREA REGION):

| Period | Vacation | Annuity | Welfare | Pension | Apprent | Admin | LMCT | IMPACT | WCTF | Total |
|----------------|----------|---------|---------|---------|---------|--------|--------|--------|---------|----------|
| First | \$5.30 | n/a | \$5.50 | n/a | \$0.72 | n/a | n/a | \$0.00 | \$0.035 | \$11.555 |
| Second | \$5.30 | n/a | \$10.05 | n/a | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$16.925 |
| Third | \$5.30 | n/a | \$10.05 | \$3.33 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$19.805 |
| Fourth | \$5.30 | \$2.03 | \$10.05 | \$3.33 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$21.835 |
| Fifth | \$5.30 | \$2.03 | \$10.05 | \$6.66 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$25.165 |
| Sixth | \$5.30 | \$2.03 | \$10.05 | \$6.66 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$25.165 |
| Seventh | \$5.30 | \$4.06 | \$10.05 | \$9.99 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$30.525 |
| Eighth | \$5.30 | \$4.06 | \$10.05 | \$9.99 | \$0.72 | \$0.03 | \$0.34 | \$0.00 | \$0.035 | \$30.525 |

Key:

Apprent = Apprenticeship Fund **Admin** = Administrative Trust **LMCT** = Labor Management Coop. Trust **IMPACT** = Ironworkers Management Progressive Action Coop. Trust **WCTF** = Workers Comp. Trust Fund

AREA 2: \$1.15 Allocation for California & Nevada (EXCLUDING BAY AREA REGION) – 7/1/20 – 12/31/20

AREA 2 FRINGE BENEFIT CONTRIBUTION RATES:

| | |
|--|---------------------------|
| Vacation/PTO/Supplemental Dues | \$ 3.92 (\$0.05 Increase) |
| Annuity Fund | \$ 3.51 |
| Health & Welfare Plan..... | \$ 7.88 (\$0.10 Increase) |
| Pension Plan..... | \$ 8.99 |
| Apprenticeship..... | \$ 0.51 |
| Administrative | \$0.03 |
| Market Retention Plan (LMCT) | \$ 0.01 |
| IMPACT | \$ 0.00 |
| ADR Workers' Comp Program (WCTF) | \$ 0.035 |
| TOTAL | \$ 24.885 |

* Vacation/Supplemental Dues is added to the hourly wage rate to establish the gross pay. The gross pay amount is subject to normal payroll deductions. After normal deductions, the full vacation/supplemental dues contribution is deducted,

IRON WORKERS (Statewide): July 1, 2020 to December 31, 2020 (Continued)

reported and paid with the monthly trust fund contributions. For purposes of calculating overtime, vacation-holiday-supplemental dues and other fringe benefits are not included.

AREA 2 JOURNEYMAN WAGE RATE (EXCLUDING BAY AREA REGION):

Journeyman – Fence **\$ 34.58**

Foreman: A Foreman shall be paid not less than 10% more than the regular hourly rate of the highest Journeyman Iron Worker classification over which they have supervision.

AREA 2 APPRENTICE WAGE RATES (EXCLUDING BAY AREA REGION): (Based on \$34.58)

| Period | Percentage | Wage Rate |
|----------------|------------|-----------|
| First Period | 50% | \$ 17.29 |
| Second Period | 55% | \$ 19.02 |
| Third Period | 60% | \$ 20.75 |
| Fourth Period | 65% | \$ 22.48 |
| Fifth Period | 75% | \$ 25.94 |
| Sixth Period | 80% | \$ 27.66 |
| Seventh Period | 90% | \$ 31.12 |
| Eighth Period | 95% | \$ 32.85 |

AREA 2 APPRENTICE FRINGE BENEFITS (EXCLUDING BAY AREA REGION):

| Period | Vacation | Annuity | Welfare | Pension | Apprent | Admin | LMCT | IMPACT | WCTF | Total |
|---------|----------|---------|---------|---------|---------|--------|--------|--------|---------|----------|
| First | \$3.92 | n/a | \$5.50 | n/a | \$0.51 | n/a | n/a | \$0.00 | \$0.035 | \$9.965 |
| Second | \$3.92 | n/a | \$7.88 | n/a | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$12.385 |
| Third | \$3.92 | n/a | \$7.88 | \$2.25 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$14.635 |
| Fourth | \$3.92 | \$1.76 | \$7.78 | \$2.25 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$16.295 |
| Fifth | \$3.92 | \$1.76 | \$7.88 | \$4.50 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$18.645 |
| Sixth | \$3.92 | \$1.76 | \$7.88 | \$4.50 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$18.645 |
| Seventh | \$3.92 | \$3.51 | \$7.88 | \$6.74 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$22.635 |
| Eighth | \$3.92 | \$3.51 | \$7.88 | \$6.74 | \$0.51 | \$0.03 | \$0.01 | \$0.00 | \$0.035 | \$22.635 |

Key:

Apprent = Apprenticeship Fund **Admin** = Administrative Trust **LMCT** = Labor Management Coop. Trust **IMPACT** = Ironworkers Management Progressive Action Coop. Trust **WCTF** = Workers Comp. Trust Fund

MEAL PERIOD

If workmen are required to work continuously for more than four and one-half (4-½) hours, or five (5) hours when the normal starting time is established before 8 a.m., without an opportunity for lunch during the period of a normal shift, they shall receive overtime pay for work after the four and one-half (4-½) hours (or five (5) hours), until the opportunity to take time for lunch is afforded and shall thereafter be allowed a reasonable opportunity to eat lunch on the Individual Employer's time. (Example: 6 a.m. starting time - 5 hours; 7 a.m. starts time - 5 hours; 8 a.m. starting time - 4-½ hours).

OVERTIME

Time and one-half (1-1/2) shall be paid for the first two (2) hours worked in excess of eight (8) hours on any regular work day, Monday through Friday. Time and one half (1-1/2) shall be paid for the first eight (8) hours worked on Saturday and double (2x) time shall be paid for all hours worked in excess of eight (8) hours. All

other overtime worked, including Sundays and holidays, shall be paid at the double (2x) time rate. Overtime pay shall be computed by not less than half-hour (1/2) increments. No work shall be performed on Labor Day except to save life and property.

SHIFT WORK

When two (2) shifts are employed, the first shift (morning shift) shall work up to eight (8) hours and shall be paid for each hour worked, or proportionate part thereof, the basic wage rate. The second shift shall work up to eight (8) hours and shall be paid for each hour worked, or proportionate part thereof, the basic wage rate plus a premium equal to 6% of the basic wage rate. The third shift shall work up to eight (8) hours and shall be paid for each hour worked, or proportionate part thereof, the basic wage rate plus a premium equal to 13% of the basic wage rate.

When two (2) shifts are employed on any job, the second shift shall start not later than 5:30 p.m.

When three (3) shifts are employed on any job, the third shift shall start not later than 2:30 a.m.

The Friday shift ending on Saturday morning will be considered Friday work. The Sunday shift ending on Monday morning will be considered Sunday work.

There shall be no more than three (3) shifts worked in any twenty-four (24) hour period. Employees will have a minimum of eight (8) hours break between the ending of a shift and the beginning of another shift.

On all shift work, the "morning" shift, starting at 5:00am to 9:00 a.m. (or earlier by mutual agreement) shall be considered as the first shift.

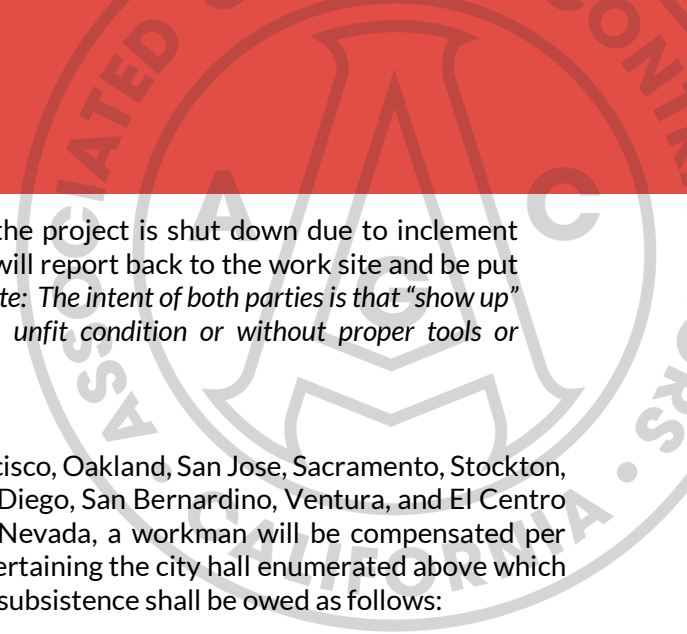
Dedicated Shift Work – The Employer may establish a dedicated shift outside of the regular work day of not less than three (3) days duration on the basis of eight (8) hours worked for eight (8) hours paid, or a proportionate part thereof for the time worked, the basic wage rate plus a premium equal to 6% of the basic wage rate. Dedicated shifts may not be used for amusement park facilities currently covered by an existing Project Labor Agreement (PLA).

SHOW UP TIME & INCLEMENT WEATHER

When an employee is ordered by the Individual Employer or his representative to report for work and then through no fault of the employee is not put to work, said employee shall be paid a "show-up" expense of sixty dollars (\$60.00). If an employee is put to work, he shall receive not less than four (4) hours pay at the straight time hourly rate. If an employee works more than four (4) hours but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight time hourly rate. Pay for hours worked beyond the first six (6) hours shall be figured on the basis of actual hours worked. In all cases, the employee must remain on the job unless released by the Individual Employer. On Saturdays, Sundays and holidays "show up" expense will be computed at the applicable overtime factor.

On jobs located outside the free zones, employees, who report for work and for whom no work is provided, shall be paid a "show-up" expense of \$60.00 in addition to subsistence Mondays through Fridays. On Saturdays, Sundays and holidays, "show-up" expense will be based on the applicable overtime factor; provided that, to qualify for "show-up" expense on any day the workman must remain at the jobsite for two (2) hours, available for work, unless released by the Individual Employer or his representative.

An Individual Employer shall advise an employee before the end of the shift that the Individual Employer's work is suspended due to inclement weather. This shall not constitute a layoff. The employee shall be notified at least two (2) hours in advance of the normal starting time to report back to work. When the employee has no telephone or cannot be reached, the Individual Employer shall provide a telephone number for the employee



to call and receive instructions on reporting to work. In the event the project is shut down due to inclement weather for more than two (2) consecutive work days, the employee will report back to the work site and be put to work or receive his/her "show-up" expense and termination pay. *Note: The intent of both parties is that "show up" expense shall not be paid when the workman appears for work in an unfit condition or without proper tools or qualifications.*

SUBSISTENCE PAY

Where a job is located 60 miles or more from the City Hall of San Francisco, Oakland, San Jose, Sacramento, Stockton, Bishop, Fresno, Bakersfield, Eureka, Redding, Napa, Los Angeles, San Diego, San Bernardino, Ventura, and El Centro of the State of California, and Reno and Las Vegas of the State of Nevada, a workman will be compensated per scheduled work day for the job. Subsistence pay is determined by ascertaining the city hall enumerated above which is closest to the job. If the job is more than 60 miles from that city hall, subsistence shall be owed as follows:

| | |
|---|----------|
| Sixty (60) miles to Seventy-five (75) miles..... | \$ 20.00 |
| Seventy-five (75) miles to One-hundred (100) miles..... | \$ 25.00 |
| One-hundred (100) miles and over..... | \$ 75.00 |

Mileage will be the actual number of miles traveled over the most direct regularly traveled route between the job and the designated point. When an out-of-town job is of one day's duration, a workman shall be paid travel reimbursement to and from the job. He shall not, in addition, be paid subsistence. If a workman is shipped from one free zone into another free zone the workman shall be paid subsistence in accordance with Section 9A. The workman's initial free zone shall be the city hall listed above closest to his/her point of hire. For purposes of this paragraph the free zone shall be limited to the free zone closest to the point of hire.

FEDERAL INSTALLATIONS

In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by three dollars (\$3.00) per hour for all work performed at the following locations:

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by four dollars and fifty cents (\$4.50) per hour for all worked performed at the following locations:

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by six dollars (\$6.00) per hour for all worked performed at the following locations:

| | |
|----------------------------------|--|
| China Lake Naval Test Station | Chocolate Mountains Naval Reserve-Niland |
| San Nicholas Island | 29 Palms-Marine Corps |
| Camp Roberts | San Clemente Island |
| U.S. Marine Base-Barstow | Fort Hunter Ligget |
| Vandenberg Air Force Base | Edwards Air Force Base |
| Fort Irwin Military Station | Fort Irwin Training Center-Goldstone |
| U.S. Naval Air Facility – Sealey | |

In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased for all work performed at the following locations:

| | |
|--|-------------------------------------|
| Army Defense Language Inst. – Monterey | Fallon Air Base |
| Naval Post Graduate School – Monterey | Yermo Marine Corps Logistics Center |
| Effective dates: | |
| July 1, 2005 | \$ 3.00 per hour |
| July 1, 2006 | \$ 4.00 per hour |



IRON WORKERS (Statewide): July 1, 2020 to December 31, 2020 (Continued)

In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased for all work performed at the following locations:

| Port Hueneme | Port Mugu | United States Coast Guard Station – Two Rock |
|------------------|------------------------------|--|
| Effective dates: | July 1, 2005 July 1, 2006 | \$ 1.50 per hour \$ 2.00 per hour |

TRAVEL EXPENSE

When an Individual Employer hires workmen for a job more than 60 miles away from the City Hall in those cities listed in Section 9, Paragraph A, the workmen shall be paid travel reimbursement and subsistence, in accordance with the Agreement, whether or not the job is located within another expense-free zone as provided by this Agreement. The Individual Employer shall pay bridge, ferry and toll road fares.

TRAVEL REIMBURSEMENT

Travel reimbursement will be paid by the Individual Employer as follows:

| | |
|--|----------|
| Sixty (60) miles to seventy-five (75) miles | \$ 25.00 |
| Seventy-five (75) miles to one-hundred (100) miles | \$ 50.00 |
| One-hundred (100) miles and over | \$ 60.00 |
| Each additional fifty (50) miles | \$ 25.00 |

Such payments shall be based on travel from the City Hall in those cities listed in Section 9, Paragraph A. The workmen shall be paid a travel reimbursement at the beginning and completion of the job. This reimbursement is in addition to subsistence as provided in this Agreement. Mileage will be the actual number of miles traveled over the most direct regularly traveled route between the job and the designated point.

CONGESTION ZONE FEE

San Francisco (including Yerba Buena Island) – Due to the unique parking and congestion problems common in San Francisco, each Iron Worker working in the City of San Francisco, as defined below, shall receive \$13.00 per day as a Congestion Zone Fee. The Congestion Zone Fee shall be considered expense reimbursement and shall not be paid on days where show-up expense is paid. The City of San Francisco is defined as the city limits of San Francisco (as described by the San Francisco County Recorder's Office as of July 1, 1998), the Golden Gate Bridge in its entirety, and the west side of the San Francisco Bay Bridge up to and including Treasure Island.

The Congestion Zone will not apply to work performed in a permanent yard relative to loading and unloading company equipment.

Effective July 1, 2015, the Congestion Zone Fee for the counties of Santa Clara, Alameda, and San Mateo shall be nine dollars (\$9.00) per day.

Effective July 1, 2015, the Congestion Zone Fee for the County of San Francisco only shall be thirteen dollars (\$13.00) per day.

Effective July 1, 2018, the following county and City shall be added to the Congestion Zone Fee: Contra Costa County; City of Los Angeles. Jobs bid prior to the effective date shall be excluded.

Effective July 1, 2018, the Congestion Zone Fee for the Contra Costa County shall be \$9.00 per day.

Effective July 1, 2018, the Congestion Zone Fee for the City of Los Angeles shall be \$1.00 per day.

Effective July 1, 2019, the Congestion Zone Fee for the City of Los Angeles shall be \$3.00 per day.

IRON WORKERS (Statewide): July 1, 2020 to December 31, 2020 (Continued)

Effective July 1, 2020, the Congestion Zone Fee for the City of Los Angeles shall be \$5.00 per day.

PARKING FEES

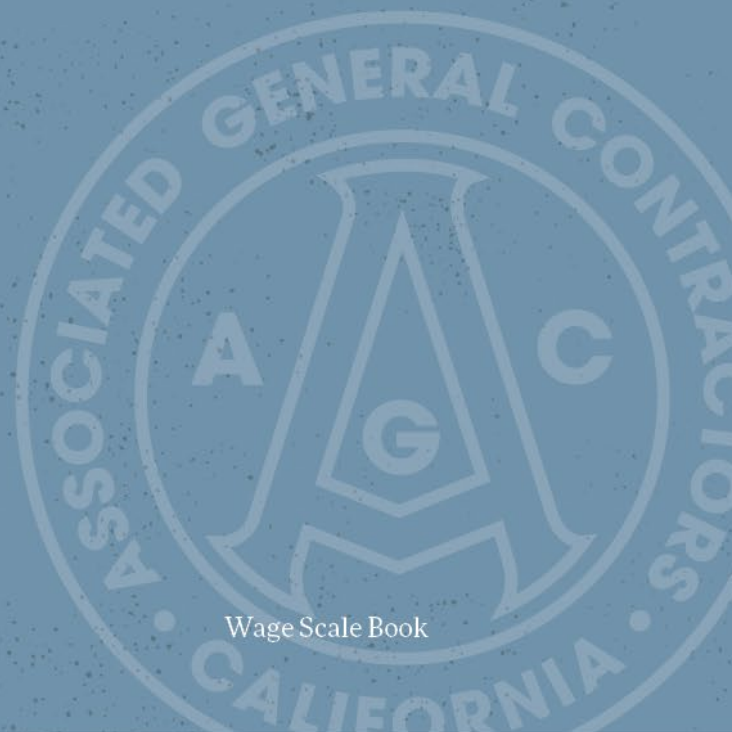
In congested areas the Individual Employer shall provide, or pay for, parking facilities for workmen where free parking is not available within three (3) standard blocks of the job. Bona fide validated parking tickets must be submitted to the Individual Employer.

2017 – 2020 IRON WORKERS MLA EXPIRATION DATE: June 30, 2020



2018-2023

LABORERS MASTER LABOR AGREEMENT



LABORERS (MASTER)
Master Labor Agreement Expiration Date: June 30, 2023

FRINGE BENEFITS: June 29, 2020 to June 28, 2021

| | |
|----------------------------------|-----------------|
| Health & Welfare | \$ 8.70 |
| Retiree Health & Welfare | \$.30 |
| Pension | \$ 8.96 |
| Vacation/Holiday/Dues Supplement | \$ 3.05 |
| Training/Retraining/LECET | \$.50 |
| Contract Administration | \$.08 |
| Annuity | \$ 4.00 |
| Industry Stabilization | \$.20 |
| TOTAL: | \$ 25.79 |

WAGE RATES: June 29, 2020 to June 28, 2021

RATE A (6 County Area): Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

RATE B (40 County Area): Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

| CLASSIFICATIONS | <u>RATE A</u> | <u>RATE B</u> |
|--------------------------------|----------------------|----------------------|
| Construction Specialist | \$ 33.50 | \$ 32.50 |
| Group 1 | \$ 32.80 | \$ 31.80 |
| Group 1(a) | \$ 33.02 | \$ 32.02 |
| Group 1(c) | \$ 32.85 | \$ 31.85 |
| Group 1(e) | \$ 33.35 | \$ 32.35 |
| Group 1(g) Contra Costa County | \$ 33.00 | N/A |
| Group 2 | \$ 32.65 | \$ 31.65 |
| Group 3 | \$ 32.55 | \$ 31.55 |
| Group 3(a) | \$ 32.55 | \$ 31.55 |
| Group 4 | \$ 26.24 | \$ 25.24 |

***Labor Foreman: \$2.50 per hour above highest classification under direction of foreman**

| <u>Gunite, Shot Crete, Panel Crete and Similar Type Work:</u> | <u>RATE A</u> | <u>RATE B</u> |
|--|----------------------|----------------------|
| Structural Nozzelman | \$ 33.76 | \$ 32.76 |
| Nozzelman, Gunman and Potman | \$ 33.26 | \$ 32.26 |
| Rodman | \$ 33.26 | \$ 32.26 |
| Aligner | \$ 33.38 | \$ 32.38 |
| Helper | \$ 32.40 | \$ 31.40 |
| Groundman | \$ 33.26 | \$ 32.26 |
| Gunite Trainee** | \$ 26.24 | \$ 25.24 |
| Reboundman | \$ 32.67 | \$ 31.67 |
| General Laborers | \$ 32.55 | \$ 31.55 |

***Gunit Foreman: Labor Foreman: \$2.50 per hour above highest classification under direction**

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

WAGES: June 29, 2020 to June 28, 2020 ~ cont'd

Wrecking Work

| | <u>RATE A</u> | <u>RATE B</u> |
|--------------------------------|----------------------|----------------------|
| Skilled Wrecker (Group 1) | \$ 32.80 | \$ 31.80 |
| Semi-skilled Wrecker (Group 2) | \$ 32.65 | \$ 31.65 |

Gardeners, Horticultural & Landscape Workers

| | | |
|---|----------|----------|
| Gardeners, Horticultural & Landscape Laborers (new construction) | \$ 32.55 | \$ 31.55 |
| Service Landscape Laborers | \$ 26.24 | \$ 25.24 |

Landscape Laborer Trainee

| | | |
|------------------|----------|----------|
| 1st 6 mos. @ 70% | \$ 22.79 | \$ 22.09 |
| 2nd 6 mos. @ 80% | \$ 26.04 | \$ 25.24 |
| 3rd 6 mos. @ 90% | \$ 29.30 | \$ 28.40 |

FOREMAN

Labor Foremen – shall receive two dollars (\$2.50) per hour above any classification in this Agreement working under his direction.

APPRENTICE WAGE & FRINGE RATES: June 29, 2020 to June 28, 2021

Apprentices indentured prior to January 1, 2015 will only be required to complete the 3,600 hour apprenticeship program that was in effect prior to the 4,000 hour program that took effect on January 1, 2015. All apprentices indentured on or after January 1, 2015 will be required to complete the 4,000 hour program.

Apprentice Wages based upon Group 3 [\$32.55 – Rate A / \$31.55 – Rate B]

| PERIOD | HOURS | PERCENTAGE OF JOURNEYMAN RATE | RATE A | RATE B |
|------------------------|-------------------|-------------------------------|---------|---------|
| 1 st Period | 1 – 1000 Hours | 65% | \$21.16 | \$20.51 |
| 2 nd Period | 1001 – 2000 Hours | 70% | \$22.79 | \$22.09 |
| 3 rd Period | 2001 – 3000 Hours | 80% | \$26.04 | \$25.24 |
| 4 th Period | 3001 – 4000 Hours | 90% | \$29.30 | \$28.40 |

Questions regarding the above changes can be directed to Jeff Armstrong, Apprenticeship Director at the Laborers Training Center at jamstrong@norcaltc.org or (925) 828-2513.

APPRENTICE WAGE & FRINGE RATES ~ cont'd

Apprentices Indentured on or after January 1, 2015:

Fringe Benefits: 1st 1000 hours receive – Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization only.

1001 hours - 4000 hours receive - Full fringe benefits.

GROUPS (CLASSIFICATIONS)

CONSTRUCTION SPECIALIST

(New or additional classification subject to Section 14A)

Asphalt Ironers and Rakers

Cast in place manhole form setters

Certified Welder

Chainsaw

Davis Trencher - 300 or similar type (and all small trenchers)

Diamond Drillers

Directional Boring Machine/Hydraulic Drills

High Scalers (including drilling of same)

Laser Beam in connection with Laborers' work

Masonry and Plasterer Tender

Mechanical Pipe Layer – All types regardless of type or method of power

Multiple Unit Drills

Pressure Pipelayers

Remote Control Breaker

State Licensed Blaster as designated

RATE A

\$ 33.50

RATE B

\$ 32.50

GROUP 1

RATE A

\$ 32.80

RATE B

\$ 31.80

Asphalt Roller/Compactor (Walk Behind)

Asphalt Saw/Cutting, including self-propelled

Asphalt Spreader Boxes (all types)

Barko, Wacker and Similar Type Tampers

Bobcat/Skidsteer

Buggy mobile

Caulkers, Banders, Pipewrappers, Plastic Pipe Layers

Certified Asbestos and Mold Removal Worker

Certified Hazardous Waste Worker (Including Lead Abatement)

Compactors of all types

Concrete and Magnesite Mixer and ½ yard

Concrete Pan Work

Concrete Sanders, Concrete Saw Cutting, including self-propelled

Core Boring (Circular Saw Cutting)

Cribbers and/or Shoring

Cut Granite Curb Setter

Dri Pak_it Machine

Dry Utilities – including electrical, cable, and telecommunication conduit layer, joint utility trench

Laborer including gas

Faller, Logloader and Bucker

Form Raisers, Slip Forms

Green Cutters

Headerboard Men, Hubsetters, Aligners by any method

High Pressure Blow Pipe (1½" or over, 100 lbs pressure/over)

Housemover

Hydro Seeder & Similar Type

Jackhammer Operators

Jacking of Pipe over 12 inches

Jackson and Similar Type Compactors

CLASSIFICATIONS ~ cont'd

Kettlemen, Potmen and men applying asphalt, Lay-Kold, Creosote, Lime, caustic and similar type materials, (applying means applying dipping or handling of such materials)
 Lagging, Sheeting, Whaling, Bracing, Trench jacking, Lagging hammer
 Locator (in conjunction with directional boring machine used to locate head of drill)
 Magnesite, Epoxy Resin, Fiber Glass and Mastic Workers (wet/dry)
 No joint pipe and stripping of same, including repair of voids
 Pavement Breakers and Spaders, including tool grinder
 Perma Curbs
 Pipelayers (including grade checking in connection with pipe-laying)
 Pipe Wrappers, Pipe Fusers
 Plastic and Rigid Pipe Layers
 Precast manhole setters
 Pressure Pipe Tester
 Post Hole Diggers - Air, Gas and Electric Power Broom Sweepers
 Power Tampers of all types, except as shown in Group 2
 Ram Set Gun and Stud Gun
 Riprap - Stone paver and Rock slinger, including placing of sacked concrete and/or sand (wet or dry) and Gabions and similar type
 Rock Slicer, Rock Splitter
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
 Roto and Ditch Witch
 Rototiller
 Sand Blasters, all types, Potmen, Gunman and Nozzleman
 Signaling and Rigging
 Tank Cleaners
 Tree Climbers
 Trenchless Technology Laborers – Pipe installation, bursting, relining or similar Trenchless Laborer's work, including camera controller and truck or trailer mounted vacuum excavators
 Turbo Blaster
 Vibra Screed - Bull float in connection with Laborers' work
 Vibrators
 Water Meter Installer

GROUP 1(a)

RATE A

RATE B

\$ 33.02

\$ 32.02

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

CLASSIFICATIONS ~ cont'd**GROUP 1(b)**

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

GROUP 1(c)**RATE A**

\$ 32.85

RATE B

\$ 31.85

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

GROUP 1(d)

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

GROUP 1(e)**RATE A**

\$ 33.35

RATE B

\$ 32.35

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

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

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

GROUP 1(g) – CONTRA COSTA COUNTY**RATE A**

\$ 33.00

RATE B

N/A

Pipelayers (including grade checking in connection with pipelaying)
 Caulkers
 Banders
 Pipewrappers
 Conduit Layers
 Plastic Pipe Layer
 Pressure Pipe Tester
 No joint pipe and stripping of same, including repair of voids
 Precast Manhole setters, cast in place manhole form setters

CLASSIFICATIONS ~ cont'd

GROUP 1(h)

Laborers working off or with or from Bos'n Chairs, Swinging Scaffolds, Belts shall receive fifty cents (\$.50) per hour above the applicable wage rate. This premium rate shall be reckoned by the day and half day. This shall not apply to Laborers entitled to receive the wage rate set forth in Group 1(a).

GROUP 2

RATE A
\$ 32.65

RATE B
\$ 31.65

Asphalt Shovelers
Cement Dumpers and handling dry cement or gypsum
Choke Setter and Rigger (clearing work)
Concrete Bucket Dumper and Chuteman
Concrete Chipping and Grinding
Concrete Laborers (wet or dry)
Drillers Helper, Chuck Tender, Nipper
(One chucktender on single machine operation with minimum of one chucktender for each two machines on multiple machine operations.) (Jackhammers in no way involved in this item.)
Guinea Chaser (Stakeman), Grout Crew
High Pressure Nozzlemen, Adductors
Hydraulic Monitor (over 100 lbs. pressure)
Loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction
Pittsburgh Chipper, and similar type brush shredders
Sloper
Single foot, hand held, pneumatic tamper
All Pneumatic, Air, Gas and Electric Tools not listed in Groups 1 through 1(f)
Jacking of Pipe-under 12 inches

GROUP 3

RATE A
\$ 32.55

RATE B
\$ 31.55

Construction Laborers, including Bridge Laborers, General Laborers and Cleanup Laborers
Demolition Worker
Dumpman, Load Spotter
Erosion Control Worker
Fence Erectors including temporary fencing
Flagperson/Pedestrian Monitor
Fire Watcher
Free Standing Furniture/Appliance Laborer
Forklift
Guardrail Erectors
Gardeners, Horticultural and Landscape Laborers (See Supplement No. 4)
Jetting
Limbers, Brush Loaders and Pilers
Pavement Markers (Button Setters/Stripers)
Pavers, Interlocking Pavers (all types) and Interlocking Paver Machines
Maintenance, Repair Trackmen and Road Beds
Escort Driver (Construction Zone Traffic Control Pilot Car)
Skip Loader (up to and including ½ cubic yard)
Temporary Air and Water Lines, Victaulic or similar
Temporary Lighting (job site work lighting only)
Tool Room Attendant (job site only)

CLASSIFICATIONS ~ cont'd

Tree removal
Remediation/Land Restoration Laborer – Wetlands restoration, mitigation, or re-vegetation of lands, (ornamental landscape is not included in this classification)
Solarvoltaic (Photovoltaic Assembler and Installer) Systems

CLASSIFICATIONS ~ cont'd

Streetcar and Railroad Construction Track Laborers (Rail Trackmen), including welding of rails
Wheelbarrow, including power driven

GROUP 3(a)

RATE A

\$ 32.55

RATE B

\$ 31.55

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

GROUP 4

RATE A

\$ 26.24

RATE B

\$ 25.24

All final cleanup work of debris, grounds and building near the completion of the project including but not limited to street cleaners. It is agreed that the Group 4 Classification is not applicable to engineering or heavy highway projects.

Cleaning & Washing Windows (subject to provisions of Section 20A)

Brick Cleaners (job site only)

Graffiti Abater (job site only)

Watchman (Subject to provisions of Section 20A)

Material Cleaners (job site only)

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

A. At demolition sites for the salvage of the material.

B. At the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C. The cleaning of salvage material at the Employer's job site or temporary job site yard.

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

GUNITE, SHOTCRETE, PANELCRETE AND SIMILAR TYPE WORK (Supplemental No. 2)

| | <u>RATE A</u> | <u>RATE B</u> |
|------------------------------|----------------------|----------------------|
| Structural Nozzelman | \$ 33.76 | \$ 32.76 |
| Nozzelman, Gunman and Potman | \$ 33.26 | \$ 32.26 |
| Rodman | \$ 33.26 | \$ 32.26 |
| Aligner | \$ 33.38 | \$ 32.38 |
| Helper | \$ 32.40 | \$ 31.40 |
| Groundman | \$ 33.26 | \$ 32.26 |
| Gunit Trainee** | \$ 26.24 | \$ 25.24 |
| Reboundman | \$ 32.67 | \$ 31.67 |

RATES ~ cont'd

| | | |
|------------------|----------|----------|
| General Laborers | \$ 32.55 | \$ 31.55 |
|------------------|----------|----------|

***Gunit Foreman: Labor Foreman: \$2.50 per hour above highest classification under direction**

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

WRECKING WORK (Supplement No. 3)

RATE A

RATE B

| | | |
|---|----------|----------|
| Skilled Wrecker – Group No.1 (Removing and salvaging of sash, windows, doors, plumbing and electrical fixtures) | \$ 32.80 | \$ 31.80 |
| Semi-skilled Wrecker – Group No.2 (Salvaging of other building materials) | \$ 32.65 | \$ 31.65 |

GARDENERS, HORTICULTURAL & LANDSCAPE WORKERS (Supplement No. 4)

RATE A

RATE B

| | | |
|---|----------|----------|
| Gardeners, Horticultural and Landscape Laborers (New Construction) | \$ 32.55 | \$ 31.55 |
| Service Landscape Laborers (Establishment Warranty Period) | \$ 26.24 | \$ 25.24 |

Overtime rates shall apply only to service landscape laborers (establishment warranty period) for work in excess of forty (40) hours in any one (1) week, or in excess of eight (8) hours in any one day. Service landscape laborers (establishment warranty period) may be required to work any five (5) days out of the week on any shift.

LANDSCAPE LABORER TRAINEE:

Landscape Laborer Trainee (a new classification, Landscape Laborer Trainee is based on an eighteen (18) month training program as follows: (These rates are wages only. Fringe benefits are the same as in Section 28A of the MLA.

| | | |
|------------------|----------------------|----------------------|
| | <u>RATE A</u> | <u>RATE B</u> |
| 1st 6 mos. @ 70% | \$ 22.79 | \$ 22.09 |
| 2nd 6 mos. @ 80% | \$ 26.04 | \$ 25.04 |
| 3rd 6 mos. @ 90% | \$ 29.30 | \$ 28.30 |

Wages Rates for Refinery (Supplement No. 5)

RATE A

RATE B

| | | |
|--------------------------------------|----------|----------|
| | \$ 32.54 | \$ 31.54 |
| Bottle Watcher | | |
| Demolition Worker | | |
| Drinking Water Attendant | | |
| Erosion Control / Silt Fence Worker, | | |
| Fire Blanket | | |
| Fire Watcher | | |

CLASSIFICATIONS ~ cont'd

Flagperson
General Tool Room Attendant
Hole Watcher
Safety Attendant (Craft)
Weather Protection Attendant

FUTURE INCREASES:

June 28, 2021 \$1.95 (Subject to Union allocation)

June 27, 2022 \$2.00 (Subject to Union allocation)

WORK DAY:

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

LUNCH TIME, REST PERIODS & HEAT ILLNESS PREVENTATIVE RECOVERY PERIOD:

If the Individual Employer requires the Employee to perform any work through his/her scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time. However, no employee shall be required to work more than five (5) hours without time off for a meal period, which shall be not less than one-half (½) hour.

Any employee required to work more than two (2) hours overtime at the end of a shift shall be permitted a one-half (½) hour meal period for which he/she shall receive regular overtime pay. No work shall be performed by him/her during such meal period. (Meal periods may be staggered from the 10th to the 11th hour.)

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

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Individual Employers shall be able to coordinate the timing of each ten (10) minute rest break with their Employees to assure the continuity of work.

Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer. The second rest period may be added to the end of the meal period or workday when working conditions so dictate as determined by the Individual Employer.

Employees who work more than ten (10) hours shall be authorized and permitted three ten (10) minute rest periods.

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

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

LUNCH TIME, REST PERIODS & HEAT ILLNESS PREVENTATIVE RECOVERY PERIOD ~ cont'd

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

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

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

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

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

OVERTIME:

One and one-half (1-1/2) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make-up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays and holidays.

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

WORK WEEK:

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

- (a) Where in any locality, existing traffic conditions, job conditions or weather conditions render it desirable to start the day shift at an earlier hour, not earlier than 5:00 a.m., or a later starting time not later than 10:00 a.m., the Individual Employer is permitted to do so.
- (b) Special Single Shift: When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union at least three (3) days prior to the start of such

WORK WEEK ~ cont.

- (c) special shift, the Individual Employer may initiate such special shift of eight (8) consecutive hours, exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of subsection 5(a) of this Section. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double time (2x) to be paid from the start of the shift to 8:00 p.m. and the applicable straight-time rate paid from 8:00 p.m. until completion of the eight (8) hour special single shift.

Special single shifts may be used in conjunction with any other shifts. The special single shift premium only apply to that work that is mandated to be performed outside of the normal shift hours.

***NOTE: Special Single Shift rates: Area "A" \$3.00/hr., Area "B" \$3.00/hr. over classification**

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

SHIFT WORK

On shift work, the day shift, eight (8) hours work for eight (8) hours' pay. When two (2) shifts are employed for five (5) or more consecutive days, on the second shift eight consecutive hours' (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the Second Shift Premium rate. When three (3) shifts are employed for five (5) or more consecutive days, seven and one-half (7 ½) consecutive hours (exclusive of meal period) shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid for the second shift. The third shift shall be seven (7) hours for eight (8) hours pay. On two (2) shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m., and not later than 8:00 a.m. On three (3) shift operations, the first shift shall start at 8:00 a.m. Shifts shall run consecutively with not more than one (1) hour between shifts.

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

The Saturday graveyard shift, though coming off work Sunday morning, is to be considered working Saturday. Work performed after 8:00 a.m. Sunday morning shall be deemed Sunday work. The Sunday graveyard shift, though coming off work Monday morning, is to be considered working Sunday, with the exception that a graveyard

SHIFT WORK – cont.

shift employee who has worked seven (7) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after such starting time shall continue to receive the double (2x) time wage rate.

WEEKENDS AND HOLIDAYS

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

MINIMUM HOURS

- (a) From April 1, to November 14, the hours of employment shall be reckoned by the day and half day. From November 15, to March 31, the hours of employment shall be reckoned by the day, three-quarter day and half day. The fraction of a half or three quarter day to be paid for as a half or three-quarter day. Overtime hours, Monday through Friday, shall be reckoned by the hour and half hour. If after work is begun, work is suspended on account of weather conditions, not less than four (4) hours (or five (5) hours on a 4 x 10 shift) at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.
- (b) Whenever an employee is called out to work on Saturdays, Sundays or holidays (except on makeup days), s/he shall be paid at least four (4) hours, five (5) hours on 4 x 10 shift, at the applicable overtime rate. All time worked beyond the first four (4) consecutive hours, five (5) consecutive hours on a 4 x 10 shift, on Saturdays, Sundays and holidays shall be reckoned by the hour at the applicable overtime rate. On shift work, the above shall apply to employees called out to work on the day shift and second shift of a two shift operation only. If three (3) shifts are employed, the above shall apply except that three and one-half (3 ½) hours worked shall be paid as four (4) hours worked, seven (7) hours worked shall be paid as eight (8) hours worked, and hours worked in excess of three and one-half (3 ½) hours but less than seven (7) shall be paid on a pro rata basis, except as modified by a 4x10 work week.

NOTE: Shift differential applies only to the second shift of a two (2) shift operation. Shift differential is as follows: Area "A" \$ 3.00/hr., Area "B" \$ 3.00/hr. over the appropriate classification rate.

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

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

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

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

SHOW UP TIME & INCLEMENT WEATHER

When an employee reports for work and there is no work provided by the Individual Employer, he/she shall be paid two (2) hours show-up time at the applicable rate plus zone pay where applicable, provided, however, no show-up time will be payable to any person who reports for work without the necessary and legally required documentation to establish work right status under applicable Immigration and Naturalization Laws.

If work is suspended on account of weather conditions, the employee shall be entitled to show-up time only if he/she remains on the jobsite for two (2) hours pending abatement of such weather, unless sent home earlier by the Individual Employer.

If work is to be suspended for any reason, the employee shall be notified at least two (2) hours before being required to report for work. The employee shall keep the Individual Employer informed at all times of his/her correct address, and if he/she has a telephone, his/her telephone number. If an employee does not keep the Individual Employer so informed, the Individual Employer shall be relieved of the duty of giving such notice and further he shall not have to pay such employee show-up time.

Radio and/or TV notice is acceptable on remote projects as a means of notification providing the Union is notified in writing at the commencement of the job. In the event that work cannot be performed Monday through Friday or Monday through Thursday (4 x 10 hour workweek) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer, employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.

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

ZONE PAY

Zone pay at three dollars (\$3.00) per hour will be added to the base hourly wage rate for work performed outside the Free Zone described by the following boundaries along Township and Range lines. **Zone Pay and map changes shall apply for work bid after June 26, 2006. All areas other than free zones shall be subject to the payment of Zone Pay. (PLEASE CONTACT AGC FOR A COPY OF THE ZONE PAY MAP)**

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

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

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

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

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

ZONE PAY – cont.

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

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

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

PARKING

In the event free parking facilities are not available within five (5) blocks of a job site, the Individual Employer will provide such parking facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Individual Employer will reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

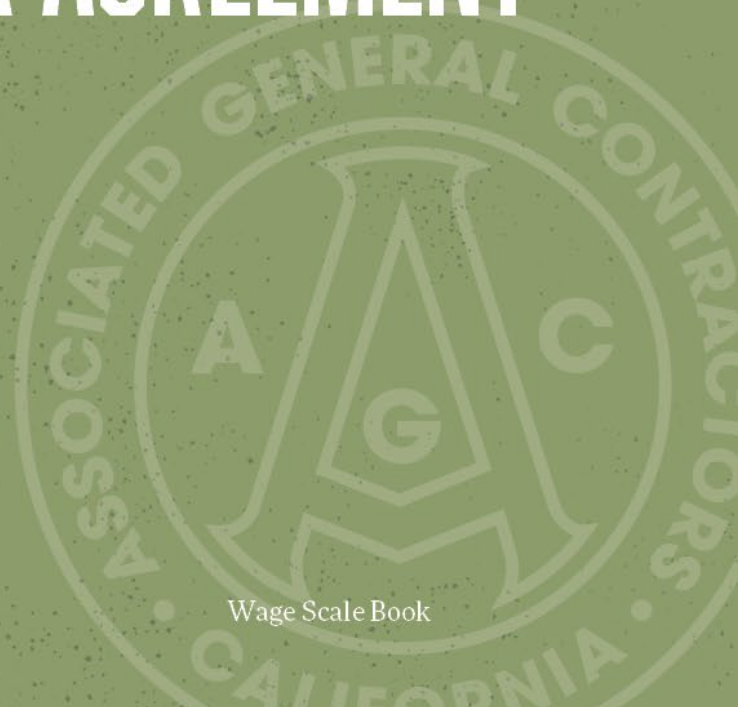
On remote jobs when the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the Individual Employer shall transport the employees to and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

2018 – 2023 LABORERS MLA EXPIRATION DATE: JUNE 30, 2023



2018-2023

LABORERS TRAFFIC CONTROL/ HIGHWAY IMPROVEMENT MASTER LABOR AGREEMENT



LABORERS - TRAFFIC CONTROL/HIGHWAY IMPROVEMENT

Master Labor Agreement Expiration Date: June 30, 2023

LABORERS TRAFFIC CONTROL FRINGE BENEFITS: July 29, 2020 to June 28, 2021

| | Traffic Control | Highway Improvement ¹ |
|-----------------------------------|-----------------|----------------------------------|
| Health & Welfare | \$ 8.70 | \$ 8.70 |
| Retiree Health & Welfare | \$.30 | \$.30 |
| Pension | \$ 8.96 | \$ 8.96 |
| Annuity | \$ 4.00 | \$ 3.39 |
| Vacation-Holiday-Dues Supplement* | \$ 3.05 | \$ 3.05 |
| Training/Retraining/LECET | \$.50 | \$.50 |
| Contract Administration | \$.08 | \$.08 |
| Industry Stabilization | \$.20 | \$.17 |
| TOTAL: | \$ 25.79 | \$ 25.15 |

¹ Highway Improvement work only - The wage and fringe benefit rates do not apply to San Joaquin, Tuolumne, and Yolo Counties. Please see the Northern California "Parking and Highway Improvement Painter" prevailing wage determination at the time of bid for the applicable rates or contact the AGC IR North office at (925) 827-2422 for more information.

* Vacation-Holiday-Supplemental Dues is added to the hourly wage rate to establish the gross pay. The gross pay amount is subject to normal payroll deductions. After normal deductions, the full vacation-holiday-supplemental dues contribution is deducted, reported and paid with the monthly trust fund contributions. Please note that the current supplemental dues rate is ninety-one cents (\$0.91). For purposes of calculating overtime, vacation-holiday, supplemental dues and other fringe benefits are not included

TRAFFIC CONTROL WAGES: June 29, 2020 to June 28, 2021

RATE A (6 County Area): Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

RATE B (40 County Area): Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

| TRAFFIC CONTROL (TC) CLASSIFICATIONS | TC - RATE A | TC - RATE B | TRAVEL TIME |
|--|-------------|-------------|--------------|
| Journey Traffic Control Person I | \$33.24 | \$32.24 | \$ 16.90 /hr |
| Journey Traffic Control Person II | \$30.74 | \$29.74 | \$ 16.90 /hr |
| Construction Zone Traffic Control Pilot Car | \$32.94 | \$31.94 | \$ 16.90 /hr |
| Flag Person | \$32.94 | \$31.94 | \$ 16.90 /hr |
| Truck Mounted or Trailer Mounted Attenuators (Crash/Impact Cushion) Vehicle | \$32.94 | \$31.94 | \$ 16.90 /hr |

* All Travel Time Hours will be paid at one and one-half (1½) times the Travel Time Hourly Rate. Fringe Benefits are excluded from Travel Time Hours. It is important to note that Travel Time hours must be reported to the Laborers Trust Fund office in your contribution reports for each employee.

TRAFFIC CONTROL WAGES: June 29, 2020 to June 28, 2021 ~ cont'd.

Trainee Classification – Please note that the trainee classification has been negotiated out of the new extended 2014-2019 AGC/Laborers Master Traffic Control/Highway Improvement Labor Agreement. As of July 1, 2014, this trainee classification should not be paid to employees performing traffic control work.

Apprentices – Please note that there is not an apprenticeship program applicable to this Agreement; therefore, individual contractors are not required to hire apprentices.

| | <u>RATE A</u> | <u>RATE B</u> |
|---|----------------------|----------------------|
| JOURNEY TRAFFIC CONTROL PERSON I | \$ 33.24 | \$ 32.24 |
| Holds current Individual Employer's supervisor rating. Able to read plans, layout traffic control, crash cushions, construction area signage. | | |
| JOURNEY TRAFFIC CONTROL PERSON II | \$ 30.74 | \$ 29.74 |
| Installation and removal of traffic control, crash cushions, construction area signage. Normally works under the supervision of a Journeyperson Traffic Control Person I. | | |
| CONSTRUCTION ZONE TRAFFIC CONTROL PILOT CAR | \$ 32.94 | \$ 31.94 |
| Guides traffic through the construction zone with the help of the flaggers. | | |
| FLAG PERSON | \$ 32.94 | \$ 31.94 |
| TRUCK MOUNTED OR TRAILER MOUNTED ATTENUATORS (CRASH /IMPACT CUSHION) VEHICLE | \$ 32.94 | \$ 31.94 |

HIGHWAY IMPROVEMENT (STRIPING) WAGES: June 29, 2020 to June 28, 2021

Apply to all 46 Northern California counties except San Joaquin, Tuolumne and Yolo¹

| CLASSIFICATION | RATE | TRAVEL TIME |
|---|-------------|--------------------|
| GROUP 1- Traffic Striping Applicator | \$ 36.13 | \$ 24.09 /hr |
| GROUP 2- Traffic Delineating Device Applicator | \$ 34.63 | \$ 23.09/hr |
| GROUP 3- Traffic Surface Abrasive Blaster | \$ 32.88 | \$ 21.92/hr |
| GROUP 4- Parking Lots, Game Courts & Playground Striper | \$ 30.78 | \$ 20.52 /hr |

* All Travel Time Hours will be paid at one and one-half (1½) times the Travel Time Hourly Rate. Fringe Benefits are excluded from Travel Time Hours. It is important to note that Travel Time hours must be reported to the Laborers Trust Fund office in your contribution reports for each employee

FOREMAN DIFFERENTIAL: None

HIGHWAY IMPROVEMENT (STRIPING) WAGES: June 29, 2020 to June 28, 2021~ cont'd.

HIGHWAY IMPROVEMENT (STRIPING) CLASSIFICATIONS

GROUP 1

(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, including operation of all related machinery and equipment.

**WAGE
RATE**

\$36.13

**TRAVEL TIME
HOURLY RATE***

\$24.09

GROUP 2

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, including operation of all related machinery and equipment.

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, high friction surfacing, etc.)

Power Broom Sweeper; operation of all related machinery and equipment related to highway improvement; Handling of related materials.

Decorative Asphalt Surfacing Applicator; such as the installation of preformed thermoplastic material and/or pattern-imprinted or stamped asphalt, including operation of all related machinery and equipment.

**WAGE
RATE**

\$34.63

**TRAVEL TIME
HOURLY RATE***

\$23.09

WAGES: July 29, 2020 to June 28, 2021 ~ cont'd.

GROUP 3

Traffic Surface Abrasive Blaster, Pot Tender, removal of all traffic stripes, pavement markings, and pavement markers by any method (sandblasting, waterblasting, shot blast, grinding, etc.), and preparation of surfaces prior to application of striping materials and pavement markers, including operation of all related machinery and equipment. Bob Cat/Skid Steer; Forklift, Surface cleaning on streets, highways, and airports by any means.

**WAGE
RATE**
\$32.88

**TRAVEL TIME
HOURLY RATE***
\$21.92

GROUP 4

Parking Lots, Gamecourts, & Playgrounds Striping Applicator (includes 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.)

**WAGE
RATE**
\$30.78

**TRAVEL TIME
HOURLY RATE***
\$20.52

Decorative Asphalt Surfacing Laborer (includes the handling of decorative asphalt surfacing material; used primarily for properties including but not limited to intersections, parking areas, streets, highways and walkways; operation of all related machinery and equipment.) Normally works under the supervision of a Decorative Asphalt Surfacing Applicator.

** All Travel Time Hours will be paid at one and one-half (1½) times the Travel Time Hourly Rate. Fringe Benefits are excluded from Travel Time Hours. It is important to note that Travel Time hours must be reported to the Laborers Trust Fund office in your contribution reports for each employee.*

APPRENTICES (STRIPER-PARKING & HWY IMPROVEMENT): June 29, 2020 to June 28, 2021

Fringe Benefits: 1st 1800 hours receive - Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration, LMCT and Industry Stabilization only.

1801 hours - 3600 hours receive - Full fringe benefits.

| PERIODS | HOURS | WAGE BASED ON \$32.88 (Group 3) | WAGE RATE | TRAVEL TIME* |
|------------------------|-------------------|------------------------------------|-----------|--------------|
| 1 st Period | 1 - 900 Hours | 65% of Group 3 | \$ 21.37 | \$ 14.25 |
| 2 nd Period | 901 - 1800 Hours | 70% of Group 3 | \$ 23.02 | \$ 15.34 |
| 3 rd Period | 1801 - 2700 Hours | 75% of Group 3 | \$ 24.66 | \$ 16.44 |
| 4 th Period | 2701 - 3600 Hours | 80% of Group 3 | \$ 26.30 | \$ 17.54 |

** All Travel Time Hours will be paid at one and one-half (1½) times the Travel Time Hourly Rate. Fringe Benefits are excluded from Travel Time Hours. It is important to note that Travel Time hours must be reported to the Laborers Trust Fund office in your contribution reports for each employee.*

FUTURE INCREASES:

June 28, 2021 \$2.24

June 27, 2022 \$2.33

WORK DAY / WORK WEEK / MEAL PERIOD

Work Day: Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day work week in which case, the work day shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. Lunch: There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled at approximately mid shift, or as close to mid shift as safety and operational conditions of the specific job allow. If the Individual Employer requires the employee to perform any work covered by this Agreement through the scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period, and shall be afforded an opportunity to eat on the Individual Employer's time.

SHIFT WORK

There is no requirement to pay a shift differential or a shift premium on shift work.

OVERTIME

One and one-half (1 ½) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays. Two (2) times the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked or Sundays and holidays referenced in this Agreement, except as otherwise provided in this Agreement.

In the event that work cannot be performed Monday through Friday because of inclement weather; major mechanical breakdown, or lack of materials beyond the control of the Individual Employer, employees (at their option) may make up such day on Saturday or scheduled sixth (6th) consecutive workday and shall be paid at the applicable straight time rate up to forty (40) hours a week or eight (8) hours a day.

If for any reason the project owner, prime contractor or awarding agency or government authority imposes limited days and/or hours of availability and work cannot be performed Monday through Friday, work performed on Saturday and Sunday shall be paid at the straight time rate when legally permitted. On Saturday and Sunday, work in excess of the regularly established shift shall be paid at the applicable overtime rate.

Employees who are required to work on jobs subject to limited days and hours of operation, and who have accumulated forty (40) or more hours of work in the preceding week (Monday through Friday inclusive), shall be compensated at the appropriate overtime rate of pay for all hours worked on Saturday and Sunday.

If and when a work week of four-tens (4 x 10) is legally permitted to pay straight time up to ten (10) hours a day for four (4) days a week, the Individual Employer may work such a schedule Monday through Thursday at ten (10) hours a day. After ten (10) hours per day for forty (40) hours per week, the employee shall be paid at the applicable overtime rate.

SHOW UP TIME & INCLEMENT WEATHER

When any employee reports for work and there is no work provided by the Individual Employer he/she shall be paid two (2) hours show-up at the applicable rate. If work is suspended on account of weather, or any other conditions beyond the direct control of the Individual Employer, the employee shall be entitled to show-up time only if he/she remains on the job site for two (2) hours pending abatement of such weather or other condition, unless sent home earlier by the Individual Employer and/or the prime contractor or governing agency. Subsequent to the first two (2) hours of work on any shift, time worked shall be reckoned with by the hour and half-hour at the applicable rate.

SUBSISTENCE

Traffic Control - Subsistence shall be according to the Laborers' Master Agreement in out-lying areas and in accordance with the subsistence map. Laborers shall be paid thirty dollars (\$30.00) per day. *PLEASE CONTACT AGC IR NORTH AT (925) 827-2422 FOR SUBSISTENCE MAP.*

TRAVEL TIME HOURLY PAY

Any Employee operating, or responsible for the control of, a company vehicle being used to transport personnel, equipment and/or supplies to and from the Individual Employer's regularly established shop or yard to the first job site and from the last jobsite to the established shop or temporary yard or is required to load or unload material or perform other work at the Individual Employer's shop or yard shall be compensated per hour as referenced in Section 15 (Wage Rates and Classifications).

Note: All Travel Time Hours will be paid at one and one-half (1 ½) times the Travel Time Hourly Rate. Fringe Benefits contributions are not required for travel time hour.

Any employee who is a passenger in, or not directly responsible for the control of, a company vehicle being used to transport personnel, equipment and/or supplies to and from the Individual Employer's regularly established shop or yard to a job site or is not required to load or unload material or perform other work at the Individual Employers shop or yard shall be deemed to be in a vehicle voluntarily. Therefore, this voluntary status means this employee is not subject to compensation.

Any employee, including any passenger, required to travel between job site locations of from one job site to other during his/her shift in the work day shall be compensated at his/her regular hourly wages. This compensation shall include all contractually mandated fringe benefit contributions.

In addition to reporting of fringe benefits as set forth in Section 16 (Fringe Benefits), the Trust Funds may implement procedures for the accurate reporting of travel time hours as required above by this Agreement. The parties expressly agree that among the procedures that can be implemented by the Trust Funds for proper recording of travel time are the following:

(a) identification of travel time on monthly report forms of other procedures that require the Individual Employer to list separately for each employee the number of hours worked or paid at the travel time wage rate under this Agreement.

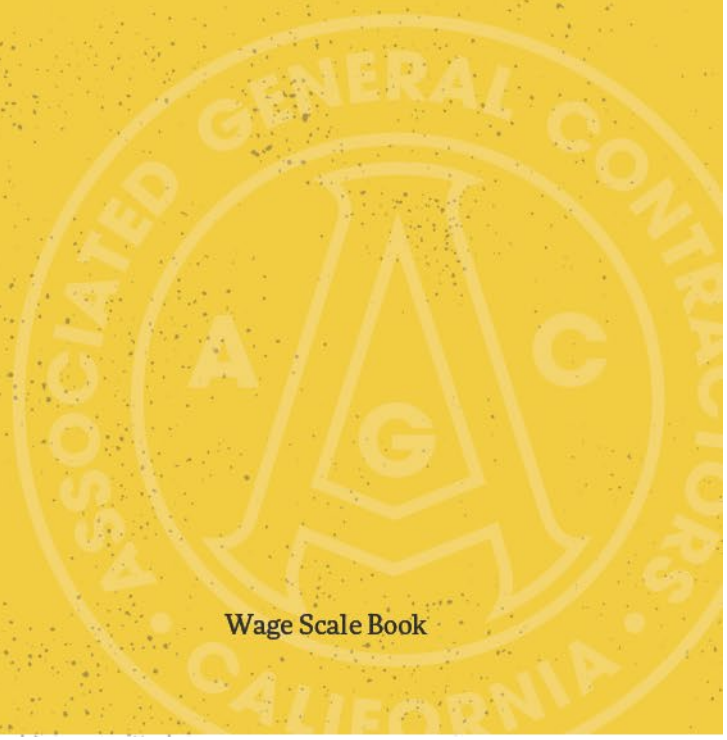
(b) any alleged violation of travel time or travel time reporting shall be subject to the grievance procedures in this Agreement.

2019 – 2023 LB TRAFFIC CONTROL/HWY IMPROV. MLA EXPIRATION DATE: JUNE 30, 2023



2019-2023

LABORERS-TUNNEL MASTER LABOR AGREEMENT



LABORERS- TUNNEL

Master Labor Agreement Expiration Date: June 30, 2023

LABORERS – TUNNEL FRINGE BENEFITS: June 29, 2020 to June 28, 2021

| | |
|--------------------------------------|-----------------|
| Health & Welfare | \$ 8.70 |
| Retiree Health & Welfare | \$.30 |
| Pension | \$ 8.96 |
| Vacation/Holiday/Dues Supplement* | \$ 3.05 |
| Training/Retraining/Apprentice/LECET | \$.96 |
| Contract Administration | \$.08 |
| Annuity | \$ 4.00 |
| Industry Stabilization | \$.20 |
| TOTAL: | \$ 26.25 |

LABORERS – TUNNEL WAGE RATES: June 28, 2020 to June 28, 2021

| | |
|---|---------|
| Diamond Driller | \$40.38 |
| Groundmen | \$40.38 |
| Guniting or Shotcrete Nozzlemen | \$40.38 |
| Rodmen | \$40.15 |
| Shaft work & Raise (below actual or excavated ground level) | \$40.15 |
| Bull Gang – Foreman | \$40.15 |

MINER CLASSIFICATIONS:

| | |
|--|---------|
| Miner – Tunnel, including top & bottom man on shaft & raiser work | \$39.90 |
| Alimak Elevator Operator | \$39.90 |
| Bit Grinder | \$39.90 |
| Blasters*, Drillers, Powdermen-Heading (When designated by the Individual Employer, State Licensed Blaster shall receive an additional one-dollar (\$1.00) per hour) | \$39.90 |
| Cabletender | \$39.90 |
| Chemical Grout Man | \$39.90 |
| Cherry Pickermen – where car is lifted | \$39.90 |
| Chucktender | \$39.90 |
| Concrete Finisher in Tunnel | \$39.90 |
| Concrete Pumpman, all makes and size/Moran cars/mixers | \$39.90 |
| Concrete Screed Man | \$39.90 |
| Cutter Man (changes all worn out cutters, checks for missing bolts, Changes saddles) | \$39.90 |
| Earth PBM Navigator | \$39.90 |
| Grout Pump Man & Potman | \$39.90 |
| Guniting & Shotcrete Gunman & Potman | \$39.90 |
| Headermen | \$39.90 |
| High Pressure Nozzleman | \$39.90 |
| Installer, Operator of Continuous Conveyor Belt | \$39.90 |
| Jackleg | \$39.90 |
| Jumbos/Lifts - any size, models, makes | \$39.90 |
| Locomotive/Motorman | \$39.90 |
| Lock Tender | \$39.90 |
| Nipper | \$39.90 |
| Nozzleman on slick line | \$39.90 |

CLASSIFICATIONS – cont.

| | |
|---|---------|
| Probe-Hole Driller, drills out front of TBM checking for gas, water, Ground type and grouting | \$39.90 |
| Powderman-Primer House | \$39.90 |
| PVC Membrane Liner | \$39.90 |
| Rail Switch Gear | \$39.90 |
| Robotic Shotcrete Placer | \$39.90 |
| Rock Bolter | \$39.90 |
| Sandblaster-Potman (Work assignment interchangeable) | \$39.90 |
| Segment Erector | \$39.90 |
| Shotcrete Pumpman, all sizes | \$39.90 |
| Sinking Hammers | \$39.90 |
| Slurry Wall Shaft Man | \$39.90 |
| Splicer of Continuous Conveyor Belt | \$39.90 |
| Steel Form Raisers and Setters | \$39.90 |
| T Lock Welder | \$39.90 |
| TBM Beltman, loads trains with tunnel muck | \$39.90 |
| Tail Gunner, watches all hoses and power cables as TBM moves Forward, moves rollers ahead, signals all trains in and out | \$39.90 |
| Temporary Powerman, all lighting, light moving, bologna cable, Transformers, vent fans | \$39.90 |
| Temporary Water Pump | \$39.90 |
| Timberman, Retimberman (Wood or Steel or substitute Materials therefor) | \$39.90 |
| Tugger (for work covered by this agreement) | \$39.90 |
| Tunnel Muck Hauler | \$39.90 |
| Vibratormen, Pavement Breakers | \$39.45 |
| Bull Gang-Muckers, Trackmen | \$39.45 |
| Concrete Crew (includes rodding & spreading) | \$39.45 |
| Dumpmen (any method) | \$38.91 |
| Grout Crew | \$38.91 |
| Reboundmen | \$38.91 |
| Swamper/Breakman** | \$38.91 |
| Watchman | \$38.91 |

* When designated by Employer, State Licensed Blaster shall receive one-dollar (\$1.00) per hour above miners' rate.

** At the option of the Employer, the Swamper/Brakeman will perform Miner's work at the appropriate rate of pay.

Shotcrete Specialist **\$40.90**

(Must possess ACI certification and the required skills to complete "finish" shotcrete applications. Shall receive an additional one-dollar (\$1.00) per hour over Miner wage rate).

Road Header Man **\$42.40**

(Shall receive an additional two-dollar (\$2.50) per hour over the Miner wage rate).

Licensed Blaster-in-Charge **\$42.40**

(Having the overall responsibilities for the receiving, transporting, use and record keeping of explosives on the project/possession of a blasting license in itself does not constitute a requirement to pay skilled pay grade). (Shall receive an additional two-dollar and fifty cents (\$2.50) per hour over the Miner wage rate).

LABORERS (TUNNEL): June 29, 2020 to June 28, 2021 (Continued)

Shifter:

Whether working or not, shall receive one dollar and fifty cents (\$1.50) per hour above the highest classification covered by this agreement, over which he has supervision.

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

Gas Tester, Section 13C (12) (Safety):

When an Individual Employer, at his discretion, wishes to utilize employees covered by this Agreement to perform certified gas testing responsibilities, such employees shall be paid at one dollar and fifty cents (\$1.50) per hour over the regular rate of pay.

LABORERS – TUNNEL – COMPRESSED AIR WAGE RATES: June 29, 2020 to June 28, 2021

| Weight | Shift Hours Worked | Wage | |
|---------------------------|--------------------|-----------|-------------------|
| 1 lb. thru 14 lbs. | 6 | \$ 311.28 | Per 6 hrs of work |
| Over 14 lbs. thru 18 lbs. | 6 | \$ 315.60 | Per 6 hrs of work |
| Over 18 lbs. thru 22 lbs. | 4 | \$ 319.20 | Per 4 hrs of work |
| Over 22 lbs. thru 26 lbs. | 4 | \$ 321.20 | Per 4 hrs of work |
| Over 26 lbs. thru 32 lbs. | 4 | \$ 323.04 | Per 4 hrs of work |
| Over 32 lbs. thru 38 lbs. | 3 | \$ 327.20 | Per 3 hrs of work |
| Over 38 lbs. thru 44 lbs. | 2 | \$ 339.20 | Per 2 hrs of work |
| Over 44 lbs. thru 50 lbs. | 1 | \$ 339.20 | Per 1 hrs of work |

LABORERS – APPRENTICE FRINGE BENEFITS: June 29, 2020 to June 28, 2021

| | | | |
|---|---|-----------|--|
| Outside lock tenders and gauge tenders (per six (6) hour shift) | 6 | \$ 301.42 | |
| Closed circuit television watcher of header on Saturday and Sunday (per six (6) hour shift) | 6 | \$ 298.98 | |

All apprentices indentured on or after January 1, 2015 will be required to complete the 4,000 hour program.

Apprentices Indentured Prior to July 1, 2019:

Fringe Benefits:

1st 1200 hours receive – Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization only.

1201 hours - 3600 hours receive - Full fringe benefits.

LABORERS (TUNNEL): June 29, 2020 to June 28, 2021 (Continued)

| Periods | Hours | Percentage | Wage Rate (Based on Miner Rate \$39.90) |
|------------------------|-------------------|-------------------|--|
| 1 st Period | 1 – 600 Hours | 65% of Miner Rate | \$ 25.94 |
| 2 nd Period | 601 – 1200 Hours | 70% of Miner Rate | \$ 27.93 |
| 3 rd Period | 1201 – 1900 Hours | 75% of Miner Rate | \$ 29.93 |
| 4 th Period | 1901 – 2600 Hours | 80% of Miner Rate | \$ 31.92 |
| 5 th Period | 2601 – 3300 Hours | 85% of Miner Rate | \$ 33.92 |
| 6 th Period | 3301 – 4000 Hours | 90% of Miner Rate | \$ 35.91 |

Apprentices Indentured on or after July 1, 2019:

Fringe Benefits: 1st 1000 hours receive – Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization only.

1001 hours - 4000 hours receive - Full fringe benefits.

| Periods | Hours | Percentage | Wage Rate (Based on Miner Rate \$39.90) |
|------------------------|-------------------|-------------------|--|
| 1 st Period | 1 – 600 Hours | 65% of Miner Rate | \$ 25.94 |
| 2 nd Period | 601 – 1200 Hours | 70% of Miner Rate | \$ 27.93 |
| 3 rd Period | 1201 – 1900 Hours | 80% of Miner Rate | \$31.92 |
| 4 th Period | 1901 – 2600 Hours | 90% of Miner Rate | \$ 35.91 |

FUTURE INCREASES:

June 28, 2021 \$2.32*

June 27, 2022 \$2.40*

* To be allocated among wages and/or fringe benefits at the Union's discretion.

LABORERS - TUNNEL COMPRESSED AIR OVERTIME RATES

The overtime rates shall be as follows on production work:

On all compressed air operations, whether single or multiple shifts, all time worked in excess of the specified hours of work shall be paid for at double the regular straight time hourly rate. The straight time hourly rate shall be determined by dividing the shift wage rate by the overtime divisor, six (6).

Full shift work on Saturdays, Sundays and holidays shall be paid for at double the specified shift wage rate. Work in excess of the specified hours of work performed on Saturdays, Sundays and holidays shall be paid for at double the straight time hourly rate using the overtime divisor as determined in paragraph above.

Workmen employed on Saturday to perform maintenance or repair work under compressed air (that is, work other than actual construction) shall be paid one and one-half (1½) times the specified shift wage rate. Workmen employed on Sundays and holidays to perform maintenance or repair work under compressed air shall be paid double the specified shift wage rate.

COMPENSATION FOR TRAVEL WITHIN TUNNEL

The Individual Employer shall pay employees covered by this Agreement working within the tunnel, adits, or shafts, on a portal to portal basis as follows: The hours of employment of such employee shall commence at the portal of the tunnel, adit or shaft at which he is directed by the Individual Employer to report for work on his shift and shall end at such portal.

If a change house is located more than 1,250 feet from a portal, adit, or shaft, then the time of work shall start, for pay purposes, at the change house.

WORK DAY / WORK WEEK

Eight (8) hours of actual work between 8:00 a.m. and 5:00 p.m., excluding meal hour, shall constitute a regular day's work at straight time rates, except on shift work as hereinafter provided.

If all crafts on the project are employed on the basis of four-ten (4 x 10) hour days, the laborers shall work on the same basis. It is understood that in this event those portions of this Agreement that pertain to work day, work week, lunch periods, overtime, etc. will be modified to adjust to the four-ten hour (4 x 10) hour day week.

The regular work week shall be Monday through Friday, 8:00 a.m. - 5:00 p.m., at straight time

MEAL PERIOD

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

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

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

OVERTIME

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

All work performed on Saturdays, Sundays and Holidays shall be paid for at double (2x) the regular straight time hourly rate, except maintenance work, in the counties of San Francisco, Contra Costa and Alameda. Maintenance work is defined as repair and service, including preventative and scheduled maintenance of equipment only. Concrete work shall not be considered maintenance work.

MINIMUM HOURS

From April 1 to November 14, the hours of employment shall be reckoned by the day and half day. From November 15 to March 31, the hours of employment shall be reckoned by the day, three-quarter day and half day. The fraction of a half or three quarter day to be paid for as a half or three-quarter day. Overtime hours, Monday through Friday,

shall be reckoned by the hour and half hour. If after work is begun, work is suspended on account of weather conditions, not less than four (4) hours (or five (5) hours on a four-ten (4 x 10) shift) at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

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

On shift work, the above shall apply to Laborers called out to work on the day shift and second shift of a two (2) shift operation only. If three (3) shifts are employed, the above shall apply except that three and one-half (3 ½) hours worked shall be paid as four (4) hours worked, seven (7) hours worked shall be paid as eight (8) hours worked, and hours worked in excess of three and one-half (3 ½) hours but less than seven (7) hours shall be paid on a pro rata basis, except as modified by a four-ten (4 x 10) hour day work week.

SHIFT WORK

On shift work, the day shift, eight (8) hours work for eight (8) hours' pay. When two (2) shifts are employed for five (5) or more consecutive days, on the second shift eight (8) consecutive hours' (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the Second Shift Premium rate. When three (3) shifts are employed for five (5) or more consecutive days, seven and one-half (7 ½) consecutive hours (exclusive of meal period) shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid for the second shift. The third shift shall be seven (7) hours for eight (8) hours pay. On two (2) shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m., and not later than 8:00 a.m. On three (3) shift operations, the first shift shall start at 8:00 a.m. Shifts shall run consecutively with not more than one (1) hour between shifts.

Two Shift Operations. The second shift differential is three dollars (\$3.00/hr) incorporated in Supplement No. 1 of this Agreement.

Three Shift Operations. There shall be no additional hourly shift differential pay for the second or third shifts.

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

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

The Sunday graveyard shift, though coming off work Monday morning is to be considered working Sunday, with the exception that a graveyard shift employee who has worked seven and one-half (7-1/2) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after such starting time shall continue to receive the double time wage rate.

Special Single Shift – When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union at least three (3) days prior to the start of such special shift, the Individual Employer may initiate such special shift of eight (8) consecutive hours, exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of subsection 5(a) of this Section. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double time (2x) to be paid from the start of the shift to 8:00 p.m. and the applicable straight-time rate paid from 8:00 p.m. until completion of the eight (8) hour special single shift. Special single shifts may be used in conjunction with any other shifts.

The special single shift premium shall only apply to that work that is mandated to be performed outside of the normal shift hours.

***NOTE: Special Single Shift rates: \$3.00/hr Premium**

SHOW UP TIME & INCLEMENT WEATHER : The Individual Employer is not obligated to pay show-up time to any applicant/employee who fails to comply with the company code of safe practices.

When any employee reports for work and there is no work provided by the Individual Employer, he/she shall be paid two (2) hours show-up time at the applicable rate plus subsistence at thirty dollars (\$30.00) a day where applicable, provided, however, no show-up time will be payable to any person who reports for work without the necessary and legally required documentation to establish work right status under applicable Immigration and Naturalization Laws. If work is suspended on account of weather conditions, the employee shall be entitled to show-up time only if he/she remains on the job site for two (2) hours pending abatement of such weather unless sent home earlier by the Individual Employer. If work is to be suspended for any reason, the employee shall be notified at least two (2) hours before being required to report for work. The employee shall keep the Individual Employer informed at all times of his/her correct address, and if he/she has a telephone, his/her telephone number. If an employee does not keep the Individual Employer so informed, the Individual Employer shall be relieved of the duty of giving such notice and further he/she shall not have to pay such employee show-up time. Radio and/or TV notice is acceptable on remote projects as means of notification providing the Union is notified in writing at the commencement of the job.

SUBSISTENCE:

Subsistence is Thirty Dollars (\$30.00) per day for work performed outside the Free Zone described by the following boundaries along Township and Range lines.

Subsistence will not be applicable with the city limits of the following cities or towns:

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

Subsistence shall apply to publicly financed camps, highways, dams, tunnels, power facilities, defense facilities, utilities (except as provided above), sewage disposal plants, and heavy engineering projects together with the camps, warehouses, offices or facilities constructed in connection with such latter projects, such pay shall be separate from the wages of the employee and shall be paid by separate check. *See Master Labor Agreement for additional details.*

PLEASE CONTACT AGC IR NORTH AT (925) 827-2422 FOR A SUBSISTENCE ZONE PAY MAP.

TRAVEL COMPENSATION WITHIN TUNNEL:

The individual employer shall pay employees covered by this Agreement working within the tunnel, adits, or shafts, on a portal to portal basis as follows: The hours of employment of such employee shall commence at the portal of the tunnel, adit or shaft at which he is directed by the individual employer to report for work on his shift and shall end at such portal.

If a change house is located more than 1,250 feet from a portal, adit, or shaft, then the time of work shall start, for pay purposes, at the change house.

PARKING:

In the event free parking facilities are not available within five (5) blocks of a job site, the Individual Employer will provide such parking facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Individual Employer shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement shall be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

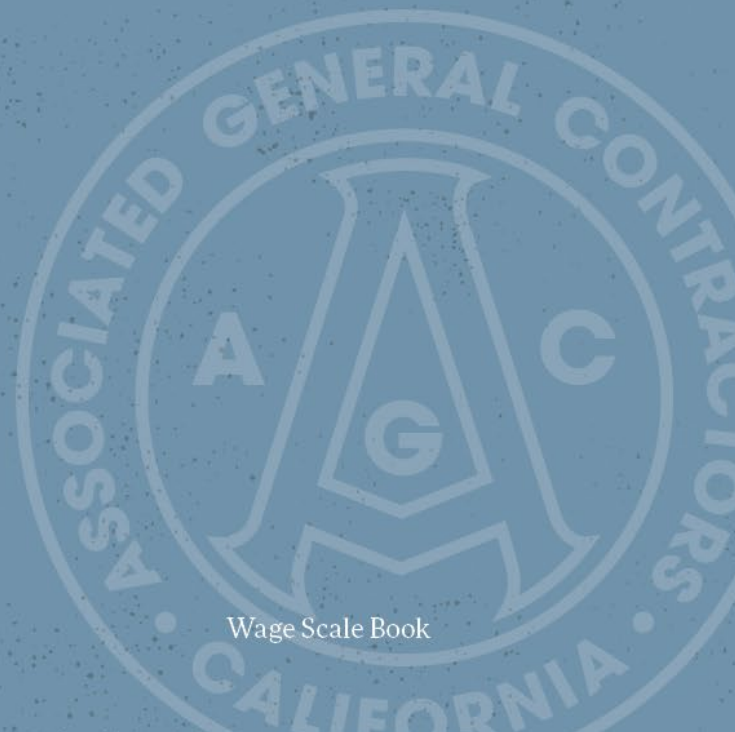
On remote jobs when the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the Individual Employer shall transport the employees to and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

2019-2023 LABORERS-TUNNEL MASTER AGREEMENT EXPIRATION DATE: JUNE 30, 2023



2018-2023

MILLWRIGHTS MASTER LABOR AGREEMENT



MILLWRIGHTS
Master Labor Agreement Expiration Date: June 30, 2023

MILLWRIGHTS FRINGE BENEFITS: July 1, 2020 to June 30, 2021

| | |
|---|-----------------|
| Health & Welfare | \$ 11.70 |
| Pension | \$ 10.65 |
| Annuity Fund | \$ 3.75 |
| Vacation/Holiday/Sick* | \$ 2.85 |
| Supplemental Dues (Work Fees) | \$ 2.33 |
| Vacation/Holiday/Sick Leave Admin.** | \$.10 |
| Apprentice/Training | \$ 1.03 |
| Millwright Industry Promotion | \$.15 |
| Carpenters International Training Fund* | \$.10 |
| Work Preservation | \$.05 |
| TOTAL: | \$ 32.71 |

*Vacation and Work Fee amounts are added to the hourly rate to establish the gross pay. The gross pay amount is subject to normal payroll deductions. After normal deductions, the full vacation and work fee contributions are deducted, reported and paid to the appropriate trust fund.

**The vacation/holiday/sick leave contribution is not added to the hourly rate to establish gross pay.

MILLWRIGHTS WAGES: July 1, 2020 to June 30, 2021

| | AREA 1 | AREA 2** | AREA 3** | AREA 4** |
|-------------------|----------|----------|----------|----------|
| Journeyman | \$ 52.75 | \$ 49.27 | \$ 49.27 | \$ 47.92 |

MILLWRIGHTS APPRENTICE WAGE & FRINGE RATES: July 1, 2020 to June 30, 2021

| | | | | | | |
|--------------------------------|-----|--------------------------------|----------|----------|----------|----------|
| 1 st (0-6 Months) | 60% | H&W,WF,TR,IP,CITF, CWP | \$ 31.65 | \$ 29.56 | \$ 29.56 | \$ 28.75 |
| 2 nd (7-12 Months) | 65% | H&W,WF,TR,IP,CITF,CWP, VAC | \$ 34.29 | \$ 32.03 | \$ 32.03 | \$ 31.15 |
| 3 rd 13-18 Months) | 70% | H&W,WF,TR,IP,CITF,CWP,VAC,ANN | \$ 36.93 | \$ 34.49 | \$ 34.49 | \$ 33.54 |
| 4 th (19-24 Months) | 75% | H&W,WF,TR,IP,CITF,CWP,VAC, ANN | \$ 39.56 | \$ 36.95 | \$ 36.95 | \$ 35.94 |
| 5 th (25-30 Months) | 80% | ALL FRINGES | \$ 42.20 | \$ 39.42 | \$ 39.42 | \$ 38.34 |
| 6 th (31-36 Months) | 85% | ALL FRINGES | \$ 44.84 | \$ 41.88 | \$ 41.88 | \$ 40.73 |
| 7 th (37-42 Months) | 90% | ALL FRINGES | \$ 47.48 | \$ 44.34 | \$ 44.34 | \$ 43.13 |
| 8 th (43-48 Months) | 95% | ALL FRINGES | \$ 50.11 | \$ 46.81 | \$ 46.81 | \$ 45.52 |

MILLWRIGHTS FOREMAN

Foremen shall receive three dollars and fifty cents (\$4.50) per hour over Millwright's rate. A General Foreman, shall receive one dollar and fifty cents (\$2.50) per hour above applicable Millwright's Foreman rate.

BELT PAY

For all Carpenter classification working in the 46 Counties from Bos'n chairs, swinging scaffolds, or suspended from a rope, cable or from a safety belt or any device used as substitute or in lieu thereof shall be entitled to receive an additional fifty cents (\$.50) per hour above the applicable journeyman or apprentice rate.

2019-2023 NEW EXTENDED AGREEMENT AREAS

- Area 1 → Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma
- Area 2 → Monterey, San Benito and Santa Cruz
- Area 3 → Sacramento, Yolo, San Joaquin, Western Placer** and Western El Dorado**
**Western Placer County includes territory West of and including Highway 49.
**Western El Dorado County includes territory West of and including Highway 49 and territory inside the city limits of Placerville.
- Area 4 → Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba.

FUTURE INCREASES

July 1, 2021 \$2.87

- \$2.20 to Wages
- \$0.25 to Health & Welfare (if needed, as recommended by Trustees, to maintain minimum of 6 months of reserves. Otherwise, allocated to Pension)
- \$0.20 to Pension*
- \$0.05 to Training
- \$0.10 to Annuity
- \$.07 to Work Fee (as per Section 43A formula)

July 1, 2022 \$2.98

- \$2.25 to Wages
- \$0.25 to Health & Welfare (if needed, as recommended by Trustees, to maintain minimum of 6 months of reserves. Otherwise, allocated to Pension)*
- \$0.15 to Pension*
- \$0.05 to Training
- \$0.20 to Annuity
- \$0.08 to Work Fee (as per Section 43A formula)

****If an early extended Agreement is negotiated prior to July 1, 2023, Individual Employers who do not extend said Agreement shall be subject to an additional \$ 1.00 per hour increase.*

WORK DAY

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

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

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

MEAL PERIOD

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

SHOW UP TIME & INCLEMENT WEATHER

Show Up Time: When workers are ordered and dispatched for work and report for work on the same day, they shall be paid hours worked plus two (2) hours reporting, but not to exceed eight (8) hours on a regular eight (8) hour shift.

Inclement Weather: Except on the first day of employment when men report to work and no work is provided, they shall receive four (4) hours pay and travel or subsistence, whichever may apply. If a Millwright employee is required to report to work and no work is provided as a result of inclement weather, the employee shall be paid subsistence or travel for the day as spelled out in Section 1, (Travel and Subsistence) whichever may apply.

OVERTIME

On all construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) day shall be paid at time and one-half (1 ½). Time and one-half shall (1 ½) shall be paid for the first eight (8) hours worked on designated off days and/or Saturdays.

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

Special Single Shift: A single approved shift may be established where the premises cannot be vacated in whole or in part until the close of business. Workers then reporting for work shall be paid on the basis of eight (8) hours pay for seven and one-half (7 ½) hours work. Any work prior to the approved shift and any work after the approved shift period shall be at time and one-half, not to exceed four (4) hours. Overtime work in excess four (4) hours shall be double time.

TRAVEL & SUBSISTENCE

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

If transportation is not furnished by the employer, Millwrights shall receive travel and/or subsistence expense as follows:

- (a) For the counties of Alameda, Contra Costa, Marin, San Francisco, and San Mateo, travel shall be established from the center of Oakland Bay Bridge 0.2 miles west of the westerly end of Yerba Buena Tunnel. In the remaining counties covered by this Agreement from City Halls of Chico, Eureka, Fresno, Modesto, Monterey, Redding, Sacramento, San Jose, Santa Rosa, Stockton, Vallejo and Visalia. Travel from the above defined points shall be as follows:
- (b) Over fifty (50) miles in free zone:
 - i. twenty-five dollars (\$25.00) per day worked for public projects advertised and private projects bid or negotiated prior to September 1, 2014, and through June 30, 2015 for public projects advertised and private projects bid or negotiated on or after September 1, 2014.
 - ii. fifty dollars (\$50.00) per day worked, effective July 1, 2015 for public projects advertised and private projects bid or negotiated on or after September 1, 2014.
- (c) Millwrights employed in the subsistence area set forth in the subsistence map in the 2011-2015 Carpenters Master Agreement shall receive:
 - i. fifty dollars (\$50.00) per day worked for public projects advertised and private projects bid or negotiated prior to September 1, 2014, and through June 30, 2015 for public projects advertised and private projects bid or negotiated on or after September 1, 2014.

TRAVEL & SUBSISTENCE – cont.

- ii. seventy-five (\$75.00) per day worked, effective July 1, 2015 for public projects advertised and private projects bid or negotiated on or after September 1, 2014.
- (d) Special condition for Humboldt County and Ft. Bragg proper is subsistence for non-residents only.
*Travel shall apply for residents as set forth in 1 a. above.

* Residents of Ft. Bragg proper shall be defined as living within twenty (20) road miles of Ft. Bragg city hall.
- (e) Map Description – Area No. 1 Free Zone
Area No. 2 Subsistence Zone
- (f) Travel expenses in subsistence areas as outlined above will be paid, at the rate specified in 1(b) at the beginning and at the completion of each job, or termination of the employee, except for jobs performed in one (1) day or less and the employee is paid or furnished transportation.

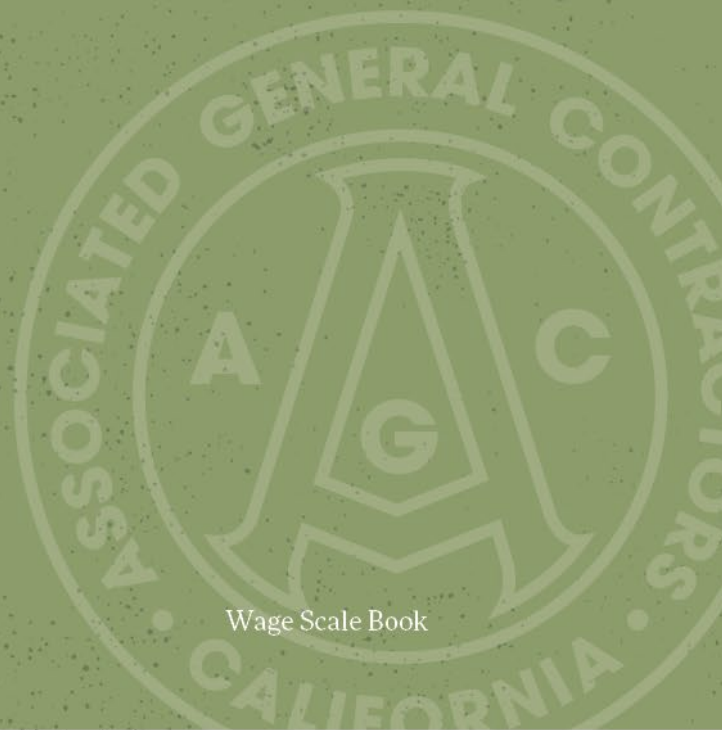
PLEASE CONTACT AGC IR NORTH AT (925) 827-2422 FOR A SUBSISTENCE ZONE PAY MAP.

2018-2023 MILLWRIGHTS MASTER LABOR AGREEMENT EXPIRATION DATE: JUNE 30, 2023



2020-2023

OPERATING ENGINEERS MASTER LABOR AGREEMENT



OPERATING ENGINEERS

Master Labor Agreement Expiration Date: June 30, 2023

FRINGE BENEFITS: June 29, 2020 to June 28, 2021

| | |
|--|-----------------|
| Health & Welfare | \$ 11.34 |
| Pensioned Health & Welfare | \$ 2.54 |
| Pension Rehabilitation Plan | \$ 10.78 |
| Affirmative Action Training Fund | \$ 1.07 |
| IUOE National Training Fund \$ | \$.05 |
| Vacation, Holiday & Sick Pay/Supp. Dues* | \$ 4.77 |
| Vacation Trust Administration Fee** | \$.05 |
| Annuity Fund | \$.60 |
| Contract Administration | \$.11 |
| Industry Stabilization Fund | \$.06 |
| Job Placement Center & Market Fund | \$.11 |
| Business Development Fund | \$.07 |
| Heavy and Highway Committee | \$.08 |
| TOTAL | \$ 31.63 |

*Vacation, Holiday, & Sick Pay is added to the hourly wage rate to establish the gross total taxable pay. The gross total taxable pay amount is subject to normal payroll deductions. After normal deductions, the full Vacation, Holiday, & Sick Pay contribution is deducted, reported, and paid with the monthly trust fund contributions. Please note that the current **Supplemental Dues rate is one dollar and thirty-two cents (\$1.32).**

**The Vacation Trust Fund requires an Administrative Fee, and the amount of that fee has been set at \$0.05 (five cents). This Administrative Fee is not subject to payroll taxes. Employers will continue to tax the Vacation/Holiday/Sick Pay amount. For Prevailing Wage purposes, the Administrative Fee will be included in the total Vacation/Holiday amount.

WAGE RATES: June 29, 2020 to June 28, 2021

01.03.00 CLASSIFICATIONS, MANNING AND RATES (Please see [Current Agreement](#) for classification descriptions)

| <u>Classifications – 01.03.00</u> | <u>Area 1</u> | <u>Area 2</u> | <u>Special Single & Second Shift</u> | <u>Area 1</u> | <u>Area 2</u> |
|-----------------------------------|---------------|---------------|--|---------------|---------------|
| Group 1 | \$51.42 | \$53.42 | Group 1 | \$56.75 | \$58.75 |
| Group 2 | \$49.89 | \$51.89 | Group 2 | \$55.02 | \$57.02 |
| Group 3 | \$48.41 | \$50.41 | Group 3 | \$53.36 | \$55.36 |
| Group 4 | \$47.03 | \$49.03 | Group 4 | \$51.80 | \$53.80 |
| Group 5 | \$45.76 | \$47.76 | Group 5 | \$50.38 | \$52.38 |
| Group 6 | \$44.44 | \$46.44 | Group 6 | \$48.88 | \$50.88 |
| Group 7 | \$43.30 | \$45.30 | Group 7 | \$47.60 | \$49.60 |
| Group 8 | \$42.16 | \$44.16 | Group 8 | \$46.33 | \$48.33 |
| Group 8A | \$39.95 | \$41.95 | Group 8A | \$43.82 | \$45.82 |

Operating Engineers Wage Rates – June 29, 2020 to June 28, 2021 (Continued)

01.03.01 ALL CRANES AND ATTACHMENTS (Please see [Current Agreement](#) for classification descriptions)

| <u>Straight-Time Hourly</u> | <u>Area 1</u> | <u>Area 2</u> | <u>Special Single & Second Shift</u> | <u>Area 1</u> | <u>Area 2</u> |
|-----------------------------|---------------|---------------|--|---------------|---------------|
| Group 1 | \$53.05 | \$55.05 | Group 1 | \$58.48 | \$60.48 |
| Group 1-A | \$52.30 | \$54.30 | Group 1-A | \$57.73 | \$59.73 |
| Group 2-A | \$50.54 | \$52.54 | Group 2-A | \$55.74 | \$57.74 |
| Group 3-A | \$48.80 | \$50.80 | Group 3-A | \$53.78 | \$55.78 |
| Group 4-A | \$45.76 | \$47.76 | Group 4-A | \$50.38 | \$52.38 |
| Group 5-A Foreman | | | Group 5-A Foreman | | |
| Crane Foreman & Shifter | \$55.27 | \$57.27 | Crane Foreman & Shifter | \$60.82 | \$62.82 |
| Crane Working Foreman | \$54.27 | \$56.27 | Crane Working Foreman | \$59.82 | \$61.82 |
| Crane Master Mechanic | \$55.27 | \$57.27 | Crane Master Mechanic | \$60.82 | \$62.82 |

5183 – Truck Crane Assistant to Engineer

| <u>Straight-Time Hourly</u> | <u>Area 1</u> | <u>Area 2</u> | <u>Special Single & Second Shift</u> | <u>Area 1</u> | <u>Area 2</u> |
|-----------------------------|---------------|---------------|--|---------------|---------------|
| Group 1 | \$46.08 | \$48.08 | Group 1 | \$50.65 | \$52.65 |
| Group 1-A | \$45.33 | \$47.33 | Group 1-A | \$49.90 | \$51.90 |
| Group 2-A | \$45.07 | \$47.07 | Group 2-A | \$49.61 | \$51.61 |
| Group 3-A | \$44.83 | \$46.83 | Group 3-A | \$49.34 | \$51.34 |

5183 – Hydraulic

| <u>Straight-Time Hourly</u> | <u>Area 1</u> | <u>Area 2</u> | <u>Special Single & Second Shift</u> | <u>Area 1</u> | <u>Area 2</u> |
|-----------------------------|---------------|---------------|--|---------------|---------------|
| Group 3-A | \$44.44 | \$46.44 | Group 3-A | \$48.88 | \$50.88 |

5173 – Assistant to Engineer

| <u>Straight-Time Hourly</u> | <u>Area 1</u> | <u>Area 2</u> | <u>Special Single & Second Shift</u> | <u>Area 1</u> | <u>Area 2</u> |
|-----------------------------|---------------|---------------|--|---------------|---------------|
| Group 1 | \$43.79 | \$45.79 | Group 1 | \$48.06 | \$50.06 |
| Group 1-A | \$43.04 | \$45.04 | Group 1-A | \$47.31 | \$49.31 |
| Group 2-A | \$42.83 | \$44.83 | Group 2-A | \$47.08 | \$49.08 |
| Group 3-A | \$42.55 | \$44.55 | Group 3-A | \$46.77 | \$48.77 |

01.03.02 STEEL ERECTORS AND FABRICATORS (Please see [Current Agreement](#) for classification descriptions)

| <u>Straight-Time Hourly</u> | | <u>Special Single & Second Shift</u> | |
|-----------------------------|---------|--|---------|
| Group A-1 | \$54.02 | Group A-1 | \$59.57 |
| Group 1 | \$53.27 | Group 1 | \$58.82 |
| Group 2 | \$51.50 | Group 2 | \$56.84 |
| Group 3 | \$50.02 | Group 3 | \$55.16 |
| Group 4 | \$48.00 | Group 4 | \$52.90 |
| Group 5 | \$46.70 | Group 5 | \$51.43 |

Operating Engineers Wage Rates - June 29, 2020 to June 28, 2021 (Continued)

01.03.02 STEEL ERECTORS AND FABRICATORS ~ cont'd

5183 - Truck Crane Assistant to Engineer

Straight-Time Hourly

| | |
|-----------|---------|
| Group A-1 | \$46.70 |
| Group 1 | \$45.95 |
| Group 2 | \$45.73 |
| Group 3 | \$45.46 |

Special Single & Second Shift

| |
|-----------|
| Group A-1 |
| Group 1 |
| Group 2 |
| Group 3 |

**Straight-Time
Hourly**

| |
|---------|
| \$51.34 |
| \$50.59 |
| \$50.34 |
| \$50.04 |

5183 - Hydraulic

Straight-Time Hourly

| | |
|---------|---------|
| Group 3 | \$45.07 |
|---------|---------|

Special Single & Second Shift

| | |
|---------|---------|
| Group 3 | \$49.61 |
|---------|---------|

5173 - Assistant to Engineer

Straight-Time Hourly

| | |
|-----------|---------|
| Group A-1 | \$44.47 |
| Group 1 | \$43.72 |
| Group 2 | \$43.45 |
| Group 3 | \$43.23 |

Special Single & Second Shift

| | |
|-----------|---------|
| Group A-1 | \$48.82 |
| Group 1 | \$48.07 |
| Group 2 | \$47.79 |
| Group 3 | \$47.53 |

01.03.03 PILEDRIVERS (Please see [Current Agreement](#) for classification descriptions)

Straight-Time Hourly

| | |
|-----------|---------|
| Group A-1 | \$53.39 |
| Group 1 | \$52.64 |
| Group 2 | \$50.82 |
| Group 3 | \$49.14 |
| Group 4 | \$47.37 |
| Group 5 | \$46.07 |
| Group 6 | \$44.73 |
| Group 7 | \$43.64 |
| Group 8 | \$42.50 |

Special Single & Second Shift

| | |
|-----------|---------|
| Group A-1 | \$58.86 |
| Group 1 | \$58.11 |
| Group 2 | \$56.06 |
| Group 3 | \$54.18 |
| Group 4 | \$52.18 |
| Group 5 | \$50.72 |
| Group 6 | \$49.21 |
| Group 7 | \$47.98 |
| Group 8 | \$46.71 |

5183 - Truck Crane Assistant to Engineer

Straight-Time Hourly

| | |
|-----------|---------|
| Group A-1 | \$46.41 |
| Group 1 | \$45.66 |
| Group 2 | \$45.41 |
| Group 3 | \$45.12 |

| |
|-----------|
| Group A-1 |
| Group 1 |
| Group 2 |
| Group 3 |

| |
|---------|
| \$51.01 |
| \$50.26 |
| \$49.99 |
| \$49.66 |

Operating Engineers Wage Rates - June 29, 2020 to June 29, 2021 (Continued)

01.03.03 PILEDRIVERS~ cont'd.

5173 - Assistant to Engineer

| Straight-Time Hourly | | Special Single & Second Shift | |
|----------------------|---------|-------------------------------|---------|
| Group A-1 | \$44.13 | Group A-1 | \$48.44 |
| Group 1 | \$43.38 | Group 1 | \$47.69 |
| Group 2 | \$43.11 | Group 2 | \$47.39 |
| Group 3 | \$42.89 | Group 3 | \$47.15 |

01.03.06 TUNNEL/UNDERGROUND (Please see [Current Agreement](#) for classification descriptions)

Underground

| Straight-Time Hourly | Area 1 | | Special Single & Second Shift | Area 1 | |
|----------------------|---------|---------|-------------------------------|---------|---------|
| | Area 1 | Area 2 | | Area 1 | Area 2 |
| Group 1-A | \$49.89 | \$51.89 | Group 1-A | \$55.02 | \$57.02 |
| Group 1 | \$47.42 | \$49.42 | Group 1 | \$52.23 | \$54.23 |
| Group 2 | \$46.16 | \$48.16 | Group 2 | \$50.82 | \$52.82 |
| Group 3 | \$44.83 | \$46.83 | Group 3 | \$49.34 | \$51.34 |
| Group 4 | \$43.69 | \$45.69 | Group 4 | \$48.04 | \$50.04 |
| Group 5 | \$42.55 | \$44.55 | Group 5 | \$46.77 | \$48.77 |

Shafts, Stopes and Raises

| Straight-Time Hourly | Area 1 | | Special Single & Second Shift | Area 1 | |
|----------------------|---------|---------|-------------------------------|---------|---------|
| | Area 1 | Area 2 | | Area 1 | Area 2 |
| Group 1-A | \$49.99 | \$51.99 | Group 1-A | \$55.13 | \$57.13 |
| Group 1 | \$47.52 | \$49.52 | Group 1 | \$52.34 | \$54.34 |
| Group 2 | \$46.26 | \$48.26 | Group 2 | \$50.93 | \$52.93 |
| Group 3 | \$44.93 | \$46.93 | Group 3 | \$49.45 | \$51.45 |
| Group 4 | \$43.79 | \$45.79 | Group 4 | \$48.15 | \$50.15 |
| Group 5 | \$42.65 | \$44.65 | Group 5 | \$46.88 | \$48.88 |

01.04.00 FOREMAN

| <u>Straight-Time Hourly</u> | <u>Area 1</u> | <u>Area 2</u> | <u>Special Single & Second Shift</u> | <u>Area 1</u> | <u>Area 2</u> |
|---------------------------------|---------------|---------------|--|---------------|---------------|
| 2921 Foreman & Shifters, over 7 | \$51.42 | \$53.42 | 2921 Foreman & Shifters, over 7 | \$56.75 | \$58.75 |
| 2931 Foreman [Working], under 7 | \$49.89 | \$51.89 | 2931 Foreman [Working], under 7 | \$55.02 | \$57.02 |
| 3341 Master Mechanic, over 5 | \$51.42 | \$53.42 | 3341 Master Mechanic, over 5 | \$56.75 | \$58.75 |

APPRENTICE FRINGE BENEFITS (Based on Group 4): June 29, 2020 to June 28, 2021

| | |
|--|----------|
| Health & Welfare | \$ 11.34 |
| Pensioned Health & Welfare | \$ 2.54 |
| Pension | \$ 9.18 |
| Affirmative Action Training Fund | \$ 2.07 |
| IUOE National Training Fund | \$ 0.05 |
| Vacation, Holiday & Sick Pay/Supp. Dues* | \$ 4.27 |

OPERATING ENGINEERS: June 29, 2020 to June 28, 2021 (Continued)

APPRENTICE FRINGE BENEFITS – cont.

| | |
|-------------------------------------|-----------------|
| Vacation Trust Administration Fee** | \$.05 |
| Annuity Fund | \$.60 |
| Contract Administration Fund | \$.11 |
| Industry Stabilization Fund | \$.06 |
| Job Placement Center & Market Fund | \$.11 |
| Business Development Fund | \$.07 |
| Heavy & Highway Committee | \$.08 |
| TOTAL | \$ 30.53 |

*Vacation, Holiday, & Sick Pay is added to the hourly wage rate to establish the gross total taxable pay. The gross total taxable pay amount is subject to normal payroll deductions. After normal deductions, the full Vacation, Holiday, & Sick Pay contribution is deducted, reported, and paid with the monthly trust fund contributions. Please note that the current Supplemental Dues rate is one dollar and Thirty-two cents (\$1.32).

**The Vacation Trust Fund requires an Administrative Fee, and the amount of that fee has been set at \$0.05 (five cents). This Administrative Fee is not subject to payroll taxes. Employers will continue to tax the Vacation/Holiday/Sick Pay amount. For Prevailing Wage purposes, the Administrative Fee will be included in the total Vacation/Holiday amount.

APPRENTICE WAGE RATES (Based on Group 4): June 29, 2020 to June 28, 2021

| <u>Straight-Time Hourly</u> | <u>Area 1</u> | <u>Area 2</u> | <u>Special Single & Second Shift</u> | <u>Area 1</u> | <u>Area 2</u> |
|------------------------------------|----------------------|----------------------|---|----------------------|----------------------|
| 1st Period (55%) | \$25.87 | \$27.87 | 1st Period (55%) | \$28.49 | \$30.49 |
| 2nd Period (60%) | \$28.22 | \$30.22 | 2nd Period (60%) | \$31.08 | \$33.08 |
| 3rd Period (65%) | \$30.57 | \$32.57 | 3rd Period (65%) | \$33.67 | \$35.67 |
| 4th Period (70%) | \$32.92 | \$34.92 | 4th Period (70%) | \$36.26 | \$38.26 |
| 5th Period (85%) | \$39.98 | \$41.98 | 5th Period (85%) | \$44.03 | \$46.03 |

Surveyors (Based on Group 7)

| <u>Straight-Time Hourly</u> | <u>Area 1</u> | <u>Area 2</u> | <u>Special Single & Second Shift</u> | <u>Area 1</u> | <u>Area 2</u> |
|------------------------------------|----------------------|----------------------|---|----------------------|----------------------|
| 1st Period (60%) | \$25.98 | \$27.98 | 1st Period [60% of Group 7] | \$28.56 | \$30.56 |
| 2nd Period (70%) | \$30.31 | \$32.31 | 2nd Period [70% of Group 7] | \$33.32 | \$35.32 |
| 3rd Period (80%) | \$34.64 | \$36.64 | 3rd Period [80% of Group 7] | \$38.08 | \$40.08 |
| 4th Period (85%) | \$36.81 | \$38.81 | 4th Period [85% of Group 7] | \$40.46 | \$42.46 |
| 5th thru 8th (100%) | \$43.30 | \$45.30 | 5th thru 8th (100%) | \$47.60 | \$49.60 |

ENTRY LEVEL OPERATOR FRINGE BENEFITS: June 29, 2020 to June 28, 2021

| | |
|--|-----------------|
| Health & Welfare | \$ 11.34 |
| Pensioned Health & Welfare | \$ 2.41 |
| Pension | \$ 7.91 |
| Affirmative Action | \$ 1.07 |
| Vacation, Holiday & Sick Pay & Supp. Dues* | \$ 3.07 |
| IUOE National Training Fund | \$.05 |
| Vacation Trust Administrative Fee** | \$.05 |
| TOTAL | \$ 25.90 |

*Vacation, Holiday, & Sick Pay is added to the hourly wage rate to establish the gross total taxable pay. The gross total taxable pay amount is subject to normal payroll deductions. After normal deductions, the full Vacation, Holiday, & Sick Pay contribution is deducted, reported, and paid with the monthly trust fund contributions. Please note that the current Supplemental Dues rate is one dollar and thirty-two cents (\$1.32).

OPERATING ENGINEERS: June 29, 2020 to June 28, 2021 (Continued)

***The Vacation Trust Fund requires an Administrative Fee, and the amount of that fee has been set at \$0.05 (five cents). This Administrative Fee is not subject to payroll taxes. Employers will continue to tax the Vacation/Holiday/Sick Pay amount. For Prevailing Wage purposes, the Administrative Fee will be included in the total Vacation/Holiday amount.*

ENTRY LEVEL OPERATOR WAGE RATES (Based on Group 4): June 29, 2020 to June 28, 2021

| <u>Straight-Time Hourly</u> | <u>Area 1</u> | <u>Area 2</u> | <u>Special Single & Second Shift</u> | <u>Area 1</u> | <u>Area 2</u> |
|------------------------------------|----------------------|----------------------|---|----------------------|----------------------|
| 2687 - 1st Period (60%) | \$28.22 | \$30.22 | 2687 - 1st Period (60%) | \$31.08 | \$33.08 |
| 2688 - 2nd Period (70%) | \$32.92 | \$34.92 | 2688 - 2nd Period (70%) | \$36.26 | \$38.26 |
| 2689 - 3rd Period (80%) | \$37.62 | \$39.62 | 2689 - 3rd Period (80%) | \$41.44 | \$43.44 |
| 2697 - 4th Period (90%) | \$42.33 | \$44.33 | 2697 - 4th Period (90%) | \$46.62 | \$48.62 |

NOTE: When the Entry Level Operator has completed **three thousand (3000)** hours worked, he/she shall be considered a Qualified Journeyman Operator.

For work other than private, the wage rate for Entry Level Operator shall be one hundred percent (100%) of the current prevailing wage rate for a Journeyman Operator.

When the Entry Level Operator has completed fifteen hundred (1,500) hours worked, he/she shall be considered a qualified Journeyman Operator.

When the Entry Level Operator has attained Journeyman Operator status, he/she shall receive one hundred percent (100%) of the current prevailing wage and fringe benefits for a Journeyman Operator.

The Employer may employ Employees in the Entry Level Operator classification for private work only.

Probationary Period: The first seven hundred fifty (750) hours worked shall be considered the probationary period for the Entry Level Operator.

No Entry Level Operator shall displace or cause the layoff or termination of employment of the Employer's Employees who are employed on the job on which the Entry Level Operator is employed, when the Employer hires an Entry Level Operator.

The Employer may only hire Entry Level Operators when there is less than fifteen percent (15%) registered on the out-of-work list in the Job Placement Center servicing the job or project to which the Employee is to be dispatched.

The Employer may hire Employees from any source including the Union's Job Placement Center. The Employer shall refer to the Job Placement Center any Employee whom it hires from a source other than the Job Placement Center. It shall do so within forty-eight (48) hours of the day the Employee begins work. The Job Placement Center shall issue the Employee a dispatch slip.

Future Increases – Subject to Union Allocation:

June 28, 2021: \$2.80

June 27, 2022: \$2.80

SERVICING OTHER CRAFTS:

When Employees covered by this Agreement are employed on a job or project where another craft or crafts work a shorter day or shorter week, such employees affected shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight time wage rate.

When Employees perform work covered by this Agreement in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

TIDE WORK:

When an Employee or Employees are called out to work tide work, the minimum pay for such work shall be eight (8) hours at regular straight time. In computing time to be paid for under this provision, each hour worked before 8:00 a.m. or after 4:30 p.m. shall be considered as being two (2) straight-time hours and each one-half (1/2) hour shall be considered as being one (1) straight-time hour; each hour worked between 8:00 a.m. and 4:30 p.m. shall be considered as one (1) straight-time hour. The foregoing shall not apply to time worked on Saturdays, Sundays, or holidays. In the event an Employee or Employees are called out to work tide work on Saturdays, Sundays, or holidays, the overtime rate (double straight time) shall be paid for each hour worked, and the minimum pay shall be six (6) hours at said overtime rate.

MEAL PERIOD:

There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one-half (1/2) hour before and completed not later than one (1) hour after the mid-point of the regularly scheduled hours of work for each Employee's shift. The meal period for Mechanics, Service and Lubricating Engineers, may be scheduled to permit work at the applicable straight-time rate during the regularly scheduled meal period.

If the Individual Employer requires the Employee to perform any work included in Section 02.04.00 of this Agreement through his/her scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

Second (2nd) Meal Period - No employee shall be required to work continuously for more than ten (10) hours per workday without Individual Employer providing the Employee with an uninterrupted second (2nd) thirty (30) minute meal period.

However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2nd) meal period so long as the first (1st) meal period was taken and the Employee works not more than a total of twelve (12) hours.

Should any provision of California State Labor Code Section 512 be amended during the term of this Agreement, the parties agree to meet to address those changes in accordance with Section 03.05.00 (General Savings Clause) of this Agreement.

All disputes concerning meals and/or rest periods are subject to the Grievance Procedures provided for in Section 18.00.00 and must be brought to the attention of the Employer, in writing, by the Union or Employee within fifteen (15) business days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

HEAT ILLNESS COOL-DOWN 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 and Individual Employer standards.

If the Employee is not provided a cool-down recovery period by the Individual Employer, Employee must report it immediately to the Individual Employers onsite Supervisor and in no event no later than the end of the shift.

If an Individual Employer fails to provide an Employee a recovery period in accordance with state requirements, the Employee shall be paid a penalty wage payment equal to one (1) hour at his/her applicable hourly wage rate excluding fringe benefits for missed recovery period that day regardless of the number of missed periods.

All disputes concerning recovery periods are subject to the Grievance Procedures provided for in Section 18.00.00 and must be brought to the attention of the Employer, in writing, by the Union or Employee within fifteen (15) business days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

OVERTIME:

One and one half (1 1/2) times the applicable straight time hourly rate shall be paid for all work performed before a shift begins and after it ends and for all work performed on Saturdays. Double (2) the straight time hourly rate shall be paid for all work on Sundays and holidays.

Steel Fabricating and Erecting Work: Employees employed on all work performed under **Section 13.00.00** shall receive time and one half (1 1/2) for the first two (2) hours over eight (8) and up to and including ten (10) hours, Monday through Friday, and time and one half (1 1/2) for the first eight (8) hours on Saturdays (except where the Operating Engineers is servicing a craft receiving double (2) time, then the Operating Engineer shall receive double (2) time. Double (2) time shall be paid for all hours over ten (10), Monday through Friday, and over eight (8) hours on Saturdays. Sundays and holidays shall be paid at double (2) time.

Pile Driving: Employees employed on all work performed under **Section 14.00.00** shall receive double (2) the applicable straight time rate for all work performed before a shift begins and after it ends, and on Saturdays, Sundays and holidays, except that time and one half (1 1/2) shall be paid for the first two (2) hours of overtime on a regular workday, regardless of whether such overtime is worked before or after the regular work hours.

Repair, maintenance and start up time before a shift begins and after the shift ends and on Saturdays shall be one and one half (1 1/2) times the applicable straight time rate. Sundays and holidays shall be double (2) the straight time rate.

SHOW UP TIME & INCLEMENT WEATHER:

To the extent permitted by law, Saturday work may be performed at straight-time rates in the event of time lost during the work week due to one or more of the following conditions: inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer, provided the total straight-time hours worked by any employee in any one (1) week including Saturday make-up work, shall not exceed forty (40) hours. Saturday make-up work shall be performed on a voluntary basis only, and no employee shall be discharged or otherwise disciplined for his/her refusal to perform such work.

Not less than one-half (½) of a shift or a full shift between April 1 and November 15 and not less than one-half (½) of a shift, three-quarters (¾) of a shift or a full shift between November 16 and March 31 at the applicable rate shall be paid for the work performed on any one (1) shift subject to **Section 06.22.00**, except on the first day of employment; on jobs less than one (1) day's duration; on the last day of the job; and on any day that the work on a job or project is suspended on account of weather conditions, by written order of the Contracting Authority, or by any governmental agency having the authority to suspend the work, by the unavailability of fuel, power or water, and on days which there is a major mechanical breakdown (i.e., employees directly affected by such breakdown), not less than four (4) hours at the applicable rate shall be paid for work performed and anytime thereafter shall be reckoned by the hour.

When an employee reports for his/her shift, or when dispatched and reports at the agreed time and designated place and there is no work covered by **Section 02.04.00** provided for the employee by the Individual Employer, the employee shall be paid two (2) hours at the applicable rate of his/her classification at the straight time hourly or overtime rate applicable on that day as show up time; if the employee is requested to stand by, and does so, and is

given no work, the employee shall be paid four (4) hours pay at the rate applying to the job or unless such employee or applicant reported in a condition unfit to perform his/her work or unless such applicant was rejected by the Individual Employer in accordance with the provisions of the Job Placement Regulations of this Agreement.

Provided, however, if his/her work is suspended on account of weather conditions, the employee shall be entitled to show up time only if s/he remains on the jobsite for two (2) hours pending abatement of such weather, unless sent home earlier by the Individual Employer. If an employee work is started, in lieu of show up time, the employee shall be compensated as provided in **Section 06.02.00** and **06.03.00**. If an employee's work is to be suspended for any reason, the employee shall be notified at least two (2) hours before being required to report on his/her shift.

The employee shall keep the Individual Employer advised at all times of his/her correct address and telephone number. When the employee has no telephone, or when the employee cannot be reached at the number furnished to the Individual Employer, the employee shall not be entitled to show up time in the event s/he reports on a day of inclement weather unless s/he has previously called the Individual Employer at the time and place designated in a notice posted on the job. The provisions of this Section shall apply also when the employee is working under **Section 13.00.00** and **14.00.00** of this Agreement. The Individual Employer and the Union may mutually agree to other and additional means of notification of employees.

SUBSISTENCE: None, except as provided for under Section 11.00.00, Section 13.06.00 and Section 14.03.00 of the Operating Engineers Master Agreement.

NOTE: Area 2 wage rates apply in outlying areas. Contact IR North at (925) 827-2422 for more information.

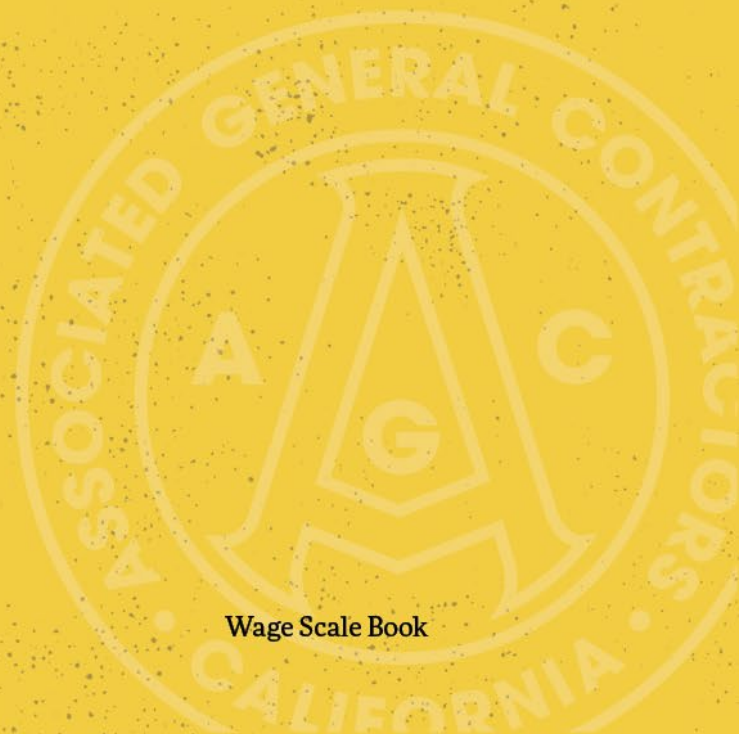
PARKING: When access to where the work is being performed (at a job or project or within a job or project) is unsuitable, or no parking facilities are provided within a five minute walk from where the employee's work is being performed, the Individual Employer shall transport the employees to and from where the work is to be performed, and such transport shall be one-half (½) on the Individual Employer's time and one-half (½) on the employee's time. Where free parking is not available, parking places or parking facilities will be provided by the Individual Employer for the employees at no cost to the employees. If the employee must pay for parking, the Individual Employer shall reimburse the employee for each parking expenditure; provided, however, the Individual Employer may require the submission of dated and signed receipts. Such receipts may be turned in weekly or on termination of employment, whichever is sooner.

MASTER LABOR AGREEMENT EXPIRATION: [Current Agreement](#) expires on June 30, 2023.



2018-2023

PILE DRIVERS MASTER LABOR AGREEMENT



PILE DRIVERS
Master Labor Agreement Expiration Date: June 30, 2023

FRINGE BENEFITS: July 1, 2020 to June 30, 2021

| | |
|--|---------|
| Health & Welfare | \$11.70 |
| Pension | \$10.65 |
| Annuity Fund | \$ 4.20 |
| Training | \$ 1.08 |
| Vacation/Holiday/Sick Leave* | \$ 4.15 |
| Supplemental Dues (Work Fees)* | \$ 2.14 |
| Vacation/Holiday/Sick Leave Admin.** | \$.10 |
| AGC CCAP/Industry Promotion | \$.04 |
| Carpenters International Training Fund | \$.10 |
| Geographic & Marketing LMCC (G & M) | \$.01 |
| Contract Administration | \$.10 |

TOTAL \$34.27

*Vacation and Work Fee amounts are added to the hourly rate to establish the gross pay. The gross pay amount is subject to normal payroll deductions. After normal deductions, the full vacation and work fee contributions are deducted, reported and paid to the appropriate trust fund.

**The vacation/holiday/sick leave contribution is not added to the hourly rate to establish gross pay.

WAGE RATES: July 1, 2020 – June 30, 2021

PER HOUR

| | |
|-------------------------------|----------------|
| Pile Driver Journeyman | \$51.90 |
| Foreman Rate* | \$57.09 |

*Foreman Rate – 10% per hour above the Journey Pile Drivers Wharf & Dock Builders I wage rate.

Foreman: When two (2) or more workers are employed to perform work covered by this Agreement, one shall be designated foreman; however, in the event the jobsite is being supervised by a foreman member of the United Brotherhood of Carpenters and Joiners of America on the payroll of the Employer, this provision shall not apply.

APPRENTICE WAGE RATES & FRINGE BENEFITS: JULY 1, 2020 – JUNE 30, 2021

| <u>Period</u> | <u>Percentage</u> | <u>Fringes</u> | <u>Per Hour</u> |
|--------------------|-------------------|--|-----------------|
| 1st (0-6 Months) | 60% | Health & Welfare, Work Fees (Supplemental Dues), Industry Promotion, Carpenters Int'l Training Fund, Training, Contract Administration, Geographic & Marketing | \$31.14 |
| 2nd (7-12 Months) | 65% | Same as 1 st Period plus Vacation | \$33.74 |
| 3rd (13-18 Months) | 70% | Same as 2 nd period plus Annuity | \$36.33 |
| 4th (19-24 Months) | 75% | Same as 3 rd period | \$38.93 |
| 5th (25-30 Months) | 80% | All Fringes | \$41.52 |
| 6th (31-36 Months) | 85% | All Fringes | \$44.12 |
| 7th (37-42 Months) | 90% | All Fringes | \$46.71 |
| 8th (43-48 Months) | 95% | All Fringes | \$49.31 |

Future Increases (All Counties):

July 1, 2021 = \$2.87

July 1, 2022 = \$2.98

WORK DAY:

The work day shall be eight (8) hours' work between the hours of 8:00 a.m. and 4:30 p.m. The regular start time shall be between 6:00 a.m. and 9:00 a.m.

Upon submission of prior written notice by the Individual Employer to the Union, the regular work day may be changed to eight (8) consecutive hours (exclusive of the lunch period) between 6:00 a.m. and 5:30 p.m. Once the regular work day is changed, it shall be for no less than five (5) consecutive work days and may be changed only by written notification by the individual employer and the Union. Upon submission of prior written notice by the Individual Employer to the Union, the Saturday work shifts will have their own established starting times based upon bona fide owner mandated requirements.

Single shift work and the first shift on a multiple shift operation shall consist of eight (8) hours' labor to be performed between the hours of 8 a.m., and 4:30 p.m., Monday through Friday.

WORK WEEK:

An Individual Employer may establish a four by ten work week Monday through Thursday with Friday at time and one-half up to 10 hours. When a holiday falls on Monday, the work week shall be Tuesday through Friday with 10 hours at time and one-half on Saturday during the regularly established shift. All other overtime shall be paid at the double time rate.

Either two (2) or more shifts may be worked provided such work is established by working five (5) consecutive days; except that, it shall be permissible to establish two (2) or more shifts on all jobs of five (5) days or less duration.

SPECIAL SINGLE SHIFT:

When the Individual Employer produces satisfactory evidence in writing to the Union of a bona fide job requirement which certifies work can only be done outside the normal shift hours, and gives the Union prior notice by fax to the start of such special shift (except in the case of emergency), the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. Such special shift shall be in accordance with provisions IV C of this Agreement.

HEAT ILLNESS RECOVERY PERIOD:

A heat illness preventative cool-down recovery period of no less than five (5) minutes shall be made available for employees working in high heat conditions in order to prevent heat illness.

Employees believing a preventative cool-down recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling. Such access to shade shall be permitted at all times. Cooling measures other than shade (e.g., use of misting machines) may be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

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

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

Any dispute or grievance concerning meal, rest, and/or heat illness recovery periods shall first be processed under and in accordance with Article IX, Grievance Procedures.

MEAL PERIOD:

When a worker is called upon to work straight through a job on a continuous basis, all consecutive hours worked beyond the first regularly established shift shall be paid for at the overtime rate. No worker shall return to a straight time pay basis under these circumstances until they shall have had eight (8) consecutive hours off work. Nothing in Paragraph B Section 4 of this Agreement shall modify this paragraph.

There shall be a one-half hour meal period, which shall be scheduled by the Individual Employer so that the beginning of the meal period will occur not earlier than four (4) hours nor later than five (5) hours after the regular starting time of each shift. If an employee works over 10 hours but not more than 12 hours the employee is entitled to a second 30-minute meal period. However, if an employee works over 10 hours the Union and the Employer and Individual Employer agree to waive the employee's entitled second 30-minute meal period so long as the first meal period was taken and the employee works not more than 12 hours.

If the Individual Employer requires the employee to perform any work included in this Agreement through his/her scheduled meal period, the employee shall be paid at the double time rate until he/she is given a meal period or is given an opportunity to eat.

Employees covered by this Agreement required to work more than two and one-half (2-1/2) hours after the end of his/her regular shift, shall be provided a meal at no cost to the employee and afforded an opportunity to eat his/her meal.

TIDE WORK:

When Employees covered by this Agreement are called out to work broken time or **tide work**, the minimum pay for such work shall be the equivalent of eight (8) hours at regular straight time including fringes. In computing time to be paid for under this provision each hour worked Monday through Friday between 8 a.m. and 4:30 p.m. shall be considered as being one straight time hour worked. Each hour worked between 6 a.m. and 8 a.m. or between 4:30 p.m. and 6:30 p.m. shall be time and one-half to a maximum of two (2) hours. The foregoing shall not apply to time worked on Saturdays, Sundays and holidays. All other overtime shall be paid at the double time rate.

In the event employees covered by this Agreement are called out to work broken time or tide work on Saturdays, Sundays or holidays, the applicable overtime rate shall be paid for each hour and the minimum pay shall be six (6) hours at the applicable overtime rate.

SHOW UP TIME & INCLEMENT WEATHER:

Any employee covered by this Agreement who is called to work at a given point or project and is not put to work shall be paid two (2) hours time. On days when the elements of nature prohibit the work from going on, workers reporting for work shall be paid two (2) hours pay (at straight time), provided they remain at the jobsite during this time ready to work should the weather clear. For the purpose of this Subsection IV 3B only, an employee shall be classified as pile driver and shall be entitled to the provisions of this Subsection unless such employee has been assigned or reassigned to carpenter work by the Individual Employer prior to quitting time of the preceding work day.

Employees time, including Saturdays, Sundays and holidays (other than broken time or tide work) shall be reckoned by the half or full day, except overtime, which shall be reckoned by the hour and half hour, except when an employee voluntarily quits or is laid off by reason of bad weather or a breakdown of essential equipment.

When workers work in inclement weather for emergency reasons it shall be for the duration of the emergency only and time shall be reckoned by the full or half day. If a job is designated as an emergency job by the owner or the contractor and a request is made to the Union by the Individual Employer to work the job, rain or shine, the Union may agree provided adequate and complete rain gear is furnished each man by the Individual Employer.

SUBSISTENCE ZONE:

For the purpose of simplifying the reimbursement of employees covered by this Agreement for subsistence incurred and in accordance with negotiations between the Employer and the Union consummated the 22nd of February, 2008, it is agreed that subsistence zone and map changes shall apply for work bid on or after July 1, 2008 as follows:

On the work performed on projects located in the outer subsistence zones, each individual Pile Driver covered by the Agreement is to be paid the applicable subsistence zone rate per work day (show-up days included) as reimbursement for subsistence.

The center point of the radius for the subsistence zones shall be Pile Drivers Local Union #34 office, located at 55 Hegenberger Place in Oakland, California.

As defined in the subsistence zone map, the rate of reimbursement for subsistence shall be as follows:

Effective July 1, 2008 through June 30, 2010:

| | |
|-------------------------------|-----------------|
| Zone 1 - Inner 60 Miles | No Subsistence |
| Zone 2 - 60 Miles to 90 Miles | \$30.00 per day |
| Zone 3 - 90 Miles and Over | \$50.00 per day |

Effective July 1, 2010:

| | |
|-------------------------------|-----------------|
| Zone 1 - Inner 60 Miles | No Subsistence |
| Zone 2 - 60 Miles to 90 Miles | \$30.00 per day |
| Zone 3 - 90 Miles and Over | \$60.00 per day |

Permanent Yard or Shop: An Individual Employer shall not pay subsistence to employees employed in his permanent yard or shop unless such employee is assigned to work on a job or project which is outside the permanent yard or shop and within a subsistence zone. The actual subsistence zone rate shall be paid to employees working in an Individual Employers yard or shop when the employee is working on a project, which is new construction or major alteration or demolition of an existing facility.

PARKING:

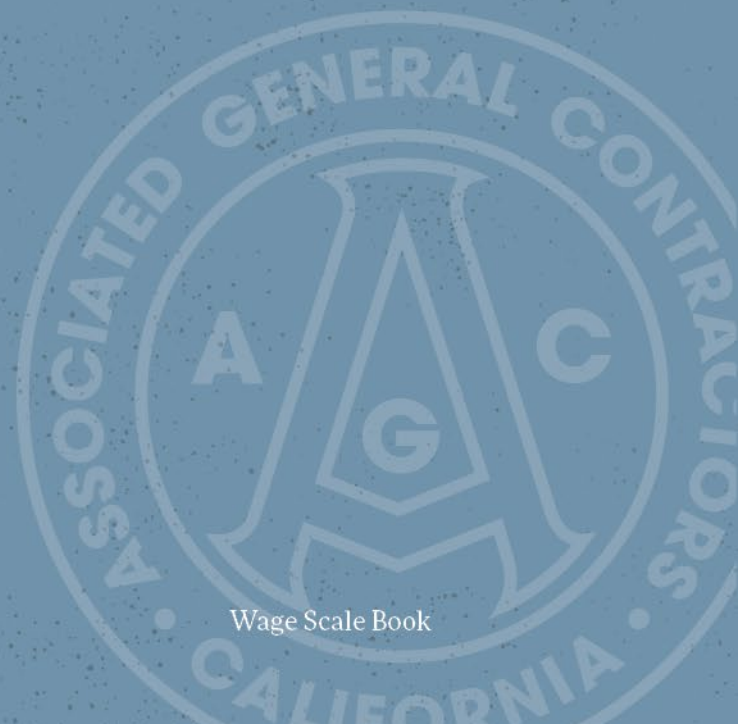
In the congested metropolitan areas of San Francisco, Oakland, Stockton, Sacramento and Eureka where free parking facilities are not available within three (3) blocks of the jobsite, the Individual Employer will provide such facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier.

2018 – 2023 PILE DRIVER MASTER AGREEMENT EXPIRATION DATE: JUNE 30, 2023



2020-2023

TEAMSTERS MASTER LABOR AGREEMENT



TEAMSTERS

Master Labor Agreement Expiration Date: June 30, 2023

FRINGE BENEFITS: July 1, 2020 to June 30, 2021

| | |
|--------------------------------|-----------------|
| Health and Welfare | \$ 14.64 |
| Retirement Security Plan (RSP) | \$ 4.55 |
| Pension | \$ 7.35 |
| Vacation/Holiday/Sick | \$ 2.30 |
| Supplemental Dues | \$.55 |
| Nor-Cal Training | \$.90 |
| Contract Administration | \$.08 |
| TOTAL: | \$ 30.37 |

*Vacation/Holiday/Sick Pay and Supplemental Dues are added to the hourly wage rate to establish the gross pay. The gross pay amount is subject to normal payroll deductions. After normal deductions, the full vacation/holiday/sick pay and supplemental dues contributions are deducted, reported and paid with the monthly trust fund contributions. Please note that the current supplemental dues rate is fifty-five cents (\$.55). For purposes of calculating overtime, vacation/holiday/sick pay, supplemental dues and other fringe benefits are not included.

WAGE RATES: July 1, 2020 to June 30, 2021

GROUP 1 **\$ 33.95/ hr**

Dump Trucks Under 6 yards
Single Unit Flat Rack (2 axle unit)
Nipper Truck (When Flat Rack Truck is used appropriate Flat Rack Rate shall apply)
Concrete pump truck (When Flat Rack Truck is used appropriate Flat Rack shall apply)
Concrete pump machine
Fork Lift & Lift Jitneys
Warehouse Clerk/Parts Man (Job Site construction; permanent yards where an employee covered by this Agreement is presently assigned to the work)
Fuel and/or Grease Truck Driver or Fuelman
Truck Repair Helper
Fuel Island Attendant, or Combination Pit and/or Grease Rack and Fuel Island Attendant (shall apply only where a full time employee of the contractor is assigned to the work at the sole discretion of the contractor)
Snow Buggy (shall apply only where a full time employee of the contractor is assigned to work at the sole discretion of the contractor)
Steam Cleaning (when an Employee is assigned to this work on a full time basis)
Bus or Manhaul Driver
Escort or Pilot Car Driver
Pickup Truck
Teamster Oiler / Greaser /and/or Serviceman
Hook Tenders (When doing work in Teamster jurisdiction, including loading and unloading)
Team Drivers
Warehousemen
Tool Room Attendant (Refineries)

WAGE RATES: July 1, 2019 to June 30, 2020 ~ cont'd

GROUP 2

\$ 34.25/ hr

Dump Trucks 6 yds Under 8 yds
Transit Mixers through 10 yds.
Water Trucks Under 7000 gals.
Jetting Trucks Under 7000 gals
Single Unit flat rack (3 axle unit)
Highbed Heavy Duty Transport
Scissor Truck
Rubber Tired Muck Car (Not self-loaded)
Rubber Tired Truck Jumbo
Winch Truck and "A" Frame Drivers
Combination Winch Truck with Hoist
Road Oil Truck or Bootman
Buggymobile
Ross, Hyster and similar Straddle Carrier
Small Rubber Tired Tractor (when used in Teamster Jurisdiction)
Truck Dispatcher (shall apply only where a full time employee of the Contractor is assigned to the work at the sole discretion of the Contractor)

GROUP 3

\$ 34.55/ hr

Dump Trucks 8 yds and including 24 yds
Transit Mixers Over 10 yds
Water Trucks 7000 gals and over
Jetting Trucks 7000 gals and over
Vacuum Trucks Under 7500 gals
Trucks Towing Tilt Bed or Flat Bed Pull Trailers
Heavy Duty Transport Tiller Man
Truck Mounted Self Propelled Street Sweeper with or without
Self-Contained Refuse Bin and/or vacuum unit
Boom Truck - Hydro-Lift or Swedish Type Extension or Retracting Crane
P.B. or Similar Type Self Loading Truck
Tire Repairman
Combination Bootman and Road Oiler
Dry Distribution Truck (A Bootman when employed on such equipment, shall receive the rate specified for the classification of Road Oil Trucks or Bootman)
Ammonia Nitrate Distributor, Driver and Mixer
Snow Go and/or Plow

GROUP 4

\$ 34.90/ hr

Dump Trucks over 25 yds and under 65 yds
Vacuum Trucks 7500 gals and over
Water Pulls - DW 10s, 20s, 21s and other similar equipment
when pulling Aqua/pak or Water Tank Trailers
Helicopter Pilots (when transporting men and materials)
Low bed Heavy Duty Transport
DW10s, 20s, 21s and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker,
Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers
Truck Repairman

WAGE RATES: July 1, 2019 to June 30, 2020 ~ cont'd

GROUP 5

\$ 35.25/ hr

Dump Truck 65 yds and over
Holland Hauler
Lowbed Heavy Duty Transport (over 7 axles)

GROUP 6

(Use dump truck yardage rate)

Articulated Dump Truck
Bulk Cement Spreader (w/ or w/o Auger)
Dumpcrete Truck
Skid Truck (Debris Box)
Dry Pre-Batch Concrete Mix Trucks
Dumpster or Similar Type
Slurry Truck
Zim Mixer (Mobile Volumetric Mixer)

GROUP 7

(Use appropriate rate for the power unit or the equipment utilized)

Heater Planer
Asphalt Burner
Scarifier Burner
Fire Guard (where a full time employee of the contractor is assigned to the work)
Industrial Lift Truck (mechanical tailgate)
Utility and Clean-Up Truck
Composite Crewman

GROUP 8 - Trainee

(The straight time hourly wage rates for trainees shall be the percentage of the journey level wage scale for the equipment operated)

SPECIAL SINGLE SHIFT WAGE RATES: \$2.00 per hour above the appropriate straight time rate.

| <u>GROUP</u> | <u>PER HOUR</u> |
|---------------------|---|
| GROUP 1 | \$ 35.95 |
| GROUP 2 | \$ 36.25 |
| GROUP 3 | \$ 36.55 |
| GROUP 4 | \$ 36.90 |
| GROUP 5 | \$ 37.25 |
| GROUP 6 | <i>Use dump truck yardage rate</i> |
| GROUP 7 | <i>Use appropriate rate for the power unit or the equipment utilize</i> |
| GROUP 8 - Trainee | <i>Use appropriate percentage of journey level wage rate</i> |

When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union during the pre-job conference or by email, certified mail or facsimile at least three (3) days prior to the start of such special shift (except in cases of emergency) the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of Section 5(H).

TRAINEE WAGE RATES

The straight time hourly wage rates for trainees shall be the percentage of the journey level wage scale for the equipment operated.

| | |
|-------------------------|-----------------------------|
| Step 1 – 1st 1000 hours | 65% of journey level wages |
| Step 2 – 2nd 1000 hours | 75% of journey level wages |
| Step 3 – 3rd 1000 hours | 85% of journey level wages |
| Thereafter | 100% of journey level wages |

TRAINEE FRINGE BENEFITS

The first through third step trainee fringe benefits are at 100% of journey level, except Vacation/Holiday pay, which shall be excluded for trainees.

An Individual Employer may employ one (1) trainee for every four (4) journey level Teamsters actively employed. Individual Employers with less than four (4) journey level Teamsters may utilize one (1) trainee; thereafter, one (1) for every four (4) journey level Teamsters.

If an employer requests a “trainee”, the Local Union will dispatch “trainees” in the order of their position on the trainee list at the hiring hall of the Local Union.

An Individual Employer may request a particular trainee, by name, who is registered on the trainee list or who has been employed by the employer at any time during the twelve (12) month period immediately preceding such request.

An individual who registers as a “trainee” must fill out an application for “trainee” at the local hiring hall. An individual trainee shall not be eligible to register on the “A”, “B” or “C” list.

The term of a “trainee” shall be based on the number of hours worked plus the number of hours of training completed at the Northern California Teamster Apprentice Training Trust (NCTAT) Training Center. Trainees shall notify their employer prior to attendance at the NCTAT Training Center. The term shall not be less than the total of 3000 hours of employment and/or training for each trainee.

The trainee may not be used to displace any journey level Teamster with an employer signatory to this Agreement.

The trainee will be dispatched from the list at the Local Union without respect to their cumulative hour status; i.e., an Individual Employer may not specifically ask for a Step 1 or Step 2 trainee. An Individual Employer may, however, ask for minimum qualifications such as Class A commercial drivers’ license, HAZMAT certification, hazardous waste training, etc.

An Individual Employer signatory to this Agreement who utilizes trainees will endeavor to provide training and assistance to the trainee including but not limited to time off to attend classes at the NCTAT Training Center, company instruction with a qualified journey level individual, etc.

The Union may terminate the “Trainee Classification” upon thirty (30) days written notification from the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.

FOREMAN

The Employer shall have the right to determine in his sole discretion the need for and the number of foremen or working foremen.

Provided however:

(1) An Employer shall designate one (1) Teamster as a working foreman when the Employer employs on his payroll on the jobsite seven (7) or more Teamsters operating equipment under the jurisdiction of the Teamsters on any combination of concurrent shifts, but excluding pickups, shop trucks and fuel and/or grease trucks.

(2) An Employer shall designate one (1) Teamster as a foreman when the Employer employs on his payroll on the jobsite ten (10) or more Teamsters operating equipment under the jurisdiction of the Teamsters on any combination of concurrent shifts, but excluding pickups, shop trucks and fuel and/or grease trucks. When a foreman is employed, Subsection 1 of Section 4(D) shall not apply.

Individuals employed under this Agreement shall directly supervise the Employees under their control.

It is mutually understood between the Association and the Heavy, Highway, Building and Construction Teamsters Committee for Northern California that Employees performing work covered by this Agreement assigned to a stationary construction yard who perform additional duties as Crew Foreman or Foreman are exempt from the provisions of Supplement 3 of the Agreement only when performing those additional duties as Crew Foreman. He shall not lose seniority when performing those additional duties as Crew Foreman.

Working Foreman – \$ 1.00 per hour above the highest Teamster classification supervised.

Foreman – \$ 2.00 per hour above the highest Teamster classification supervised.

FUTURE INCREASES:

July 1, 2021: \$2.25

July 2, 2022: \$2.25

WORK DAY

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

OVERTIME

All work performed in excess of eight (8) hours per day or in excess of forty (40) hours per week, shall be compensated for at one and one-half (1-1/2) times the Employee's straight time rate.

All work performed by an Employee before or after the regularly established starting and quitting time for his shift shall be compensated for at one and one-half (1-1/2) times the regular straight time rate. Such compensation shall be in addition to compensation required by Section 5(H).

The overtime rate shall be time and one-half (1-1/2) an Employee's regular straight time rate except on Sunday and Holidays when it shall be double an Employee's regular straight time.

All overtime shall be reckoned by the hour and the half-hour.

SHIFT WORK

When more than one shift is employed, such shifts shall run consecutively. The regularly established starting time for the second (2nd) shift on a two-shift operation shall not be later than three (3) hours after the end of work, either straight time or regularly scheduled overtime, of the first (1st) shift. If three (3) shifts are used, the regular starting time for the second (2nd) and third (3rd) shift shall commence not later than one (1) hour after the regularly scheduled end of the previous shift.

The regular starting time for the second (2nd) and third (3rd) shifts shall be posted at the job site and cannot be changed during the course of the work week.

The above provisions may be modified by mutual agreement between the Union and the Employer.

A. The Employer may utilize individual starting times based on the half hour from 5:00 a.m. - 9:00 a.m. The starting time for a double shift shall be either 6:00 a.m., 7:00 a.m., or 8:00 a.m. The starting time for a triple shift shall be 8:00 a.m. The straight time starting time for Employees on each shift shall be the same for all Employees employed on that shift. Other starting times may be established with the consent of the Union. Once established, the starting time may only be changed at the end of the work week.

B. When a public agency requires that construction operations be rescheduled or curtailed due to traffic conditions, weather conditions, or fire hazards in a locality, special earlier or later starting time may be established by mutual agreement between the Individual Employer and the Local Union.

C. Notwithstanding the other provisions of this Section 5D(2), the starting times for individual employees dispatched from stationary construction yards may be scheduled from day to day at 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., and 8:00 a.m. Other starting times may be established with the consent of the Union. Employees dispatched from stationary construction yards will be informed of their starting time for the following day no later than the end of their shift, except in cases of emergency.

D. During the winter months (December through February) between the hours of 5:00 a.m. and 5:00 p.m. the employees may be called out for a work assignment and shall be compensated for a minimum of four (4) hours at the appropriate rate of pay. When employees are called out for a work assignment between the hours of 5:00 p.m. and 5:00 a.m., the employee shall be compensated for a minimum of four (4) hours at the appropriate overtime rate of pay.

The above provisions shall not conflict with 5(E) Special Single Shift.

Whenever the Employer employs three (3) shifts for five (5) or more consecutive days, the first shift of the day and of the work week shall start at 8:00 a.m. Monday and the work week shall end with the closing of the third or graveyard shift at 8:00 a.m. Saturday. Provided the three (3) shift operation started as indicated herein, all work performed between the hours of 8:00 a.m. Saturday and 8:00 a.m. Monday shall be compensated for at the applicable overtime rates. However, if the three (3) shift operation did not commence as required herein, the overtime rate shall be applicable to all work performed after Friday midnight.

Where either two (2) or three (3) shifts are worked, the first shift shall work eight (8) hours and shall receive the regular straight time rate for eight (8) hours, the second (2nd) shift shall work seven and one-half (7-1/2) hours and shall receive the regular straight time rate for eight (8) hours, and the third (3rd) shift shall work seven (7) hours and shall receive the regular straight time rate for eight (8) hours. Once a two (2) or three (3) shift operation has been established, it shall not be terminated other than on a Sunday, except upon completion of the job.

On a two (2) and/or three (3) shift job, in addition to the two (2) and/or three (3) shifts, a single day shift may be established providing it is for five (5) or more consecutive days and is under separate supervision. The regular

starting time of such single day shift shall be between 6:00 a.m., and 8:00 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m.

No single shift Employee shall be integrated with or relieve either a double or triple shift Employee and no double or triple shift Employee shall be integrated with or shall relieve a single shift Employee. The regular day's work for Employees on said shift shall be eight (8) hours.

SHOW UP TIME & INCLEMENT WEATHER

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer, Employees (at their option) may make up such a day on Saturdays and shall be paid at the applicable straight time rate.

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

An employee shall be notified at the end of his/her shift if s/he is not required to work the following day. In the event an employee is not so notified and reports to work, but is not given any work he shall be paid for two (2) hours for such loss of time. In the event of inclement weather or breakdown of equipment, the Employer, unless a lesser period is agreed to by the Union, may give said notice by a mutually agreed upon method not less than two (2) hours prior to an Employee's regular starting time. Payment shall be made at the appropriate straight or overtime rate applicable to the Employee at the time in question. An Employee shall keep his/her Employer informed at all times of his/her correct address and telephone number.

SUBSISTENCE

For subsistence area boundaries please contact the AGC IR-North Office at (925) 827-2422.

The Employer shall pay to Employees covered by this Agreement the amounts shown below for each day worked in addition to the regular and overtime wages, for subsistence;

Area 1 - Free Zone. No subsistence to be paid for any work within this area.

Area 2 - Subsistence area. Subsistence shall be paid for work within this area:

| <u>EFFECTIVE DATE</u> | <u>AMOUNT</u> |
|------------------------------|----------------------|
| June 1, 2010 | \$20.00 |

If all compensable time is spent by an Employee in Area 1 he shall not be paid subsistence.

Employees employed in a yard, shop or plant set up in Area 1 to service a job or project any part of which is in Area 2 (subsistence zone), shall be paid subsistence if 51% or more of the hours worked or paid for by Employees covered by this Agreement on the job or project are in Area 2.

Employees employed in a yard, shop or plant set up in Area 1 (a free zone) to service a job or project any part of which is in Area 2 (subsistence zone), on which job or project less than 51% of the hours worked by Employees covered by this Agreement are in Area 2 (subsistence zone), shall not be paid subsistence unless such Employee works two or more hours, straight or overtime in any shift on such job or project in Area 2, in which case he shall be paid subsistence for the entire day.

The manhours worked or paid for in Area 1 in the shop, yard or plant, shall not be used in any computation in the two proceeding paragraphs.

If an Employee is transported by the Employer from a permanent yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1 all on the same day, on the Employer's time, he shall not receive subsistence.

Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act and shall be paid to such Employee by check weekly and identified separately thereon.

Employees employed in a permanent yard, shop or plant not set up to service a job or project that is within the subsistence area, or employed by an Individual Employer on home building projects (not camps) located within the existing cities and towns within the subsistence area, shall not be paid subsistence.

If the Individual Employer maintains; rents, leases, or otherwise contracts out or arranges for a camp in the subsistence area hereinbefore described, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board shall not be more than the amount allowed for subsistence.

MEAL, REST, & HEAT RECOVERY PERIODS

Meal Period

An Employee shall be granted a lunch period of one-half ($\frac{1}{2}$) hour or one (1) hour during the period starting one-half ($\frac{1}{2}$) hour before the mid-point of the shift and ending one-half ($\frac{1}{2}$) hour after the mid-point of the shift.

Whenever an Employee is not granted a lunch period within the time prescribed above, he shall be paid one-half ($\frac{1}{2}$) hour or one (1) hour at the overtime rate of pay for the lunch period. Such penalty shall be separate and distinct from any overtime payment. If the lunch period is one (1) hour, the penalty to be applied is one (1) hour. It is agreed that the Employee is to be given a lunch period.

The length of the lunch period is to be posted and can only be changed by mutual agreement.

Second (2nd) Meal Period

No Employee shall be required to work continuously for more than ten (10) hours per workday without the Individual Employer providing the Employee with an uninterrupted second (2nd) thirty (30) minute meal period.

However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2nd) meal period so long as the first (1st) meal period was taken and the Employee works not more than a total of twelve (12) hours.

MEAL, REST, & HEAT RECOVERY PERIODS ~ cont'd.

Should any provision of California State Labor Code Section 512 be amended during the term of this Agreement, the parties agree to meet to address those changes in accordance with Section 8H (General Savings Clause) of this Agreement.

Rest Periods. As provided by the State of California Industrial Welfare Commission Order No. 16-2001 covering Construction operations, Employees are authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Employees shall coordinate the timing of each ten (10) minute rest break with their supervisors and fellow employees to assure the continuity of work.

Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer.

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

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

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

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 and Individual Employer standards.

If the Employee is not provided a cool-down recovery period by the Individual Employer, Employee must report it immediately to the Individual Employers onsite Supervisor and in no event no later than the end of the shift.

If an Individual Employer fails to provide an Employee a preventative recovery cool-down period in accordance with State law and this Section, the Individual Employer shall pay the Employee a penalty equivalent to one (1) additional hour of straight-time pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No Employee shall be discriminated against for exercising his/her rights pursuant to this Section.

All disputes concerning meals, rest periods, and/or heat illness preventative cool down recovery periods are subject solely and exclusively to the Grievance Procedures provided for in Section 10A of this Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within thirty (30) calendar days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

TAHOE BASIN AGREEMENT

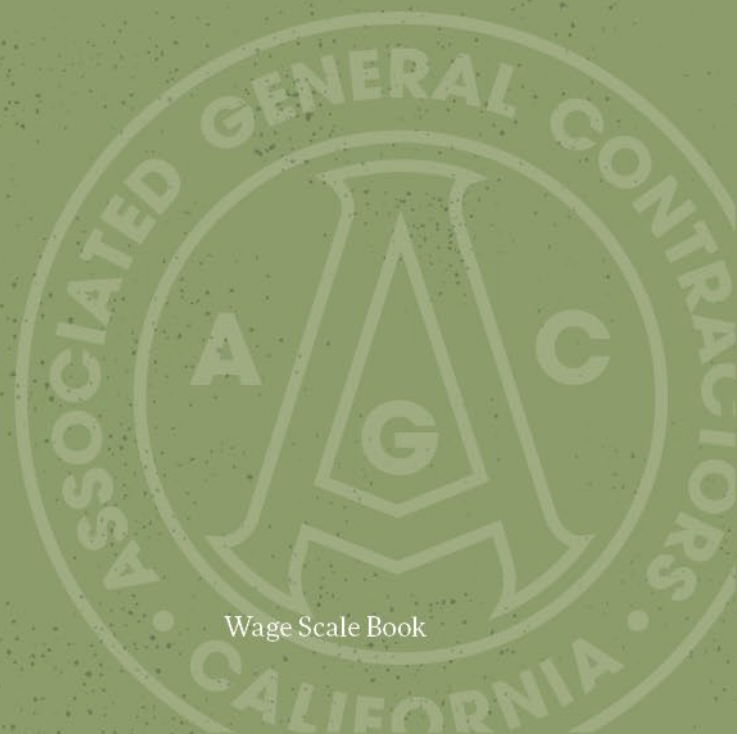
Employees performing work within the Tahoe Basin and being domiciled in or dispatched out of the Local No. 533 employment office shall be paid in accordance with the terms and conditions provided in the International Brotherhood of Teamsters No. 533 and Nevada Chapter AGC Agreement.

2020-2023 TEAMSTERS MASTER LABOR AGREEMENT EXPIRATION DATE: JUNE 30, 2023



2020

HOLIDAYS NORTHERN CALIFORNIA



HOLIDAYS 2020 - NORTHERN CALIFORNIA

| <u>Holiday</u> | <u>Date Recognized</u> | <u>Craft</u> |
|----------------------------|------------------------|--|
| New Year's Day | Wednesday, January 1 | All |
| Martin Luther King Jr. Day | Monday, January 20 | CA, PD & CM Only |
| President's Day | Monday, February 17 | All |
| Memorial Day | Monday, May 25 | All |
| Independence Day | Saturday, July 4 | All |
| Labor Day | Monday, September 7 | All |
| Veteran's Day | Wednesday, November 11 | <i>Observed Holiday for Iron Workers and So. Cal Crafts Only</i> |
| Thanksgiving Day | Thursday, November 26 | All |
| Day After Thanksgiving | Friday, November 27 | All |
| Christmas Day | Friday, December 25 | All |

Note: Holidays falling on a Saturday shall be observed on the previous Friday.
Holidays falling on a Sunday shall be observed on the following Monday.

Overtime: All work performed on a Holiday shall be paid at the appropriate overtime rate.

Iron Workers: No work shall be performed on LABOR DAY except to save life and property.

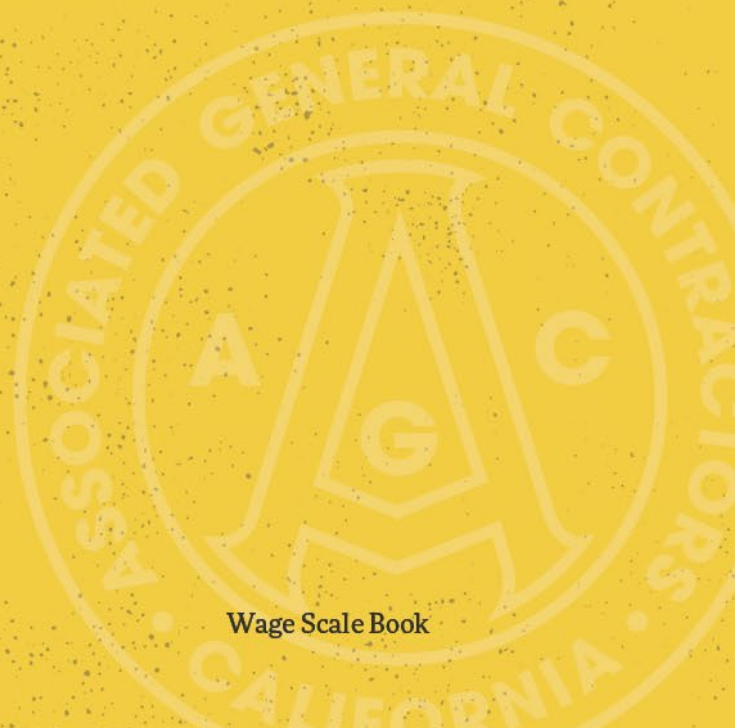
Carpenters/Iron Workers: If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

Carpenters Designated Off Days: Friday January 17, 2020
Friday February 14, 2020
Friday May 22, 2020
Friday September 3, 2020



2021

HOLIDAYS NORTHERN CALIFORNIA



HOLIDAYS 2021 - NORTHERN CALIFORNIA

| <u>Holiday</u> | <u>Date Recognized</u> | <u>Craft</u> |
|----------------------------|------------------------|--|
| New Year's Day | Friday, January 1 | All |
| Martin Luther King Jr. Day | Monday, January 18 | CA, PD & CM Only |
| President's Day | Monday, February 15 | All |
| Memorial Day | Monday, May 31 | All |
| Independence Day | Sunday, July 4 | All |
| Labor Day | Monday, September 6 | All |
| Veteran's Day | Thursday, November 11 | <i>Observed Holiday for Iron Workers and So. Cal Crafts Only</i> |
| Thanksgiving Day | Thursday, November 25 | All |
| Day After Thanksgiving | Friday, November 26 | All |
| Christmas Day | Saturday, December 25 | All |

Note: Holidays falling on a Saturday shall be observed on the previous Friday.
Holidays falling on a Sunday shall be observed on the following Monday.

Overtime: All work performed on a Holiday shall be paid at the appropriate overtime rate.

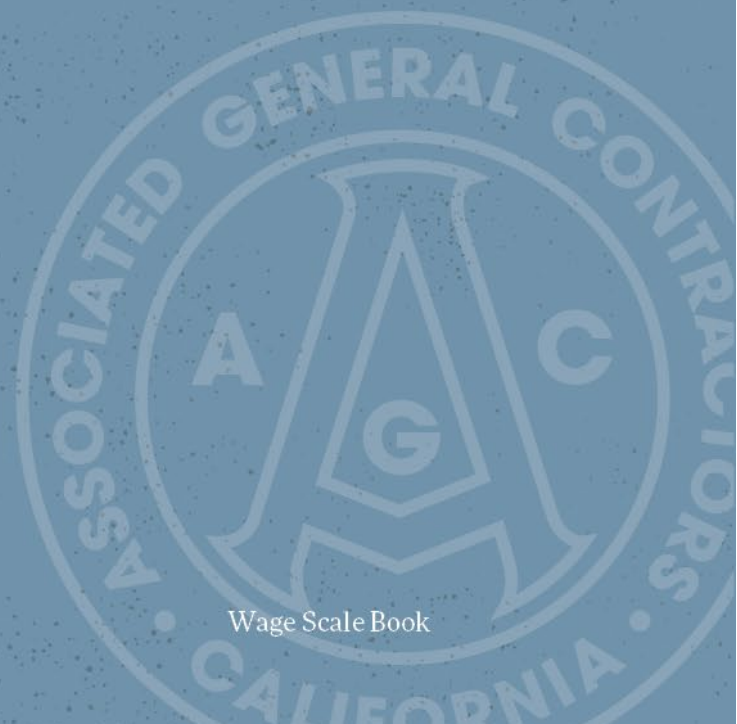
Iron Workers: No work shall be performed on LABOR DAY except to save life and property.

Carpenters/Iron Workers: If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

Carpenters Designated Off Days: Friday February 12, 2021
Friday May 28, 2020
Friday July 2, 2021
Friday September 2, 2021



TRUST FUND OFFICES NORTHERN CALIFORNIA



Carpenters, Pile Drivers, Divers, Bridge, Wharf & Dock Builders:

Carpenters Funds Administrative Office of Northern California

265 Hegenberger Road, Suite 100

Oakland, CA 94621

(510) 633-0333 or (888) 547-2054

(510) 633-0215 Fax

www.carpenterfunds.com

Bill Feyling, Administrator

employerservices@carpenterfunds.com

Laborers:

Laborers Funds Administrative Office of Northern California

220 Campus Lane

Fairfield, CA 94534

(707) 864-2800 or (800) 244-4530

(707) 864-2645 Fax

www.norcalaborers.org

Byron Loney, Fund Manager

Michelle Lauziere, Employer Services Manager (ext. 260)

Cement Masons:

Northern California Cement Masons Funds Administration, Inc.

1600 Harbor Bay Pkwy., Suite 200

Alameda, CA 94502

(415) 536-8253 | (415) 495-2625 Fax

norcalcementmasons.org

Daniel Fseha, Funds Administrator

dfseha@zenith-american.com

Operating Engineers Local 3:

Operating Engineers Local 3 Trust Fund Office

1600 Harbor Bay Parkway, Suite #200

Alameda, CA 94502

(510) 433-4422 | (510) 748-7451 Fax

www.oe3trustfunds.org

Greg Trento, Plan Manager

Iron Workers:

California Field Ironworkers Trust Fund

131 North El Molino Avenue, Suite 330

Pasadena, CA 91101

(626) 792-7337 | (626) 792-7667 Fax

www.ironworkerbenny.com

Rise Spiegel, Executive Director

rises@ironworkerbenny.com

Sherri Cuthbertson, Employer Accounts Manager

sherric@ironworkerbenny.com

Teamsters:

Teamsters Benefit Trust

39420 Liberty Street, Suite 260

Fremont, CA 94538

(800) 533-0119 | (510) 795-0680 Fax

Nora Johnson, Fund Manager

nora@lipmantpa.com



2020-2023

AGC OF CALIFORNIA

Labor Relations Department - North

1390 Willow Pass Road, Suite 250
Concord, CA 94520
Tele (925) 827-2422
Fax (925) 827-4042