

PLASTER TENDERS' MASTER AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of August, 2022, by and between the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS affiliated with the L.I.U.N.A., AFL-CIO, and its affiliated PLASTER TENDERS OF SOUTHERN CALIFORNIA LOCAL UNION 1414, hereinafter referred to as the Union, and the WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION, INC., hereinafter referred to as "Association." The Association enters into this Agreement on behalf of the California Laborers Conference hereinafter referred to as "Contractor."

WHEREAS, in an endeavor of all parties to stabilize conditions in the Plastering Industry for the purpose of affording mutual protection to both the Contractor and employee, and to advance the interest of, and promote harmony among Contractors and employees represented by the Union; and in consideration of the mutual covenants contained in this Agreement, each to be sustained and practiced by the respective parties and for other good and valuable consideration, the parties mutually pledge that they will cooperate in good faith to carry out the terms of this Agreement.

ARTICLE I RECOGNITION

A. The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. The Union has requested recognition as the Section 9(a) representative of the employees performing plaster tenders/plaster clean up laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Association and each Contractor expressly acknowledge that they and each of them have satisfied themselves that the Union represents a majority of the employees employed to perform plaster tenders/plaster clean up laborers' work and agrees that the Union is the collective bargaining representative of such employees. The Association on behalf of itself and each of its members and each Contractor specifically agree that they are establishing or have established a collective bargaining relationship by this Agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947 as amended. The Union is recognized as the sole and exclusive bargaining agent. Any dispute concerning this paragraph shall be resolved by a mutually agreed upon neutral Arbitrator, either during the term of this Agreement or any time thereafter. The Association on behalf of itself and its respective member Contractors bound to this Agreement specifically agree that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

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

B. The Union hereby recognizes the California Laborers Conference of the Western Wall & Ceiling Contractors Association, Inc., as the sole and exclusive bargaining representative for its members, present and future, who are or who become signatory to this Agreement, and agrees that during the term of this Agreement it, individually or collectively, will not negotiate or enter any agreement with such individual members of the Association relative to part or all of the subject matter covered by this Agreement.

1. The Association shall give the Union written notice of any new Contractor member who desires to be bound to the Agreement through the assignment of bargaining rights to the Association within ten (10) days of the Contractor's assignment of bargaining rights. The Association recognizes the Union's right to sign or not sign a Contractor at its discretion, and the Union will notify the Association of the acceptance or rejection of the Contractor within ten (10) business days of the Association's notice. If the Union rejects a Contractor as a party to this Agreement, it will not accept the Contractor as a party to this Agreement through its assignment of bargaining rights to any other multi-employer Association.

C. Subject to the provisions of Article II.B.1, this Agreement shall be binding upon each Contractor who is a member of the Association or who has designated the Association as its bargaining representative, with the same force and effect as if this Agreement were entered into by each member individually. All eligible and/or signatory members of the Association are and shall continue to remain liable under this Agreement for and during the term hereof, irrespective of whether said members shall resign from the Association prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of the Contractor's membership and remain in force for and during the term of this Agreement, including any interpretation and/or modification during the contractual term, provided, however, that as to such former or suspended member, the provisions of Article XVII and Article XVIII shall not apply from the time when such member resigns or is suspended from the Association. Such former or suspended member shall automatically be bound by all of the terms of the Plaster Tenders' Short-Form Agreement for the Construction Industry.

ARTICLE II **COVERAGE**

A. This Agreement shall apply to all Plaster Tenders, Plaster Clean-Up Laborers and Plaster Tender Apprentices working in the geographical area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, San Diego, and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

B. It is agreed that work covered by the Laborers Master Labor Agreement is a part of the work description covered by this Agreement and is part of the bargaining unit work covered by this Agreement. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Contractor, such other wages, hours, and economic terms of employment shall be considered a part of this Agreement by reference. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article III shall be applicable to such work.

ARTICLE III **SUBCONTRACTING, EMPLOYEE RIGHTS,** **UNION STANDARDS AND WORK PRESERVATION**

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

B. Definition of Subcontractor. A subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation, holding a valid state contractor's license where required by law, who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor, or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.

C. Neither the Contractor nor its subcontractors shall contract or subcontract any work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work, except to a person, firm or corporation party to a current labor agreement with the Union.

D. The Contractor shall provide in his contract with the subcontractor the following provisions: "The subcontractor acknowledges that the Contractor has entered into a labor agreement with the Southern California District Council of Laborers covering work at the construction jobsite. The subcontractor agrees to be bound to and comply with all of the terms and conditions of the Plaster Tenders Master Agreement covering the work involved, including wages, trust fund contributions, the grievance and arbitration procedure, and the procedure for settlement of jurisdictional disputes. The subcontractor agrees that it will bind its subcontractor to the Plaster Tenders Master Agreement in the same manner and to the same effect as provided with respect to the Contractor."

E. Labor Broker. A labor broker is defined as a company or individual of any business structure signed to this Agreement, which employs and compensates workers covered by this Agreement but does not supervise or control their work while on loan or supplied to a non-signatory contractor. The contractor shall not act as a labor broker. Any contractor suspected of acting as a labor broker shall be subject to Article XVII of the Agreement, including damages.

ARTICLE IV
REGISTRATION FOR WORK AND
REFERRAL PROCEDURE

A. Dispatching

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

1. The Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and non-discriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility.

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

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

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

shall list any special skills which they may possess.

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

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

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

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

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

8. In addition to the dispatch of workers in Group A and B, the Contractor may hire employees from any source by submitting to the Union a letter of sponsorship of the employee indicating the Contractor's intent to employ the worker on a full-time basis; provided, however, the Union must be notified prior to the employee starting work for the Contractor and the employee must be properly dispatched by the Local Union. No more than 25% of the Contractor's entire workforce employed under this Agreement may be sponsored employees pursuant to this paragraph, unless otherwise agreed to in writing by the Union. If the Contractor violates any provisions of this paragraph, the Union has the right to declare that no further employees may be dispatched as sponsored employees. It is agreed by the parties that the sponsorship of an employee, to be classified as an apprentice by the Contractor, will be contingent upon the potential employee meeting all requirements for admission into the Southern California Plaster Tenders Apprenticeship Program that non-sponsored applicants are expected to meet.

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

10. When ordering workers, the Contractors will give notice to the Union, or its Agents, not later than 1:30 p.m. of the day prior (Monday through Friday), or in any event, not less than 18 ½ hours before the required reporting time; and in the event that 48 hours after such notice, the Union, or its Agents, shall not furnish such workers, the Contractors may procure workers from any other source or sources. If workers are so employed, the Contractors will immediately report to the Union, or its Agents, each such worker by name.

11. The parties recognize that planning for manpower needs is a critical responsibility for both the Contractor and the Union. To help ensure a constant supply of available workmen, the Contractor shall notify the Union by mail or facsimile no sooner than ten (10) days nor later than forty-eight (48) hours prior to the commencement of any plastering or fireproofing work and shall designate the type of construction, the name and address of the project, name of the general contractor, approximate plaster tender starting and ending dates and how many plaster tenders will be employed. The Union will create a form that the contractors can utilize to comply with this subsection.

B. Union Security

It is agreed that all workers or employees covered by this Agreement shall be, or become members of the Union in good standing on the eighth (8th) day after the execution of this Agreement or on the eighth (8th) day after employment, whichever is later, and remain continuously members in good standing of the Union signatory through the Local Union as a condition of employment.

C. Supplemental Dues

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

2. Said supplemental dues shall be transmitted to the Dues Trust concurrently with, but not as a part of the employer's monthly vacation contributions with respect to his employees covered by this Agreement. All sums deducted by the employers pursuant to the provisions of this Section shall, from the instant of their deduction, be considered dues if proper authorization have been furnished. All other sums transmitted by the Contractors pursuant to the provisions of this Section shall, from the instant of their transmittal, be considered vacation contributions if no such proper authorization shall have been furnished and shall be held by the Vacation Trust for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incidental to receipt, administration and remittance to the Union of the supplemental due payments shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount for vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Southern California District Council of Laborers and/or the Dues Trust, as agent for the Contractor, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

D. Freedom of Selectivity

Subject to the foregoing, the Contractor shall have complete freedom of selectivity in hiring and Contractors retain the right to reject for any reason any job applicant referred by the employment facility provided the Contractor shall be required to pay the minimum of two (2) hours pay to said applicant unless

applicant fails to appear within a reasonable time, prepared and able to work. The Union shall not refer any man who has been previously rejected or discharged for cause by the Contractor. In the event such man is returned and not put to work, he shall not be entitled to any compensation as provided in this Section.

E. Discharge for Just Cause

Contractors may discharge any employee for just cause, provided there shall be no discrimination on the part of the Contractor against any applicant or employee, nor shall any employee be discharged by reason of any Union activity not interfering with the proper performance of the employee's work.

F. Transfer of Employees

The Contractors may transfer their employees under this Agreement, including foremen, throughout the area covered by this Agreement. Employees employed by any Contractor pursuant to the terms of this Agreement shall not be removed nor transferred by the Union unless the prior approval of the Contractor has been obtained.

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

G. Union Not Liable for Damages

The Union shall not be held liable for any losses occasioned by alleged incompetent work performed by an employee working for the Contractor under this Agreement.

H. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum authorized by the employee as the amount owing for contribution to the LiUNA PAC, or other Political Action Committee from the amounts required to be paid to the Vacation Trust pursuant to Article VI of this Agreement for each employee for each hour worked or paid for in each payroll period. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") and they hereby designate the Dues Trust as agent for the purpose of receiving and holding written authorization for, and for receiving, holding, allocating and distributing moneys designated by employees as political contributions.

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

obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

ARTICLE V
UNION JURISDICTION AND MANAGEMENT CONTROL

A. All workers shall be employed by the Contractors in accordance with the provisions set forth in this Agreement for all work normally performed by Plaster Tenders, Plaster Tender Apprentices and Plaster Clean-up Laborers under the jurisdiction of the Union.

If the Contractor or subcontractor has a labor agreement with a union covering plastering and fireproofing work, such agreement shall not diminish the work jurisdiction of this Agreement.

B. The Contractors and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency. Nothing shall be permitted that restricts production or increases the time required to do the work.

ARTICLE VI
WAGES AND FRINGE BENEFIT RATES

Effective August 3, 2022, \$3.10 an hour allocated as follows*:

Wage: \$1.80

Health & Welfare: \$.65

Annuity: \$.50

Vacation (Supp Dues): \$.10

Apprenticeship and Training: \$.05

Based upon the above allocation, the following Wage and Fringe Benefit Schedule becomes effective August 3, 2022.

A. Hourly Rates for Commercial Work

<u>Plaster Tender</u>	<u>Effective</u> <u>August 3, 2022</u>	<u>Military Bases¹</u> <u>August 3,2022</u>
Base Wage	\$41.47	\$44.47
Health & Welfare	8.75	8.75
Pension	8.47	8.47
Vacation (Supplemental Dues \$2.05)	5.30	5.30
Annuity Fund	1.75	1.75
C.C.C.	.40	.40
Apprenticeship & Training	1.10	1.10
Administrative Trust	.50	.50
Laborers Trusts' Administrative Trust	.06	.06

Plaster Clean-up Laborer

Base Wage	\$38.92	\$41.92
Health & Welfare	8.75	8.75
Pension	8.47	8.47
Vacation (Supplemental Dues \$2.05)	5.30	5.30
Annuity Fund	1.75	1.75
C.C.C.	.40	.40
Apprenticeship & Training	1.10	1.10
Administrative Trust	.50	.50
Laborers Trusts' Administrative Trust	.06	.06

Effective August 2, 2023 – \$3.20 per hour on all classifications*

Effective August 7, 2024 – \$3.30 per hour on all classifications*

Effective August 6, 2025 – \$3.40 per hour on all classifications*

* The Union may elect, at its option, upon giving at least sixty (60) days' written notice prior to the effective date, to allocate the increase indicated to (1) the hourly basic wage rate, (2) Health & Welfare, (3) Pension, (4) Vacation, (5) Supplemental Dues, (6) C.C.C., (7) Apprenticeship & Training, (8) Administrative Trust, (9) Laborers Trusts' Administrative Trust, (10) Annuity Fund (11); any combination thereof.

¹ Military bases are Fort Irwin, George Air Force Base, Marine Corps Air Station 29 Palms, Marine Corp Logistics Supply Base, Naval Air Facility Seeley, Mountain Warfare Training Center, United States Marine Corps Pickle Meadows, North Island Naval Air Station, Coronado Naval Amphibious Base, Imperial Beach Naval Air Station, Vandenburg Air Force Base.

2. Foreman

Plaster Tender General Foreman:

\$2.00 per hour above the Working Foreman

Plaster Tender Working Foreman (Commercial):

\$2.00 per hour above the Plaster Tenders

3. Wage Premiums

Swing Stage Scaffold Hazard Pay:

\$1.00 per hour for every hour Plaster Tenders work upon this type of scaffold

B. Hourly Rates for Residential Work

1. Residential work is defined as all Plaster Tender and Plaster Clean-Up Laborer Work on wood, metal, masonry or frame construction of single family residences, apartment and apartment condominiums. It shall not apply to buildings or projects which exceed three (3) stories in height, not including a garage sublevel or sublevels.

Hourly Rates for Residential Work

<u>Plaster Tender</u>	<u>Effective August 3, 2022</u>	<u>Military Bases¹ August 3, 2022</u>
Base Wage	\$39.47	\$42.47
Health & Welfare	8.75	8.75
Pension	8.47	8.47
Vacation (Supplemental Dues \$2.05)	5.30	5.30
Annuity Fund	1.75	1.75
C.C.C.	.40	.40
Apprenticeship & Training	1.10	1.10
Administrative Trust	.50	.50
Laborers Trusts' Administrative Trust	.06	.06

Plaster Clean-up Laborer

Base Wage	\$36.92	\$39.92
Health & Welfare	8.75	8.75
Pension	8.47	8.47
Vacation (Supplemental Dues \$2.05)	5.30	5.30
Annuity Fund	1.75	1.75
C.C.C.	.40	.40
Apprenticeship & Training	1.10	1.10
Administrative Trust	.50	.50
Laborers Trusts' Administrative Trust	.06	.06

Effective August 2, 2023 – \$3.20 per hour on all classifications*

Effective August 7, 2024 – \$3.30 per hour on all classifications*

Effective August 6, 2025 – \$3.40 per hour on all classifications*

The Union may elect, at its option, upon giving at least sixty (60) days' written notice prior to the effective date, to allocate the increase indicated to (1) the hourly basic wage rate, (2) Health & Welfare, (3) Pension, (4) Vacation, (5) Supplemental Dues, (6) C.C.C., (7) Apprenticeship & Training, (8) Administrative Trust, (9) Laborers Trusts' Administrative Trust, (10) Annuity Fund (11); any combination thereof.

¹ Military bases are Fort Irwin, George Air Force Base, Marine Corps Air Station 29 Palms, Marine Corp Logistics Supply Base, Naval Air Facility Seeley, Mountain Warfare Training Center, United States Marine Corps Pickle Meadows, North Island Naval Air Station, Coronado Naval Amphibious Base, Imperial Beach Naval Air Station, Vandenberg Air Force Base.

2. Foreman

Plaster Tender General Foreman:

\$2.00 per hour above the Working Foreman

Plaster Tender Working Foreman (Residential):

\$1.00 per hour above the Plaster Tenders

3. Wage Premiums

Swing Stage Scaffold Hazard Pay:

\$1.00 per hour for every hour Plaster Tenders work upon this type of scaffold

C. Incentive Pay Program

The parties signatory hereto recognize that the wall and ceiling industry is very competitive and that quality production is the competitive edge that Contractors subject to this Agreement enjoy over non-union contractors. Consistent with the provisions of Article V, Section B, which allows Contractors to implement production enhancing procedures, the parties signatory hereby adopt an Incentive Pay Program to further their common goal of increasing quality production and thereby enhancing the continued work opportunities for both parties. By design, this Incentive Pay Program rewards employees covered by this Agreement for their success in achieving production levels that exceed pre-established targets as to a designated scope of work (hereinafter "incentive pay project").

The amount of incentive pay paid to employees for an incentive pay project will be determined by comparing the targeted hours for the incentive pay project to the actual hours worked on the incentive pay project. A calculation will then be made by deducting the actual labor hours worked from the targeted hours for the incentive pay project and if the actual hours worked are less than the targeted hours for the incentive pay project then incentive pay will be paid by the Contractor for the incentive pay project. Incentive pay is not, and in no way shall be construed as allowing for piece work, a substitute for the payment of wages and fringe benefit contributions for all hours worked by employees covered by this Agreement, or a way to circumvent the work jurisdiction covered by this Agreement.

Employers may provide incentive pay to their employees covered this Agreement pursuant to the following provisions:

1. A Contractor offering incentive pay for a particular project shall notify the Union in writing, within 2 weeks of the start of an incentive pay project. The notification will describe the project to be covered by the Incentive Pay Program and will include project name, project number and complete address of the project. The notification will identify the scope of work on the project that is subject to incentive pay and will provide, in numerical form, the targeted labor hours for the scope of work subject to incentive pay.
2. The Contractor shall maintain labor records for the scope of work identified in its notification to the Union that are sufficient to show actual labor hours worked to accomplish the identified scope of work.
3. Incentive pay shall be calculated by deducting the actual labor hours worked from the targeted labor hours for the incentive pay project and the savings, if any, will be split between the Contractor and the employees covered by this Agreement, who performed the identified scope of work, on a no less than 65% to 35% basis respectively.
4. When incentive pay has been earned, it shall be divided proportionally among the plaster tenders crew that performed the work, based on the hours worked by each plaster tender on the scope of work identified in the notification provided pursuant to sub-section 1.
5. The Contractor shall pay employees the wage and fringe benefit contribution rates specified in this Agreement for all hours worked on the project and any incentive pay earned shall not in any way

reduce their wages and fringe benefit contributions otherwise earned.

6. Incentive Pay shall be distributed by the Contractor no later than the actual collection of retention money for a completed project. The Contractor will use its best effort to locate former employees who earned incentive pay from a particular project and shall solicit the Union's assistance if efforts to locate former employees are unsuccessful.

7. Upon request of the Union, the Contractor shall make available for inspection, its records that demonstrate actual labor hours worked on an incentive pay project for comparison to the targeted labor hours provided pursuant to sub-section 1. For purposes of ensuring compliance with this Section C only, the Contractor is obligated to maintain and allow inspection of records that are sufficient to show actual labor hours worked to accomplish the identified scope of work. Such records shall include, but not be limited to, any mathematical calculations made which demonstrate how the incentive pay was calculated and distributed by the Contractor, as-well-as the check numbers issued to each employee that received incentive pay. These records shall be maintained for no less than a four year period.

8. Notwithstanding the provisions of Article IX that require the payment of fringe benefit contributions on all hours worked or paid, no such contributions shall be required for Incentive Pay paid in compliance with the provisions of this Article VI, Section C. Such Incentive Pay shall not be considered compensation for hours worked or paid.

9. Any Contractor who violates the provisions of this Article VI, Section C, by using the incentive pay as a subterfuge for the payment of wages and fringe benefit contributions required by this Agreement or to circumvent the work jurisdiction covered by this Agreement, shall be liable to the Union in damages equivalent to the journeyman hourly wage rate and liable to the Trust Funds in damages equivalent to the journeyman fringe benefit contribution rate, for each hour that was not worked by or properly paid to an employee covered by this Agreement as a result of the violation.

10. Pursuant to Article XVII, the Joint Conference Board shall review the Incentive Pay Program periodically to determine the effectiveness of this Program on an industry wide basis and may suspend or eliminate this Program should they find Contractors are misusing this Program to the detriment of the industry and the integrity of this Agreement.

D. Use of Employees' Equipment and Vehicle

1. The furnishing and transportation of equipment for machine mixing and application of mortar shall be the sole responsibility of the Contractor, and no Contractor will rent from any Employee any plaster machine, mixer, troweling machine or other heavy equipment commonly used and furnished by the Contractor without prior approval of the Joint Conference Board ("JCB") which will approve such requests after determining that it was not designed to circumvent the integrity of this Agreement.

2. Twenty dollars (\$20.00) per day as a truck expense reimbursement shall be paid to Plaster Tenders whose personal truck is requested by the Contractor to be used subject to the following:

- a. When 200 lbs. or more is hauled;
- b. The Employee must have a written request slip, form or note from the Contractor or his Foreman requesting use of the Employee's truck;
- c. All claims for truck reimbursement must be made within two (2) weeks of use of said truck.

ARTICLE VII
APPRENTICESHIP

A. The Contractor agrees to pay to the Plaster Tenders Apprenticeship and Training Trust Fund for Southern California the sum in Articles VI and VII for each hour worked or paid for on all classifications contained in this Agreement.

B. The Contractor approves and consents to the appointment of the Trustees designated by the Plaster Tenders Apprenticeship and Training Trust Fund for Southern California and further ratifies, confirms, and consents to all acts heretofore taken in the creation and administration of the Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by Agreement and Declaration of Trust of the Plaster Tenders Apprenticeship and Training Trust Fund for Southern California.

C. The Plaster Tenders Apprenticeship and Training Trust Fund for Southern California shall establish a Joint Apprenticeship Committee to adopt and administer Apprenticeship Standards for the Plaster Tender, as approved by the State of California.

D. The current Apprenticeship Standards to provide for a three year apprenticeship program, containing six (6), six (6) month periods of apprenticeship with four hundred eighty (480) hours of Related Supplemental Instruction (RSI) and three thousand six hundred (3600) hours of on-the-job training (OJT). The Joint Apprenticeship Committee, received approval from the State of California, Department of Industrial Relations, Division of Apprenticeship Standards to amend the old two-year Apprenticeship Standards to reflect the expanded three year program.

Apprentices enrolled in the current three-year program shall be paid not less than the following percentage of current journeyman's rate, which is \$41.47 per hour.

	1 st Period	% of Rate	2 nd Period	% of Rate	3 rd Period	% of Rate	4 th Period	% of Rate	5 th Period	% of Rate	6 th Period	% of Rate	Journeyman
Wage Rate	\$18.66	45%	\$20.74	50%	\$24.88	60%	\$29.03	70%	\$33.18	80%	\$37.32	90%	\$41.47
Health & Welfare	\$5.25	60%	\$6.13	70%	\$7.00	80%	\$7.88	90%	\$7.88	90%	\$7.88	90%	\$8.75
Pension	\$1.69	20%	\$3.39	40%	\$5.08	60%	\$6.78	80%	\$7.20	85%	\$7.62	90%	\$8.47
App. & Training	\$1.10	100%	\$1.10	100%	\$1.10	100%	\$1.10	100%	\$1.10	100%	\$1.10	100%	\$1.10
Vacation/Supp. Dues*	\$5.30	100%	\$5.30	100%	\$5.30	100%	\$5.30	100%	\$5.30	100%	\$5.30	100%	\$5.30
Annuity Fund	\$1.75	100%	\$1.75	100%	\$1.75	100%	\$1.75	100%	\$1.75	100%	\$1.75	100%	\$1.75
CCC	\$.00	0%	\$.00	0%	\$.00	0%	\$.00	0%	\$.00	0%	\$.00	0%	\$ 0.40
Adm. Trust	\$.00	0%	\$.00	0%	\$.00	0%	\$.00	0%	\$.00	0%	\$.00	0%	\$ 0.50
Laborers Trusts' Adm. Trust	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06	100%	\$0.06
Total Package	\$33.81		\$38.47		\$45.17		\$51.90		\$56.47		\$61.03		\$67.80
(Total Benefits)	(\$15.15)		(\$17.73)		(\$20.29)		(\$22.87)		(\$23.29)		(\$23.71)		(\$26.33)
Supplemental Dues *	\$2.05		\$2.05		\$2.05		\$2.05		\$2.05		\$2.05		\$2.05

E. Apprentice Advancement: Six (6), six (6) month periods with a minimum of six hundred (600) hours of on-the-job training and eighty (80) hours of related and supplemental instruction with satisfactory grades/evaluations, are needed to advance to the next period during the term of Apprenticeship.

F. Ratio: The ratio of apprentices to Journeymen shall be one apprentice for the first three (3) Journeymen employed (although the apprentice may be the second Plaster Tender on the job), and one (1) apprentice for every three (3) Journeymen thereafter. An apprentice to Journeyman ratio greater than that specified above may exist by mutual agreement between the Contractor and the Union.

ARTICLE VIII
SHIFTS AND OVERTIME PROVISIONS

A. Regular Work Week and Overtime Definition

1. The regular workweek shall be established as eight (8) hours per day beginning on Monday and ending on Friday. The workday shall consist of any continuous eight and one-half (8 ½) hour period inclusive of a one-half (1/2) hour lunch break beginning no earlier than 4:00 a.m. and ending no later than 6:00 p.m., unless written authorization is first obtained from the Union to begin or end earlier or later. All work performed after the first eight (8) hours on any regular work day shall be paid at one and one-half (1 ½) times the normal rate of pay and all work performed after twelve (12) hours on

any regular work day shall be paid at two (2) times the normal rate of pay.

2. All work performed on Saturday shall be paid at one and one-half (1 ½) times the normal hourly rate of pay, except on make-up days allowed under this Agreement. All work performed after the first eight (8) hours on Saturday shall be paid at double the normal hourly rate of pay. For all work performed on Sundays and Holidays the double time rate shall apply.

3. If plasterers work at double time rate, the plaster tenders shall be paid at the same rate.

B. Meal Break on Overtime

On all jobs where overtime is allowed, Employees shall not work more than four (4) hours without a break of at least thirty (30) minutes duration.

C. Special Shift Work

A Special Shift (single shift) – when remodeling or alteration work cannot be performed on the regular day shift because establishments cannot suspend business operations during the day, then the Contractor, prior to starting the job, shall notify the Union that he will work a special (single) shift.

If a plaster tender has worked a regular day shift and is required to work a special shift in the same day, the special shift shall be at the overtime rate.

1. Request must be made to the Union in advance. Men to work on this shift must be identified by name.

2. Special Shift (multiple shift) – On jobs where multiple shifts operate, the following shall prevail:

Multiple shift work may be established only on those jobs where the multiple shifts will work not fewer than 5 consecutive working days.

Where any Contractor elects to work shift work under this Agreement, any work performed by an Employee before the start of and in addition to his regularly assigned shift or following the conclusion of his regularly assigned shift, such work shall be construed to be overtime work for all purposes of this Agreement.

When an Employee is required to work overtime on special shift work following a regularly assigned shift, provisions will be made by the Employer for a meal for that Employee prior to starting the overtime work, provided the duration of the overtime work is expected to exceed two hours. In no event shall the regular working hours of the different multiple shifts overlap. Approval must first be obtained from the Union prior to starting multiple shift work. A Plaster Tender may work only one shift in one day at the straight time or reduced hours rate; otherwise time and a half (1 ½) rate will apply.

The Contractor and the Union may mutually agree upon different starting times and shift arrangements.

D. Alternative Work Week

An alternative work week may be established by the Contractor consisting of four (4) consecutive days with ten (10) hours worked per day, excluding Public Works projects subject to California Labor Code, Section 1811. The Contractor shall notify the Union in writing no less than twenty-four (24) hours prior to implementing the Alternative Work Week and the structure of the Alternative Work Week. Any four (4) consecutive days between Monday and Friday on a regular work week constitutes an Alternative Work Week. The Alternative Work Week shall not be considered special shift work or overtime. The applicable overtime rate shall be paid for all work performed before a shift begins, after ten (10) hours and on Saturdays, Sundays and holidays. One non-paid meal period of not less than thirty (30) minutes shall be commenced before the fifth hour of work has been completed and employees shall be provided with one (1) paid break not to exceed ten (10) minutes in the morning and one (1) paid break not to exceed ten (10) minutes in the afternoon. The Foreman shall reasonably schedule meal periods and breaks to meet operational needs.

E. Cleanup Time

Fifteen (15) minutes prior to quitting time shall be allowed for employees to clean tools and leave their work in a professional manner, and ready to leave the job at quitting time, except as otherwise herein provided.

F. Subterfuge. Contractors who pay any production employee foreman's scale, paid holiday, paid vacation, sick leave, subsistence, travel time, gifts, bonuses or overtime compensation not arrived at by negotiated contract with the Union and as a subterfuge, or who engage in other subterfuge to violate the uniform wage and hours limitations under this Agreement, shall be cited before the Joint Conference Board for violation of the intent of this Agreement and shall be required by the Union to compensate in money all employees employed by him under this Agreement an amount equivalent to that paid to any employee under this Agreement or the amount paid any plasterer. It shall not be deemed a violation of this Agreement for the Union to use economic action against any Contractor found guilty by the Joint Conference Board or impartial arbiter and who then fails immediately to comply with the above paragraph or any other terms of this Agreement.

G. Payroll Records. In respect to the Contractor's obligations under this Article, the Contractor agrees to submit all business records, books and reports to a Certified Public Accountant selected by the Joint Conference Board, within twenty-four (24) hours of demand made by the Joint Conference Board. The Certified Public Accountant will make his report back to the Joint Conference Board for their decision. If the Contractor is found guilty, he shall in addition to his other penalties within this Agreement, stand the expense of auditing. If not found guilty, the expense of the audit shall be jointly borne between the Union and the Association.

ARTICLE IX
FRINGE BENEFITS

A. The Contractor agrees to make the following payments:

1. To pay to the Laborers' Health and Welfare Trust Fund for Southern California at its principal Trust Office, the sum designated in Articles VI and VII of this Agreement for each hour worked or paid in all classifications contained in this Agreement in Southern California. The Union shall have the right to make allocations of additional contributions from wage increases falling due in accordance with Article VI.

2. To pay to the Construction Laborers' Pension Trust Fund for Southern California at its principal Trust Office the sum designated in Articles VI and VII of this Agreement for each hour worked or paid on all classifications contained in this Agreement in Southern California. The Union shall have the right to make allocations of additional contributions from wage increases falling due in accordance with Article VI.

3. To pay to the Laborers' Vacation, Holiday and Sick Pay Trust Fund at its principal Trust Office the sum designated in Articles VI and VII of this Agreement for each hour worked or paid on all classifications contained in this Agreement in Southern California. This sum, so paid, shall include both vacation, holiday and sick pay benefits and supplemental dues if so authorized. Whether such deduction is authorized or not, all of the foregoing shall be added and transmitted to the Administrator of the Vacation, Holiday and Sick Pay Trust. The Union shall have the right to make allocations of additional contributions from wages hereafter falling due in accordance with Article VI.

4. To pay to the Center for Contract Compliance at their principal Trust Offices the sums designated in Articles VI and VII for all hours worked or paid on all classifications contained in this Agreement in Southern California. The Union shall have the right to make allocations of additional contributions from wage increases falling due in accordance with Article VI.

5. To pay to the Plastering Trades Administrative Trust at their principal Trust Offices the sums designated in Articles VI and VII for all hours worked or paid on all classifications contained in this Agreement in Southern California. The Union shall have the right to make allocations of additional contributions from wage increases falling due in accordance with Article VI.

6. To pay to the Apprenticeship and Training Trust the sum designated in Articles VI and VII for all hours worked or paid on all classifications contained in this Agreement in Southern California. The Union shall have the right to make allocations of additional contributions from wage increases falling due in accordance with Article VI.

7. To pay to the Laborers Trusts' Administrative Trust Fund for Southern California the sum designated Articles VI and VII for all hours worked or paid on all classifications contained in this Agreement in Southern California. The Union shall have the right to make allocations of additional contributions from wage increases falling due in accordance with Article VI.

8. To pay to the Laborers Annuity Plan for Southern California the sum designated Articles VI and VII for all hours worked or paid on all classifications contained in this Agreement in Southern California. The Union shall have the right to make allocations of additional contributions from wage increases falling due in accordance with Article VI.

B. 1. Payments to the Laborers' Health and Welfare Trust Fund described in Section A, above, shall be administered as provided in the Agreement and Declaration of Trust establishing the Health and Welfare Trust Fund. Payments to the Construction Laborers Pension Trust Fund described in Section A, above, shall be administered as provided in the Agreement and Declaration of Trust establishing the Construction Laborers Pension Trust Fund. Payments to the Laborers Vacation, Holiday and Sick Pay Trust Fund described in Section A, above, shall be administered as provided in the Agreement and Declaration of Trust establishing the Laborers Vacation, Holiday and Sick Pay Trust Fund. Payments to the Center for Contract Compliance described in Section A, above, shall be administered as provided in the Agreement and Declaration of Trust establishing the Center for Contract Compliance. Payments to the Plastering Trades Administrative Fund described in Section A, above, shall be administered as provided in the Declaration of Trust establishing the Plastering Trades Administrative Fund. Payments received by the

Vacation/Dues Reconciliation Trust shall be held, administered, and distributed as provided in the Declaration of Trust establishing the Vacation/Dues Reconciliation Trust. Payments to the Apprenticeship and Training Trust described in Section A, above, shall be administered as provided in the Declaration of Trust establishing the Apprenticeship and Training Trust. Payments to the Laborers Trusts' Administrative Trust Fund for Southern California described in Section A, above, shall be administered as provided in the Declaration of Trust establishing the Laborers Trusts' Administrative Trust Fund for Southern California. Payments to the Laborers Annuity Plan Trust as described in Section A, above, shall be administered as provided in the Agreement and Declaration of Trust establishing the Construction Laborers Pension Trust Fund.

2. The Contractor hereby agrees to be bound by all the terms, conditions and provisions of Trust Agreements and Declarations of Trust described in Section B.1, above, in their present form and as same may be amended from time to time; and do hereby further agree to pay to the Trusts all sums of money herein or therein provided to be paid for the benefit of their employees.

3. The Contractor approves and consents to the appointment of the Trustees designated by the Trust Funds described in Section B.1, above.

4. The Contractor further does hereby irrevocably designate the Employer Associations named in the Trust Agreements for the Trust Funds described in Section B.1, above, as their attorney in fact for the purpose of appointing and removing Trustees and successor Trustees and for the purpose of executing other powers granted thereunder to such associations, and grant to such associations the sole and exclusive right to make such appointments and removals and to exercise such other powers on behalf of all employers. The Contractor further does hereby ratify, confirm and consent to all acts heretofore taken and to be taken in the creation and administration of the Trusts by the joint Trustees, their agents and representatives, and agree to be bound by all of the terms, conditions, provisions, privileges, and obligations provided and to be provided for by the Agreements and Declarations of Trust as may be constituted in their original form or may be subsequently amended.

5. The Contractor hereby elects to become a party to the Trust Agreements establishing the Trust Funds described in Section B.1, above, and do authorize the Trustees of said Trusts to accept their signature herein as evidence of such election to the same extent as if their signature were affixed to a copy of the Trust Agreements.

ARTICLE X

DELINQUENCY AND COLLECTION PROCEDURE

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

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

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

The provisions of subsections a. and b. above shall be implemented by the Trust Fund Administrator, in consultation with the associations and Union, in a way that minimizes any inconvenience

to the Contractor. The information provided by the reports required by subsections a. and b. shall be maintained in a confidential, restricted access manner by the Trust Funds for collection and fringe benefit eligibility purposes.

B. The Trustees of the Trust Fund shall furnish the Contractor Associations and the Union with a list of delinquent contractors each month. Such list will also be available to all signatory contractors on request, in electronic format at no cost or in printed format, subject to such reasonable cost as may be determined by the administrative office of the Trust Funds as representing the cost of duplication and transmission of such lists, payment for which to be made in advance. If the Contractor subcontracts any portion of his job to any subcontractor whose name appears on the delinquent list, the Contractor shall be liable for all fringe benefit contributions of the Contractor or his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project.

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

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

E. In the event the Contractor subcontracts to a subcontractor that is not on the delinquency list at the time the subcontract is entered into, the Trust Office shall notify the Contractor of any delinquency of the subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of a subcontractor (including interest and liquidated damages) for more than ninety (90) days prior to the date the Trust Office notice is sent to the Contractor. A courtesy copy of the notice shall be sent to the Association that represents the contractor; provided, however, that the Trust Office's failure to send such notice to the Association shall not affect the Trust's rights against the contractor. Interest and liquidated damages shall be payable only if the Contractor is holding sufficient funds otherwise due to the subcontractor at the time the Contractor is notified.

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

G. The Trust Office shall send delinquency notices to Contractors whose contributions are not paid as required. The Trust Office shall notify the Union of those contractors who fail to pay within five (5) days of such notice and the Union may, at its sole option, withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.

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

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

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

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

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

reasonable attorney fees and legal costs incurred in such litigation. The Trustees of the Trust Funds may waive or reduce the amount of liquidated damages, at their sole discretion and consistent with their fiduciary duties. The decision of the Trustees in any request to waive or reduce liquidated damages shall be final and binding upon the parties.

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

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

- (a) Failure to submit trust report forms completely filled out and executed.
- (b) Failure to report on all employees.
- (c) Failure to make the payments as required on time.
- (d) Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.
- (e) Failure of the bank to honor checks submitted.
- (f) Failure to pay monies due.
- (g) Failure to submit to an audit.
- (h) Failure to submit payroll breakdowns by job during an audit, if the Contractor maintains or can retrieve electronically such payroll breakdown.

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

ARTICLE XI

REGULAR PAYDAY

A. Mailing of paychecks by the Contractor will be permitted as-well-as direct deposit, if an employee has authorized electronic payment of wages; however, it is the responsibility of the Contractor to insure the worker's paycheck arrives on the designated payday. If the worker does not receive the paycheck on the designated payday, the worker shall be paid "waiting time" as outlined below. The Contractor agrees to pay workers on the job by the end of their shift each Friday afternoon of each week, in lawful money of the United States, or by check cashable immediately accompanied by proper payroll check voucher or a proper receipt containing the company name, total hours worked, wage rate, gross

pay, and all deductions. In the event a worker is laid off or discharged, he shall be paid in full fifteen minutes in advance at the time his services are thus discontinued. Any worker covered by this Agreement who is compelled to wait for his money through the fault or inability of the Contractor to pay at the above stated time, shall be paid "waiting time" at the regular rate of pay, but not less than two hours if not paid by the end of his shift. Not more than three days' pay shall be retained by the Contractor on any pay day.

B. Failure to pay wages to an employee that is laid off or discharged at the time of such layoff or discharge shall be conclusively proven to be willful on the part of the employer.

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

D. The Contractor shall show the total straight-time and total overtime hours worked on each check stub or voucher, together with the date of the check and the date of the end of the pay period, if they are different, and all legal deductions. The Contractor shall show his name and address on each check stub or voucher.

E. In the event, due to inclement weather or similar Act of God, or situation beyond the Contractor's control, it is not reasonably possible to complete forty (40) hours of work, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay. The payment of show-up pay due to inclement weather or similar Act of God, to any employee covered by this Agreement, will not be counted as hours worked for calculating overtime over forty (40) hours only on make-up day situations. It is agreed that the utilization of make-up days payable at straight-time rate of pay, will only be utilized if the union representing the trade being tended is also working at the straight-time rate of pay.

ARTICLE XII

SHOW UP PAY, BREAKS

A. Two, Four and Eight Clause. Any worker, reporting for work at the regular starting time for whom no work is provided, shall receive pay for two hours at the stipulated rate for so reporting, unless (1) he has been notified at least three (3) hours before the start of shift not to report; or (2) during a period of inclement weather, the Contractor has instructed the employee to call a designated job number provided to him for instructions concerning reporting to the job site and the employee has either failed to do so or the employee called and was instructed not to report; and any employee who reports for work, and for whom work is provided shall receive not less than one-half day's pay, and if more than one-half day is worked in any one day, shall receive not less than a full day's pay therefore, unless prevented from working for reasons beyond the control of the Contractor, including but not limited by such factors as inclement weather, completion of the operation before the end of the day, during which time workmen are not requested or required to remain on the job by the Contractor or his agent. Any worker that is required to report to the Contractor's yard/office, or report online, to fill-out pre-employment paperwork, attend a safety orientation, submit to a background check, and/or for drug testing, etc. (collectively referred to as "pre-jobsite paperwork") shall be paid from the time the worker reports to the Contractor's office/yard, and continuing until his dismissal from the Contractor's office/yard and/or drug testing clinic, or until the employee completes performing the pre-jobsite paperwork online.

If the employee is required to perform the pre-jobsite paperwork online, he will be paid for two (2) hours at his dispatched rate of pay. Once an employee completes the pre-jobsite paperwork, and is otherwise qualified to work, he shall commence jobsite work the following day (excluding weekends). If he does not, the employee shall be paid waiting time pay of eight (8) hours per day at his dispatched rate of pay until the day he reports to the jobsite to work pursuant to the Contractor's request.

B. Meal Period. Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour uninterrupted meal period. When employees work longer than five (5) hours without a one-half (1/2) hour uninterrupted meal period, they shall receive one-half (1/2) hour pay at the time and one-half rate.

C. Breaks. All employees are authorized and permitted to take two paid ten (10) minute rest periods during a normal eight (8) hour shift, which insofar as practical shall be in the middle of each four (4) hour work period. Accordingly, an employee is authorized and permitted to have a ten (10) minute rest period in the morning and a ten (10) minute rest period in the afternoon during a normal eight (8) hour shift.

As a voluntary choice and alternative to the ten (10) minute rest periods set forth above, each employee may elect to take a single paid rest period of twenty (20) minutes, which shall be provided within three (3) hours of the start time of the shift and forego the afternoon ten (10) minute rest period. In order to elect this alternative, the employee must sign a form mutually agreed upon by the Contractor and Union, which may be revoked by giving notice to the Contractor.

Nothing in this provision shall prevent the Contractor from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday.

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

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

E. Uniform Quitting Time. It is mutually understood and agreed by the parties that all crews shall leave the job at the same time. This paragraph is put in this Agreement for the sole purpose of eliminating what is commonly known in the Plastering Trade as "piece work."

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

ARTICLE XIII
HOLIDAYS

A. The following days are recognized as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, the Friday after Thanksgiving and Christmas Day. If any of the above holidays fall on Sunday, the following Monday shall be considered a legal holiday. If Christmas or New Year's should fall on Saturday, the Friday preceding shall be considered a legal holiday. At such a time as Federal Laws designate certain of the foregoing holidays to be celebrated on Monday, the same shall apply to this Agreement.

B. Work on any of the above days shall be paid for at the Holiday rate, two (2) times the regular rate. No work shall be required on these days recognized as legal holidays, except in cases of extreme urgency or when life or property is in imminent danger.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

A. Favored Nations Clause. The Union shall not sign any agreement with Employers of Plaster Tenders in this area giving more favorable terms or working rules than those established under this Agreement.

B. All Inclusive Agreement. This Agreement and any attached addenda contain all of the covenants, stipulations and provisions agreed upon by the parties hereto and no agent or representative of either part has authority to make, and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein.

C. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. The parties may negotiate special project agreements when necessary to assure the work opportunities of the employees and the competitive position of individual Contractors. The Union agrees to negotiate with any individual Contractor who is a member of the Association on any project so long as the Contractor is negotiating the same terms and conditions with the union representing its plasterers in the relevant area. If such negotiation results in a special project agreement, the same agreement applies to all Association members for that Agreement and the Union agrees to notify the Association of any such special project agreement.

D. If the job is shut down and the employees are required to leave because of unsafe or dirty conditions due to the fault of the Contractor, those employees shall be paid for time lost.

E. Modified or Alternative Work For Injured Employees. A Contractor may offer modified or alternative work to employees that have been injured on the job and can no longer perform their usual and customary work; provided, the employee earns the same net wages (from the Employer and/or worker's compensation benefits), and the Employer makes Trust Fund contributions for all hours worked or paid. Such work opportunities will comply with the terms of the California Labor Code. The Employer will notify the Union of the modified or alternative work prior to it being offered to the injured employee.

F. Heat Illness Recovery. A recovery or "cool down" period shall be afforded to Employees by the Employer. The parties agree to meet and discuss any new legislation regarding "Heat Illness and Recovery Periods" that may arise during the term of this Agreement. Employees should not discount any discomfort or symptoms they are experiencing and report any problems they are experiencing immediately to a supervisor. All disputes shall be subject to Article XVII of this Agreement.

G. An Employer may institute a tool and equipment sign out policy for employees. Employees shall be responsible for the care and return of the tool/equipment they sign out for. If the tools/equipment are not returned, the Employer may only deduct an amount representing the reasonable value of the missing item, if the Employer can show the loss was due to a dishonest or willful act, or by the employee's gross negligence. All grievances or disputes resulting from this provision shall be resolved pursuant to Article XVII of this Agreement.

H. Final and Binding Grievance Resolution. All disputes concerning the payment of wages, meals, rest periods (breaks) and/or heat illness preventative recovery periods are subject to the Procedure for Settlement of Grievance and Disputes in Article XVII and as outlined in Appendix A of the Agreement. Decisions resolving disputes arising out of the Procedure for Settlement of Grievance and Disputes shall be final and binding upon both parties.

I. Compliance with Regulations and Laws

1. This Agreement is intended to and shall be deemed to satisfy all of the requirements of a valid Collective Bargaining Agreement as referenced of Wage Order 16-2001 covering employment in "On Site Construction, Mining, Drilling, and Logging Industries." It is the intent of this Agreement to provide employees with a regular hourly rate of pay not less than 30% more than the state minimum wage. Should the wage rate for any classification not meet this requirement during the term of this Agreement, it shall be increased immediately in the amount needed to comply.

2. Any dispute, complaint or grievance arising from the provisions of Wage Order 16-2001, including its exemptions, shall be processed under and in accordance with Article XVII, Procedures for Settlement of Grievances and Disputes of this Agreement.

3. Grievances processed under Article XVII shall be referred to as Contractual Disputes. Any dispute, complaint or grievance arising from regulations, orders and laws regulating or affecting employment as defined in Section A of Appendix A shall be referred to as Statutory Disputes, and the procedures set forth in Appendix A shall be the sole and exclusive remedy.

ARTICLE XV
WORKING RULES

A. Steward. A Steward shall be a working employee, appointed by the Local Union, who shall in addition to his work as journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Unions agree that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow Stewards a reasonable amount of time for the performance of such duties. The Union shall notify the Contractor of the appointment of each Steward and the Contractor, before laying off or discharge of a Steward during the course of the job, shall notify the Union of his intention to do so. It is recognized by the Contractor that it is desirable that the person appointed Steward remain on the job as long as there is work in this particular trade. In no event shall a Contractor discriminate against a Steward or lay him off, or discharge him on account of any action taken by him in the performance of his Union duties. If a Contractor and the Union involved do not mutually agree to the termination of a Steward, then this matter shall be referred to the procedure as provided for in Article XVIII; if a Steward is laid off during the course of the job without first notifying the Business Representative, the Contractor shall pay the Steward his regular wages for the days lost by his layoff.

B. Plaster Tenders: The term "Plaster Tender," as used herein, means any employee within the scope of this division serving plasterers in any capacity, handling of all materials after delivery as used by plasterers, making and preparing after delivery all materials used by plasterers, masking, slaking putty, building and handling all necessary trestles, scaffolding and planking of scaffolds, rough cleaning of the following: floors, stairwells, window frames, stairways, handrails, door jams or any over spray, etc. behind the plasterers, also the operation of any mechanical equipment necessary in the tending of plasterers and the hoisting of material by any method. Where a plastering machine (plastering gun) is being used, the Plaster Tender will operate this machine and move the hose. The operation of any equipment devised to serve the plasterers is the work of the Plaster Tender. Plaster Tenders shall tend the plasterer in performing all decorative rock, waterfall, fireproofing and theme park work, including pools, spas and water features.

All Plaster Tender work in conjunction with waterproofing of plaster to create lamina (mesh and polymer enriched cement) and any other troweled coating over a plaster. Any cement and/or plaster exterior cladding (barrier, concealed barrier and/or rain screen) that incorporates a plaster like finish appearance. Air barrier and/or water management systems of exterior walls, regardless of tools used to apply.

All Plaster Tender work on Exterior Insulation Finish Systems (EIFS), starting outside of the substrate, including Direct Applied Systems (DAS, DAFS or DEFS).

Plaster Tenders shall tend plasterers while performing and any and all work and using any and all new materials or techniques involved in plaster construction, including, but not limited to, what is known as green or sustainable technology.

All Plaster Tender work on Continuous Insulation (CI) Plaster Assemblies or Systems.

Plaster Tenders may be assigned by the Contractor to stock, scrap and clean-up drywall, framing and other related materials utilized by the contractor in the performance of a contract. Plaster Tenders may also be assigned other duties as needed.

On projects utilizing dry mix fireproofing only (i.e., Cafco Blazeshield or similar product) the Contractor shall be permitted to work a composite crew of Plaster Tenders to plasterers.

The daily maintenance (excluding mechanical repair), oiling, gassing, greasing and cleaning of all plaster mixers and plastering machines (plaster guns) and pipes and hoses shall be the work of the Plaster Tenders. The placing of hoses and pipes and the handling of hoses, including extensions, shall be the work of the Plaster Tender. Masking shall be a joint operation of the plasterers and the Plaster Tenders in the same ratio as the work to follow immediately in that area.

The union affiliation of workmen employed by the Contractor to perform what is commonly understood to be plastering and fireproofing duties, shall in no way diminish the work jurisdiction covered by this Agreement, regardless of the craft name used by the union or employer to identify these workmen and the tending and clean up of plastering and fireproofing will be performed by employees covered by this Agreement.

The parties recognize that safe work practices are of paramount concern for everyone in our industry. Based on this premise and considering the hazards that are inherent with the use of diesel pumps on fireproofing operations, the parties agree that no Plaster Tender shall operate or otherwise be responsible for more than one diesel pump and that for each diesel pump there shall be at least one

Plaster Tender that will operate such machine. Nothing in this paragraph shall prohibit the Contractor from having more than one Plaster Tender on a single diesel pump, when in the judgment of the Contractor an additional Plaster tender is needed.

C. Journeyman Training.

1. Signatory parties agree to use every effort to establish proper training courses so the Journeyman Plaster Tender may have a full knowledge of the use of all plastering machines.

2. The parties shall establish training courses through the Joint Apprenticeship Committee that will provide training to apprentice and journeymen plaster tenders in aspects of the industry regarding safety and technology which the parties agree are now, or may become at some time during the term of this Agreement mandatory skills required of the employees of the Contractor.

3. Journeymen Plaster Tenders and Plaster Clean Up Laborers (hereinafter "Journeyman") must obtain and maintain the following certifications: First Aid/CPR, Scaffold User, Scaffold Builder, Forklift and OSHA 30 hour. Failure to obtain or maintain certifications will result in a Journeyman either: 1) not receiving any future wage increases until such time as the designated certifications are obtained; or, 2) have his/her employment terminated at the Contractor's discretion. The Union shall not dispatch any Journeyman that does not possess the certifications listed above.

4. The parties agree to meet during the term of this Agreement to review the need for additional journeymen upgrading or safety courses. Should the parties agree upon the need for additional courses, then all journeymen employees must complete said training within one year from the time the parties agree upon such additional course. A Journeyman shall be required to maintain all certifications. The contractor has the right to refuse or terminate employment of any journeymen who has not completed any of the referenced journeymen upgrading courses/certifications, pursuant to Section C Sub-Section 3 above.

5. No fee will be required from any member of the Union who enrolls and successfully completes the referenced journeymen upgrading courses. All expenses including instructors, textbooks, safety equipment, etc., which are incurred in providing these upgrading courses, shall be borne entirely by the Plaster Tenders Apprenticeship and Training Trust Fund for Southern California.

6. The Joint Apprenticeship Committee shall keep records of each journeyman and apprentice employee, recording each completed course and making said information available to the Union and the Contractor upon request. All journeymen who have successfully completed the courses as required in this Section shall have the designation of "Master Journeyman Plaster Tender" listed on their records, and shall be noted on all referral slips to the Contractor.

D. Plaster Clean-Up Laborer. The term Laborer as used herein shall mean any employees working in connection with plasterers and Plaster Tenders performing general clean-up, clean-up of debris, cleaning of floors, stairwells, window frames, stairways, handrails, door jams or any over spray, etc., including grounds and buildings.

Plaster Clean-Up Laborers may be assigned by the Contractor to stock, scrap and clean-up drywall, framing and other related materials utilized by the Contractor in the performance of a contract.

The union affiliation of workmen employed by the Contractor to perform what is commonly understood to be plastering and fireproofing duties, shall in no way diminish the work jurisdiction covered

by this Agreement, regardless of the craft name used by the union or employer to identify these workmen and the tending and clean up of plastering and fireproofing will be performed by employees covered by this Agreement.

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

F. Working Area. It shall be the duty of the Contractor to see to it that the General Contractor leaves the working area for the Plaster Tender in a safe and workable condition.

G. Regulation Hods. Only regulation-size hods will be used:

H. Curing of Plaster. Curing of all plaster walls by any method shall be done by the Plaster Tenders.

I. Visitation. The Business Representative shall have access to all jobs wherever and whenever employees covered by this Agreement are employed.

J. The daily maintenance (excluding mechanical repair), oiling, gassing, greasing and cleaning of all plaster mixers and the plastering machines (plaster guns) and pipes and hoses shall be the work of the Plaster Tenders. The placing of hoses and pipe and the handling of said hoses, including extensions, shall be the work of the Plaster Tender. In the placing and handling of hoses and pipes, the Plasterer foreman may assist the Plaster Tenders.

When the Contractor utilizes a Plaster Tender to repair or maintain the Contractor's equipment, whether on the jobsite or in the Contractor's yard or shop, the parts and components needed for the repair or maintenance will be purchased or otherwise supplied by the Contractor. It is agreed by the Parties that when assigned by the Contractor to perform these types of duties, the Plaster Tender is working within the scope and coverage of this Agreement.

ARTICLE XVI **RATIO OF TENDERS**

There shall be a Plaster Tender on the jobsite whenever there is a Plasterer performing work on the jobsite, except on small patch work where only one plasterer is performing the work. In addition, the Contractor shall abide by the following ratios:

A. On single houses in a tract or tracts, duplexes, or apartment houses in a tract or tracts on multiple-housing projects, there shall be one (1) Plaster Tender to every one (1) Plasterer on scratch.

B. On inside brown there shall be two (2) Plaster Tenders for up to every three (3) Plasterers.

C. This rule shall apply to all finish work except staff work.

1. On inside finish coat there shall be at least one (1) Plaster Tender for up to every three (3) Plasterers.

2. On outside finish coat, or outside brown there shall be one (1) Plaster Tender for up to every two (2) Plasterers.

D. On all other work, under ordinary conditions, there shall be one (1) Plaster Tender for up to every two (2) Plasterers on scratch and brown; provided, however, that where a plastering machine is used, or where unusual conditions exist, the Plastering Contractor and the Business Representative of the Local Union involved will attempt to make a decision as to the number of workers who will be employed depending on the conditions of the job; however, in the event the Plastering Contractor and the Business Representative are unable to agree within twenty-four (24) hours, then the final decision will be immediately resolved by the Joint Conference Board as provided in Article XVII.

ARTICLE XVII
JOINT CONFERENCE BOARD
AND
PROCEDURE FOR SETTLING GRIEVANCES AND DISPUTES

A. Selection of Joint Conference Board

1. The Association shall select three (3) Contractor representatives, and the Union shall appoint three (3) Union representatives as members of the Joint Conference Board.

2. The persons appointed shall, from among themselves, elect a Chairman and a Co-Chairman, one (1) from Union and one (1) from the Contractor members, and each shall serve as Chairman during alternate meetings.

B. Quorum. A quorum shall consist of not less than two (2) Contractor representatives and two (2) Union representatives; and regardless of the number of Board members present, the Contractor appointed members, and the Union appointed members, shall at all times have an equal number of votes.

C. Meeting of the Board. The Joint Conference Board shall meet periodically, but at least every ninety (90) days, to review the operation of this Agreement and discuss mutual problems and to take whatever action is agreed upon that would be beneficial to the Contractor and the Union. Special meetings of the Board may be called by either Chairman or any three (3) members of the Board by written notice submitted to the Secretary of the Board.

D. Authority of the Joint Conference Board. The Joint Conference Board shall have general judicial powers to resolve disputes submitted in accordance with the terms of this Agreement in addition to specific powers conferred on it by this Agreement and such powers shall include, but not be limited to the following:

1. To appoint committees.

2. To hear and determine all disputes, differences and grievances between the parties and any alleged violations of the contract including but not limited to those matters specifically referred to the Grievance Committee hereinafter described.

3. Where a Contractor signatory to this Agreement has been found guilty by the Joint Conference Board of violating this Agreement, he shall be found in violation of the Agreement. After such determination by the Joint Conference Board, the Union may suspend this Agreement, or any portion thereof, as to such Contractor found in such violation.

4. To impose lawful penalties against a Contractor for violation of this Agreement.

5. Where a Contractor signatory to this Agreement has been found in violation of this Agreement, the Union may deny him the use of the referral procedures, or any part thereof, for such period of time as, at the discretion of the Joint Conference Board, it is necessary to complete future compliance with this Agreement.

E. Procedure for Settling Disputes.

1. It is agreed that any dispute that cannot be settled by the Contractor and the Local Union shall be referred to the Joint Conference Board which shall meet within forty-eight (48) hours and render a decision within three (3) days, Saturdays, Sundays and. holidays excepted.

2. Any grievance or dispute to be submitted shall be referred to the Joint Conference Board by the Union or the Association within ten (10) days after the complaining party (Employee, Union, Contractor or Association) has actual knowledge of the facts giving rise to the dispute; or when the Union or the Association determines that further discovery is necessary, within ten (10) days after the Union or the Association has made a final determination of the facts giving rise to the dispute.

3. Any party to a dispute who has a decision rendered against them by the Joint Conference Board shall immediately comply with the findings of such Committee.

F. Selection of An Impartial Arbitrator. If the Joint Conference Board does not resolve the dispute, the Chairman or Co-Chairman, either acting alone or together shall, request the American Arbitration Association to submit five (5) names as arbitrators, and each party to the dispute shall have the right to cancel two (2) names and the fifth or remaining person shall make the decision, which decision shall be final and binding on both parties. The Arbitrator must hear the dispute within five (5) days and render a decision within two (2) working days after the matter has been heard unless both parties to the dispute agree in writing to an extension of time.

1. All fees and expenses of the Arbitrator shall be borne by the party against whom the Arbitrator rules.

2. Pending the final decision of the Joint Conference Board there shall be no slowdown nor stoppage of work by either party.

G. Joint Costs. All expenses incurred and approved by the Joint Conference Board necessary for the performance of its duties shall be borne and divided equally between the Unions and the Contractors.

H. Enforcement of Decisions. A Contractor shall comply with any decision of the Joint Conference Board, or the impartial arbiter immediately upon actual notice thereof. Actual notice shall be one of the following: Registered letter, telegram, telephone, fax or messenger to the last known address. Upon failure to so comply the Union is privileged to make no worker available to such Contractor and to take steps necessary to enforce compliance by said Contractor with such decision of the Joint Conference

Board.

I. Neither Board nor Arbitrator may change Agreement. The terms and conditions of this Agreement shall be binding upon the Joint Conference Board and/or the impartial Arbitrator, and neither the Board nor the Arbitrator shall have the authority to alter, amend, or revise the wages, hours, other conditions set forth herein, because it is the intent that such Board's and/or Arbitrator's authority and decision shall be within the scope and limited to the application of the terms and conditions hereof.

ARTICLE XVIII
STRIKES, LOCKOUTS, JURISDICTIONAL DISPUTES

A. All jurisdictional disputes between the Union, and any other union, shall be determined in the manner and by the procedure established by Article XVII of this Agreement, and it is further agreed that only the Union signatory hereto and the signatory Contractor shall be parties to such a dispute.

B. If a signatory Contractor is performing work on a job as a subcontractor, during the construction of which such job is declared to be unfair by the Building and Construction Trades Council, and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement if, during the period of said stoppage of work, the members of the Union fail to perform their work on said job for the Contractor.

C. The Union shall refrain from strikes or slowdown due to jurisdictional disputes nor shall the signatory Contractor take any action to lock out the members of the Union signatory hereto.

D. Nothing contained in this Agreement or any part hereof, or in this Article XVIII or any part hereof, shall affect or apply to the Union, in any action that it may take against any Contractor who has failed to comply with Article X, or neglected or refused to comply with or execute any settlement or decision reached under the terms of Article XVII hereof, or who fails to comply with the provisions of Articles IV, VI or IX, of this Agreement, except for the enforcement of the subcontracting provisions.

ARTICLE XIX
TERM AND TERMINATION AND RENEWAL

The term of this Agreement shall commence on August 3, 2022 and shall continue through August 4, 2026 and for additional periods of one year thereafter, unless either party gives written notice to the other not more than 90 days nor less than 60 days prior to August 4, 2026, or any subsequent yearly period, of its desire to modify, amend or negotiate changes; provided, however, if no agreement is reached on or before August 4, 2026, or the end of any subsequent yearly period, either party may thereafter give written notice to the other party that on a specific date, not sooner than fifteen (15) days after service of said notice, the Agreement shall be terminated.

ARTICLE XX
GENERAL SAVING CLAUSE

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

of this Agreement.

ARTICLE XXI
CONTRACTOR'S AND UNION'S FINANCIAL OBLIGATIONS

A. The Contractor shall assume any and all financial liability for any judgment or any other obligation imposed upon the Union by either the National Labor Relations Board or any court as a result of a violation of Article IV by the Contractor, as a result of which, without fault on the part of the Union, there is imposed financial obligations on the Union by either said Board or Courts. Any financial liability incurred as result of a violation of Article IV by the Union will be assumed by the Union. Any judgment or other obligation imposed upon the Union by either the National Labor Relations Board or any court as a result of a violation of Article IV shall constitute conclusive evidence of fault on the part of the Union against which such judgment or other obligation is imposed.

B. This Agreement and any addendum constitutes the entire contract between the parties signatory hereto, and no addition, alteration, or modification shall occur herein during the term of this Agreement without the voluntary mutual consent of the parties.

ARTICLE XXII
TRAVEL, PARKING, SUBSISTENCE

A. Travel. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily travel to a point for free transportation to the job site will not be compensated for the time in route and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily. Where air transportation is available to any of the offshore islands, air transportation shall be furnished by the Contractor, and, in addition, if any work of construction at any of the islands or any combination of them shall exceed five (5) working days, Monday through Friday, then employees shall also be furnished transportation at the conclusion of their shift on the fifth day of employment back to the point of embarkation for the weekend with transportation being furnished them prior to the commencement of the Monday morning shift from the point of embarkation back to the islands. It is understood that the basic mode of transportation shall be by air and only total unavailability of air transportation will permit any other mode of transportation. Any transportation required to or from the point of embarkation and any transportation in between shall be at the expense of the Contractor.

B. Parking. If there are no off-street parking facilities provided on the jobsite or within a 3-block radius of the jobsite and there is no adequate unrestricted parking within a 3-block radius of the jobsite, the Contractor will be responsible to reimburse the employee for the cost of parking. The Contractor shall have the right to designate the parking area. The parking fee reimbursement will be made only if a validated parking ticket is presented to the employer within one week of the date said expense is incurred. For work on all off-shore islands, the parking allowance shall be the actual amount expended at the point of embarkation for each plaster tender who parks his car there.

C. Subsistence.

When Plaster Tenders are required because of job location to live away from their place of

residence, they shall receive not less than the regular rate of pay, plus seventy-five dollars (\$75) per day, to cover expenses from the date of leaving until the day of return, inclusive to their home area. When subsistence is paid, an employee shall also be reimbursed once in any weekly pay period at the straight time hourly rate for the time required to make one round trip to his place of residence and back to the job location. Upon completion of their job and/or layoff a member is being paid for time spent in transit returning to their home area they shall not be eligible to also collect subsistence for the day of return.

In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

If a Journeyman quits a job paying subsistence without just cause during a pay period, he shall not be entitled to any travel expenses for return to his home area.

If a Journeyman in a subsistence area does not show up for work on Monday, or the day following a legal holiday after having worked the previous Friday, or the work day prior to a holiday he shall not be entitled to the subsistence allowance for Saturday and Sunday or for the day or days covered by the holiday. The only exception to this clause is if a journeyman be judged by competent authority as sick or unfit to work.

Exception: On Federal, State, or industrial projects where room and board is provided by either the awarding authority or Employer, the employee may have the option of accepting the room and board facilities, or the subsistence allowance, but not both.

It is agreed that a small committee of joint Labor and Management will review "out-of-town expenses" each year.

If the Contractor pays a higher subsistence rate to plasterers, the same rate shall be paid to employees under this Agreement.

If the Contractor and union representing plasterers establish a subsistence rate for any area covered by this Agreement, the provisions of that settlement shall be incorporated and made a part of the terms and conditions of this Agreement.

ARTICLE XXIII **WORKERS COMPENSATION ADR**

The Construction Laborers Health and Welfare Trust Fund for Southern California has established a Workers Compensation Alternative Dispute Resolution Program pursuant to California Labor Code Section 3201.5 ("Laborers Workers Compensation Fund"). Any Contractor who wishes to participate in the Alternative Dispute Resolution Program must sign an assent form binding it to the terms and conditions of the Program.

ARTICLE XXIV **DRUG ABUSE PREVENTION AND DETECTION PROGRAM**

The parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual employers may require applicants or employees to undergo drug and alcohol screening. The parties agree that if a screening program is implemented by an individual Employer, the following items

have been agreed upon by Labor and Management:

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises, in the Employer's vehicles, or while working on any site in connection with work performed under the applicable agreement. In addition, alcohol will not be allowed in the Employer's vehicles.

2. Employers may use an on-site Oral Fluid or Urine Test solely as a type of screen for new hires and for probable cause, post accident, follow-up, compliance or conformity testing procedure on current employees. The results of on-site Oral Fluid or Urine testing may not be used as a sole means to establish grounds for denial of employment or as cause for termination.

- The individual dispatched and being screened shall complete an on-site Oral or Urine screening consent form prior to the screening.
- The individual providing specimens for testing shall use standard universal precautions to prevent the spread of infectious disease. As a minimum, protection shall be the use of disposable latex gloves.
- On-site Oral or Urine testing procedures shall be conducted in a manner consistent with the product manufacturers' instructions. Test procedures shall be performed only by the person being tested in accordance with the product manufacturer's specifications.
- A member of management and a designated union representative can witness the on-site Oral or Urine Fluid screening.
- When a dispatched individual successfully achieves a negative test result, from a substance testing perspective, this individual shall be considered eligible for employment.
- When a dispatched individual receives an inconclusive test or positive result, the actual test plate, or photographic record of the inconclusive or positive test result, shall be retained by the individual employer for a minimum of sixty (60) days. These records shall be placed in a sealed envelope, signed by the tested individual, and shall be stored in a secure location separate from the individual's personnel record.
- In the event of a non-negative test result, the individual shall be immediately referred to the nearest clinic for a standard drug or alcohol test as prescribed below. The results of the standard drug or alcohol test shall determine whether the designated employee is hired or retained by the employer.

3. All applicants or newly hired employees are subject to a drug and alcohol screening at a facility certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) in accordance with the terms of this Memorandum. The Employer agrees to pay each applicant or employee who takes and passes the drug and alcohol test for all the time it takes to undergo the drug and alcohol screening up to a maximum of two hours travel time plus lab time.

4. Applicants not passing the drug and alcohol screen will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug and/or alcohol screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug and alcohol screen.

5. The Employer may require that an employee be tested for drugs and alcohol where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner and shall utilize the reasonable suspicion checklist and reporting form attached hereto as Appendix A, or a comparable checklist. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where

the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

6. An Employer may require that an employee who contributed to an accident be tested for drugs and/or alcohol where the Employer has reasonable cause to believe that the accident resulted from drug and/or alcohol usage.

7. The Employers will be allowed to conduct random jobsite drug testing on construction projects under the following conditions:

- a. All of the Employer's personnel who are working on the project must be tested (excluding personnel working under a collective bargaining agreement that provides otherwise).
- b. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 9 below.
- c. Employer shall notify the Union at least three (3) days prior to its intent to implement random drug testing on a company wide basis.
- d. If the Employer manipulates the random drug testing provision in any way to single out any employee(s), such conduct shall be a violation of this MOU and subject to the grievance and arbitration procedure in the MLA. If the Joint Adjustment Board or the Arbitrator finds that the Employer has committed the violation, the Employer may no longer random drug test under the provisions of this Section 7.

8. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.

9. Drug screening shall be performed at a SAMHSA certified lab. A sufficient amount of a urine sample shall be taken to allow for an initial drug test and a drug confirmation test. The initial test will be by Enzyme Multiplied immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test a confirmation test must be utilized before action can be taken against the employee or applicant. The confirmation test will be by Gas Chromatography - Mass Spectrometry (GC/MS). The cutoff levels for both the initial test and confirmation test will be those established by the Substance Abuse and Mental Health Services Administration, as indicated below. Any diluted or delayed test shall be a presumed positive result, unless reviewed and overturned by the Medical Review Officer. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

10. If a medical standard is developed for Cannabinoids (THC) level that indicates impairment, the parties shall meet and bargain regarding the revision of this Memorandum of Understanding to reflect such levels.

11. Alcohol testing shall be performed at a SAMHSA certified lab using only approved evidential breath testing devices, or saliva alcohol screening devices listed on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List. All equipment shall have a quality assurance plan approved by the NHTSA and shall not be used in the event that the device does not meet specified quality controls.

12. Present employees, if tested positive for drugs or alcohol, shall have the prerogative for a rehabilitation program at the employee's expense. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.

13. Any dispute which arises under this drug and alcohol policy shall be submitted to the grievance and arbitration procedure set forth in the applicable Agreement.

14. If, as a condition of contract award or due to Federal, State, or Governmental Agency requirements, including but not limited to Federal D.O.T. commercial driver drug & alcohol testing requirements, an individual Employer is required to abide by or implement more stringent requirements than set forth in the Memorandum of Understanding, the individual Employer will notify the Union in writing of those requirements.

15. The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.

16. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of the Substance Abuse program.

Reasonable Suspicion Checklist
And Reporting Form

Date of Report: _____ Date/Time Period Covered by Observation: _____

Employee Name: _____ Job Title: _____

Supervisor: _____

Corroborating Witness (*if applicable*): _____

Physical Symptoms *(Provide explanation where appropriate)*

- ___ flushed or pale face
- ___ dilated or constricted pupils (note which)
- ___ constricted pupils
- ___ glassy eyes
- ___ bloodshot or red eyes
- ___ sniffles/runny nose
- ___ swaying, wobbling, staggering or falling
- ___ dizziness
- ___ excessive sweating in cool areas
- ___ smell of liquor
- ___ strange chemical odor on breath
- ___ burnt rope smell on clothes, hair or body
- ___ drowsiness
- ___ incoherent, confused **or** slurred speech
- ___ apparent insensitivity to pain
- ___ reduced reaction time
- ___ poor coordination
- ___ increased or depressed breathing rate
- ___ tremors
- ___ other (explain) _____

Behavioral

- ___ antagonistic
- ___ restless
- ___ overreacts to minor things
- ___ unusually talkative/rapid speech
- ___ excessive laughter or hilarity
- ___ baseless panic
- ___ withdrawn
- ___ rapid mood swings
- ___ irritable
- ___ combative
- ___ depressed
- ___ paranoid
- ___ other (explain) _____

Work Symptoms

(Provide explanation where appropriate)

- ___ doesn't follow task instructions
- ___ shows disregard for safety of self and others
- ___ exhibits excessive carelessness
- ___ appears unable to concentrate fully
- ___ excessive mistakes
- ___ unexplained declines in productivity
- ___ dangerous behavior/needless risk taking
- ___ unable to order tasks
- ___ forgetfulness
- ___ excessive focus on minute details
- ___ unexplained and frequent absences from work area
- ___ other (*explain*) _____

Long Term Symptoms

- ___ complaints from coworkers
- ___ excessive work absences
- ___ leaves job early for variety of excuses
- ___ comes late form a variety of excuses
- ___ accident prone
- ___ general poor and deteriorating physical condition
- ___ weight loss
- ___ other (*explain*) _____

General Comments: _____

By (signature) _____

Title _____

Action
* Refer to Drug Test ___
* Refer to MAP/EAP ___
* No further action at this time ___

Meeting Notes _____

_____ Date of meeting: _____

Testing Levels

<u>Drug Group</u>	<u>Initial Test ng/ml</u>	<u>Confirmation Test ng/ml</u>
Cannabinoids* (THC)	50	15
Cocaine		
Benzoyllecgonine*	150	100
Amphetamines*	500	250
MDMA (Confirmation for MDMA, MDA, MDEA) (Ecstasy)	500	250
Opiates*	300**	300**
Propoxyphene	300	300
6-Acetylmorphine	10	10
Methadone	300	300
Phencyclidine*(PCP)	25	25
Benzodiazepine	300	300
Barbiturates	300	200
Alcohol	>0.04% BAC***	>0.04% BAC***

* Cut-off values shall meet or exceed those established by SAMHSA's Mandatory Guidelines for Federal Workplace Drug Testing Programs.

** Includes extended Opiates-Oxycodone, Hydrocodone, and Hydromorphone.

*** As per DOT

**Western Wall and Ceiling Contractors
Association, Inc.**

Chairman

Secretary

Southern California District Council of Laborers

President

Secretary

Business Manager

**Plaster Tenders of Southern California
Local Union 1414**

Business Manager

Appendix A

Grievances and Disputes

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

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

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

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

unnecessary costs and disproportionate remedies associated with class and representative actions.

A. Arbitration of Employment Related Claims.

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

In addition to Contractual Disputes that may be brought by the Union or Local Union as described above, all employee claims or disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code section 2699.5 as amended, all derivative claims under California Business and Professions Code section 17200, et seq., all associated penalties, and federal, state and local laws concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter “Statutory Dispute” or “Statutory Disputes”) shall be subject to and must be processed by the employee, not the Local Union or Union, pursuant to the procedures set forth in this Appendix A as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claims concerning the matters addressed in the foregoing laws (other than a claim of violation of the Master Labor Agreement that are deemed Contractual Disputes). This Appendix A shall not apply to claims before the National Labor Relations Board, the Employee Equal Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers’ Compensation.

In addition to the claims listed above, the parties have also agreed to provide for final and binding arbitration of any and all claims that could be asserted under all local, state and federal anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, Title VII of the Civil Rights Act 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, and the California Family Rights Act. All claims for discrimination, harassment or retaliation in employment on the basis of race, age, sex, gender, religion, national origin, alienage, religion, marital status, sexual orientation, disability, or any other basis that is protected under any of those laws, as well as all related or similar claims (including but not limited to those for wrongful termination in violation of public policy, intentional infliction of emotional distress, violation of 42 U.S.C. section 1981, and retaliation in violation of Labor Code section 1102.5), shall be resolved exclusively under and in accordance with the procedure for settlement of grievances and disputes set forth in this Appendix A to the Agreement and not in a court of law. The agreement to arbitrate such claims shall also include

those asserted against any of the Employer's employees, officers or owners. The agreement to arbitrate claims described in this paragraph is subject to any applicable rights provided in 9 U.S.C. section 401- 402.

Pursuant to California Labor Code Section 2699.6, the Parties hereby expressly and unambiguously waive the provisions of the California Private Attorneys General Act (PAGA), Labor Code Section 2698, et seq., and agree that none of the provisions of that statute apply to any of the employees covered by the collective bargaining agreement between the undersigned Parties (the "Agreement"). The Parties further agree that this Agreement prohibits any and all violations of the California Labor Code sections identified in Labor Code §§ 2699.5 and 2699(f) as well as any others that would be redressable by PAGA, and that such claims shall be resolved exclusively through the Arbitration procedures in this Appendix A and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.

This Agreement shall apply to any representative and class claims that arise during the term of the Parties' current Master Labor Agreement, regardless of when they were filed with any court or administrative agency; provided that the Contractor is bound to an extended, renewed or successor Master Labor Agreement if such claims are filed after the termination of this Master Labor Agreement. An arbitrator presiding over an arbitration conducted pursuant to this Appendix A arbitration procedure shall have the authority to make an award of any and all remedies otherwise available under the California Labor Code, except for an award of penalties that would be payable to the Labor and Workforce Development Agency.

B. Procedure for Arbitration of Disputes.

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

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

If the individual employee dispute is a Statutory Dispute subject to this Appendix A, the grievance shall not be heard by the Joint Adjustment Board; it shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article VI shall not apply. Instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association Employment Arbitration Rules and Mediation Procedures. Unless the parties proceeding to an arbitration agree otherwise, they shall request that only lawyers and retired judges be included on all panels of arbitrators offered

to the parties. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, or if there is a written agreement providing for an award of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees or costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Local Union or Union shall not be a party to the arbitration of Statutory Disputes, and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. The Arbitrator shall state the reasons for the arbitration decision. Notwithstanding the foregoing, the Arbitrator shall not have the authority to award penalties payable to the Labor and Workforce Development Agency pursuant to the Private Attorneys General Act (Part 13 of Division 2 of the California Labor Code). The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

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

Appendix B
Healthy Workplace Healthy Family Act of 2014

The parties agree that the contractors signatory to the Agreement shall not be required to provide paid sick days under AB 1522, the Healthy Families Act of 2014 (Labor Code Section 245, et seq.), because the employees covered by the Agreement are in the construction industry, covered by a valid collective bargaining agreement which expressly provides for wages, hours of work, and working conditions, and premium wages for all overtime hours worked, and regular hourly pay of not less than 30 percent more than the State minimum wage, and the parties hereby expressly and unequivocally waive the requirements of the Healthy Families Act.