2026 2030

SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT

between

UNITED CONTRACTORS
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

and

THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

LiUNA! SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
YOUR WORKFORCE SOLUTION

Affilated with
The Laborers International Union
Of North America, AFL-CIO

LABORERS 2026-2030 MASTER LABOR AGREEMENT

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MASTER LABOR AGREEMENT

between

UNITED CONTRACTORS

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

and

THE SOUTHERN CALIFORNIA

DISTRICT COUNCIL OF LABORERS

2026-2030

This Agreement entered into this first day of July 2026, by and between the United Contractors, Associated General Contractors, of California, Inc. and Southern California Contractors Association, Inc. , on behalf of their respective eligible members, hereinafter referred to as the "Contractor(s)" or "Employer(s); and, the Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, all affiliated with the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations; hereinafter referred to as the "Union."

PURPOSE

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

thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

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

The parties also recognize the need for an ongoing, formal dialogue regarding industry issues that require additional and more thoughtful consideration and potential mutual action apart from the immediate needs addressed in this Agreement. To effectively implement all of the foregoing, the parties to the Agreement hereby establish a Partnering Group ("Partnering 365 Committee") to meet quarterly composed of three (3) representatives appointed by the Southern California District Council of Laborers and three (3) representatives appointed by the Associations. This Partnering 365 Committee will address industry issues, and will also review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and individual employers covered by the Agreement. The Committee is authorized to recommend such changes as it deems to be in the best interest of the parties to the Agreement, which changes, if approved as set forth below, shall not be subject to Article X, Paragraphs A or B of the Agreement.

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

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

Article I
General Provisions

A. DEFINITIONS:

1. The term "Contractor" or "Employer," as used herein, shall refer to an Employer party to or bound by this Agreement.

2. The term "Association," as used herein, shall refer to the Associations previously named and signatory to this Agreement.

3. The term "Union," as used herein, shall refer to the Southern California District Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. The term "Local Union," as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the Agreement.

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

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

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

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

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

B. COVERAGE

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

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

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

This Agreement shall not apply to, nor will the Union dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint venture or other legal entity who, as a "broker," or subcontractor, furnishes workers to perform work covered by this Agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A "broker" is a person, firm, limited liability company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use. The Union retains the unilateral right to terminate this Agreement with a broker upon 30 days' written notice to the broker.

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

change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.

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

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

(b) Street and highway work, grading and paving, excavation of earth and rock, including non-destructive utility line location (hydrovac operations) including all subsurface imaging, including but not limited to the operation of ground and surface penetrating radar, video/CCTV pipe inspection equipment, and radiographic equipment, all subsurface imaging and mapping, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, underground communication and conduit installation, fiberoptic installation, blowing, splicing, testing and related work for telephone, T.V. or other communication transmission through conduit, encasement of conduit by concrete, slurry or other materials, water supply, water development, reclamation, rain water collection systems, dry well installation, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

(c) The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, oil well installation, refurbishment and abandonment work, weatherization, green energy work, geothermal, lithium and metal extraction, lithium battery power plants, geothermal and commercial lithium hydroxide and mineral extraction plants or processing facilities for commercial facilities, hydrogen plants, any new related technologies involving hydroxide, silica, bulk sulfide, polymetallic and other similar products, wind, water, solar energy installations, including but not limited to post insertion (with walk behind equipment with no seat and less than 50 horsepower), uncrating of metallic components for the racking system, clean-up of materials for the racking system, staging area placement, inspection, and uncrating of solar panels, including cleanup of crate materials, energy storage, tidal energy, bio digesters, carbon capture, emission reduction, and all other energy installations and structures, offshore structures and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building

construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

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

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

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

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

C. Repairs

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

D. Demolition

It is agreed that where demolition work is included under the terms of the job specifications of the General Contractor or subcontractor such work, including the salvage of the material from the buildings to be demolished.

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

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

1. All work necessary to tend all other building trades craftsmen, including stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance and repair), cleanup of debris, grounds and buildings, the unloading of trucks and moving of equipment, material, furniture and cabinets on the jobsite, and all General Laborers' work. The hoisting of rods except when a derrick or outrigger operated by other than hand power is used is claimed as Laborers' work, also the erection and dismantling of scaffolding regardless of height.

2. All work in connection with excavation for building and other construction including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps.

3. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, sandblasting, water blasting, mixing, handling, shoveling, rough-strike off of concrete, concrete that may be hand worked by any method or means, conveying, pouring, handling of the chute from readymix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzlemen, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface. All Laborers work associated with concrete polishing and pervious concrete.

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

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

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

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

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

9. All work in connection with the shoring and under-pinning, including cutting, fitting, placing and raising, of all structures, soldier beams and sheet beams. All work in connection with the fabrication, construction, grading, placing, erection, rigging and hoisting, stripping and removing of all shoring, falsework, decking, beams, and lagging regardless of material composition.

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

11. All helper work on water well drills.

12. All work involved in the construction, replacement, alteration or modification of all rail lines, including all work related to railroad signal systems and highway-rail crossing warning systems, salvage, demolition and take up, on main lines, siding, service lines or on any

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

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

14. All work in connection with the demolition, wrecking of buildings and structures.

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

16. The operation of remote controlled robotic equipment in connection with Laborers' work. Remote/Satellite/Radio-Controlled Equipment for remotely operated machinery. Remote/ Satellite/Radio-Controlled Equipment GPS-guided layout and installation systems.

17. Mechanically stabilized earthen wall construction and installation.

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

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

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

21. Installation and cutting of pavers and paving stone.

22. Operation of all forklifts and small skid steer loaders.

23. All Laborers work in refineries, including but not limited to General Laborers work, fire watch, bottle watch, hole watch, Safety Attendant, fire blanket, weather protection, hydroblasting, distribution of drinking water, storm drains, sanitary sewer pipes, all demolition, emergency spill cleanup, flagging and traffic control, erosion control and silt fence, pipe laying, concrete work, cleanup and janitorial cleanup, manholes, and catch fence.

24. Laborers may be assigned any work involving the enforcement of safety protocols on a construction jobsite. This includes, but is not limited to, all work in conjunction with the enforcement, regulation, assessment, investigation, or promotion of safety protocols associated

with the Occupational Safety and Health requirements mandated by California or Federal law; Compliance enforcement and risk mitigation; etc.

25. Laborers may be assigned the installation of structural anchorage, fasteners, and attachments; all work in connection with the construction and alteration of water treatment plants, including but not limited to setting elevation for chain flights and installation of chain flights; installation of gears, shafts, brackets and chain drive components; drilling and anchoring of bolts; mechanical assembly within the water treatment tanks; etc.

26. General cleanup and the abatement of graffiti, cleanup and abatement of homeless encampments, installation of graffiti proof materials including, but not limited to, synthetic ivy.

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

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

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

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

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

L. Manhole building, including bottom building, precast manhole setting, raising, lining and rehabilitation and dry well installation, shall be performed by bargaining unit employees qualified

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

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

1. All work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials, equipment and laser beam operation.

2. Industrial pipe fitting in connection with Laborers' work.

3. All inside pipe coating or lining by any method including joint finishing; pipe bursting.

4. Welding, certified or otherwise, in connection with Laborers' work.

5. Installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.

6. Installation of valve boxes, thrust blocks, both precast & poured in place, pipe hangers & supports incidental to installation of the entire piping system.

7. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.

8. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.

9. All piping for ornamental stream beds, waterways and swimming pools.

10. All piping for sewers and drain lines and all preparation on the jobsite allied directly thereto, including fabrication, replacement, repair and service of such installations.

11. All temporary irrigation and lawn sprinkler systems, all temporary water lines.

12. All decorative landscaping, such as decorative pools, ponds, reflecting units, hand grade landscaped areas, finish grade, spread top soil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod, use of ground cover such as flatted materials, riprap, gravel & rock, crushed rock, pea gravel and all other landscapable ground covers, installation of header boards and mowing edges, soil preparation such as wood shavings, fertilizers (organic, chemical or synthetic), top dress ground cover areas with bark or any wood, residual or other specified top dressing.

N. All work in connection with the handling, control, removal, abatement, encapsulation or disposal of toxic waste. The work tasks shall include, but not be limited to, the erection, moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment used in the handling, control, removal or disposal of toxic waste; as well as the bagging, cartoning, crating, or otherwise packaging of materials for disposal.

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

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

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

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

S. Operation of all vehicles, tools and equipment, traditionally used by Laborers in connection with Laborers work.

T. Installation of metal lockers and related work.

Article II
Union Recognition

A. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. The Union has requested recognition as the Section 9(a) representative of the employees performing 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 Associations 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 laborers' work and agrees that the Union is the collective bargaining representative of such employees. The Associations on behalf of themselves and each of their 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 for itself and all its affiliated Local Unions. 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 Associations on behalf of themselves and their 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 recognizes the Associations, as the sole and exclusive bargaining representative for their eligible members, present and future, who are or who become bound by this Agreement and agree that during the term of this Agreement it will not negotiate or enter into any agreement with such individual members of the Associations relative to part or all of the subject matter covered by this Agreement.

1. The Associations 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 Associations within ten (10) days of the Contractor's assignment of bargaining rights. The Associations recognize the Union's right to sign or not sign a Contractor at its discretion, and the Union will notify the Associations of the acceptance or rejection of the Contractor within ten (10) business days of the Association's notice.

C. Subject to the provisions of Article II.B.1, this Agreement shall be binding upon each and every eligible member of the Associations, with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Associations shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from either Association prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however, that as to such former or suspended members, the provisions of Article IV and Article VI shall not apply from the time when such member resigns or is suspended from any of the Associations. In addition, such former or suspended member shall automatically be bound by all of the terms of the Laborers' Short-Form Agreement for the Construction Industry except that the former or suspended member may terminate the Short-Form Agreement by giving the appropriate Association and the Union at least sixty (60) days written notice prior to June 30, 2026 (or June 30 of any subsequent year if the Union fails to give notice in 2026) of his intent not to be bound by any new or renewed agreement. Thereafter the termination clause of the Short-Form Agreement shall apply. The Associations will advise the Union of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

Article III

Dispatching Procedures, Hiring Hall Provisions

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

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

2. Applicants shall be registered on the employment list in the order of time and date of registration. There shall be five (5) groupings in the out-of-work list as hereinafter more particularly described.

3. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment or other information as may be considered necessary to the operation of said employment lists and each applicant shall complete prior to registration such forms for recording such information as may be submitted to him. Applicants shall list any special skills and safety certifications which they may possess. By the end of the term of this Agreement, the Local Union agrees to provide with each dispatched person a list of certifications/credentials possessed by that person, along with the dates of such certifications/credentials. The list will be included with the dispatch slip.

4. The Contractor shall first call the employment facility servicing the geographical area in which the project is located on which employees are needed and that employment facility shall immediately dispatch to the Contractor the number of qualified and competent applicants of the classifications needed and requested by the Contractor. The Contractor may require as a condition of dispatch that the applicant possess safety certifications that are available through the Laborers Training and Retraining Trust and related to the work to be performed for the Contractor. The employment facility shall dispatch workmen strictly in accordance with the provisions of this Agreement.

5. It shall be the responsibility of the Contractor, when ordering men, to give the employment facility all of the pertinent information regarding the prospective employment including skills, qualifications and safety certifications related to the work to be performed by the Contractor (provided such certifications are available through the Laborers Training and Retraining Trust).

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

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

employers wishing to rehire employees of a joint venture of which the individual employer was a member.

Group B: In addition to requests permitted in Group A, above, the Contractor may request for employment (a) any person who has graduated from Apprentice to Journeyman status within the last twelve (12) months prior to the request; (b) any person in Wage Classification Groups II, III, IV, and V who is registered on the out-of-work list out of order for any reason; provided, however, that a person requested under this section has worked at least three hundred (300) hours under this Agreement in the previous six (6) months in the area served by the Local Union employment facility, or has been available for work on the out of work list at least three hundred (300) hours (calculated at eight (8) hours per day) at the Local Union employment facility, or a combination of both totaling at least three hundred (300) hours; and (c) any person to work in Wage Classification Group I who is registered on the out-of-work list out of order for any reason, provided, however, that a person requested under this section has worked at least one thousand (1,000) hours under this Agreement in the previous twelve (12) months in the area served by the Local Union employment facility, or has been available for work on the out of work list at least one thousand (1,000 hours) (calculated at eight (8) hours per day) at the Local Union employment facility, or a combination of both totaling at least one thousand (1,000) hours. Under this section, working in the area served by the Local Union employment facility shall include a person dispatched to a Contractor in that area and then assigned by the Contractor to another area pursuant to the assignment provisions contained in this Agreement. At no time shall any job contain more than fifty (50%) percent of persons requested under this section. Any Local Union, may at its option, permit a percentage of individual requests greater than fifty (50%) percent on any job.

The hours of employment required for dispatch under Group B shall include hours on a leave of absence covered under the Family and Medical Leave Act, the California Family Rights Act, California State Disability Insurance, or Paid Family Leave. Nothing in this section will be interpreted to provide protection for employment while on leave, other than as provided by law.

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

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

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

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

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

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

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

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

(iv). A worker is a certified job steward and is dispatched to the job to act in such capacity. At no time shall any job contain more than fifty percent (50%) of persons requested under subsection b, c and d, above. Any Local Union may, at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job.

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

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

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

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

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

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

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

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

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

(ii) Failure to accept the dispatch.

(iii) Unavailable for employment during posted dispatch hours.

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

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

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

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

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

(i) When ordering workmen, the Contractor will give notice to the appropriate Local Union, or its Agents, not later than 2:30 P.M. of the day prior (Monday through Friday), or in any event, not less than seventeen and one-half (17 1/2) hours before the required reporting time; and in the event that forty-eight (48) hours after such notice the appropriate Local Union, or its

Agents, shall not furnish such workmen, the Contractor may procure workmen from any other source, or sources. if workmen are so employed, the Contractor will immediately report to the Local Union having work and area jurisdiction, or its Agents, each such workman by name.

7. (a) This section shall be known as the Laborers' Code of Performance. Without diminishing in any manner the Contractor's rights under Section F of this Article, should any Laborer referred for employment be terminated for cause as defined under this section, his or her referral privileges shall be suspended automatically for one (1) month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six (6) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her privileges shall be suspended indefinitely (time period begins from date of first discharge). A termination "for cause under this section is defined to include a termination for excessive absenteeism, excessive tardiness, lack of required skills (not applicable to apprentices), insubordination or theft.

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

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

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

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

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

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

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

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

E. Supplemental Dues

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

2. Said supplemental dues shall be transmitted to the Dues Administrator concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the Employers pursuant to the provisions of this Section shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of

this Section shall, from the instant of their transmittal, be considered vacation contributions if no such proper authorization shall have been furnished and shall be held by the Vacation Trust for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Administrator's Account, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incidental to receipt, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year 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.

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

4. Said contributions shall be transmitted to the Dues Trust concurrently with, but not as a part of, the Employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the Employers as contributions pursuant to the provisions of this Section shall, from the instant of their deduction, be considered, contributions to LiUNA PAC or other designated Political Action Committee. Prior to deposit in the separate bank accounts of the Dues Administrator's Account, 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 Administrator's Account or, at the Union's election, paid by the Union; and the Contractor shall not, by virtue of this provision, incur any additional cost. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

F. Subject to the foregoing, the Contractor shall have complete freedom of selectivity in hiring and the Contractor retains the right to reject, for any reason, any job applicant referred by the employment facility. The Contractor may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Contractor against

any applicant or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

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

H. The Contractor may assign up to nine (9) Laborers per project, including the Foremen, from an area of a Local Union covered by this Agreement that is outside the geographic jurisdiction of the Local Union where the project is located. After the assignment of no more than nine (9) Laborers, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may assign one (1) additional out-of-area Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be assigned from one area to another area (this restriction shall not apply to the foremen). The Contractor must provide written notification to the Local Union having geographical jurisdiction over the project within fifteen (15) days of the out-of-area employees beginning work. For the assignment of additional out-of-area Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional assignment of out-of-area employee shall only be made by mutual consent. Any dispute arising under this Section H shall be referred to the District Council prior to the Local Union filing a grievance or taking any action to prevent out-of-area workers from working on the project. The time for filing a grievance under this Section, and any liability for a violation, shall be tolled while the District Council is attempting to resolve the dispute.

I. Employees employed by any Contractor pursuant to the terms of this Agreement shall not be removed nor transferred by the Union unless the prior approval of the Contractor has been obtained.

Article IV

Strikes - Lockouts - Jurisdictional Disputes

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

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

C. No employee covered hereby may be discharged by an individual Employer for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council in the area, or the Union, that is not in violation of Section A of this Article, or for engaging in any conduct protected by Sections 7 or 502 of the Labor-Management Relations Act of 1947, as amended.

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

D. During the term hereof there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union and that all employees covered by this Agreement shall perform the work customarily performed by them.

E. When making work assignments, the Contractor shall assign the work in accordance with existing intercraft agreements. In the absence of such intercraft agreements, then past practice or the prevailing practice in the locality shall apply. The Union will furnish the Associations with approved intercraft agreements. The locality for the purpose of determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no predominant practice in the locality or intercraft agreement, the Contractor shall consult the representatives of the contesting trades regarding any arguments of facts the trades may wish to present to their claim to the work.

F. Jurisdictional disputes shall be settled by the Unions themselves. If not settled, then the dispute shall be submitted to the International Presidents of the Unions involved in the dispute for determination. While such procedures are being invoked and exhausted, the work shall proceed as assigned by the Contractor. The Contractor and the Union shall be and are bound by such determination and decision and the misassignment, if any is found, shall be promptly corrected by the Contractor.

Article V

Subcontracting, Employee Rights, Union Standards and Work Preservation

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

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

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

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

"Subcontractor acknowledges that Contractor has entered into the following labor agreements covering work at the construction jobsite with the Southern California District Council of Laborers and its affiliated Local Unions: Southern California Laborers Master Labor Agreement, effective July 1, 2026 to June 30, 2030 ("Master Labor Agreement"). The subcontractor acknowledges and agrees that a copy of the Master Labor Agreement is available to subcontractor.

"Subcontractor agrees that, as an essential condition to entering into this subcontract, it shall be bound to and shall comply with all of the terms and conditions of the Master Labor Agreement referenced above, including wages, trust fund contributions, working rules, the grievance/arbitration procedure and any other mechanism for the resolution of dispute contained in the Master Labor Agreement, on all covered work performed in the geographic area of the Master Labor Agreement. Subcontractor agrees that it shall be bound to the Master Labor Agreement, commencing with the first hour of work performed by its employees on this Project, and shall be bound to the Master Labor Agreement for all its construction work, whether or not the work is performed for the Contractor, for the duration of the Master Labor Agreement, and until timely terminated pursuant to the terms of the Master Labor Agreement, for the duration of successor Master Labor Agreements.

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

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

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

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

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

D. Jobsite work covered by the Asbestos, Plaster Tenders, Brick Tenders, Tunnel, Gunite, Housemovers, Horizontal Directional Drilling, Parking and Highway Improvement and Landscape Agreements of the Union are a part of the work description and bargaining unit covered by this Agreement.

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

F. The Contractor shall provide in his contract with the subcontractor the following provisions: "The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article IV of this Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him."

G. The Contractor and his subcontractor shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractor to refrain from the use of materials, supplies and equipment, which will tend to cause any discord or disturbance on the project.

H. In the event the Contractor is required to subcontract work on a public works project to a certified MBE/WBE/DBE subcontractor to meet requirements contained in governmental rules or regulations, the Contractor shall notify in writing the Local Union in whose jurisdiction the work is to be performed. The Union shall offer to sign the subcontractor to the Union's MBE/WBE/DBE Public Works Short-form Agreement.

I. In the event the Contractor is a partnership, no more than one (1) partner shall perform work covered by this Agreement. However, during each day on which the partnership employs on a full-time basis at least three (3) Laborer employees, pursuant to the terms of this Agreement, then one (1) additional partner shall be allowed to perform work covered by this Agreement. All partners who perform work covered by this Agreement and pursuant to this Paragraph I, shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the partnership shall contribute to all Trust Funds on behalf of all working partners at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate, and to the Trust Funds in a sum equivalent to the hourly contribution rate, for each hour worked by a partner in violation of Paragraph I.

J. In the event the Contractor is a sole proprietorship that employs other individuals or is not working for a contractor signatory to this Agreement and the sole proprietor performs work covered by this Agreement, the sole proprietor shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the sole proprietorship shall contribute to all Trust Funds on behalf of the working sole proprietor at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate and to the Trust Funds in a sum equivalent to the hourly contribution rate for each hour worked by the sole proprietor in violation of this Paragraph J. If the sole proprietor is working for a contractor that is signatory to this Agreement, the sole proprietorship shall be considered an owner- operator subject to the provisions of Article V, Paragraph K.

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

2. The Owner-Operator shall not be subject to the dispatch obligations contained in Article III of this Agreement, provided that the Owner-Operator has signed a W-4 form and becomes a bona fide employee of the Employer prior to going to work and the Union shall be notified of the name and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator is hired, such notice to be given to the Local Union in whose area the work is being performed and confirmed in writing within twenty-four (24) hours thereafter. A copy of the notification shall be furnished by the contracting Employer to the Owner-Operator, and this copy shall be in the possession of the Owner-Operator at all times, so long as he remains on the job or project. This notice must be produced upon request of the Union. Failure of the Owner-Operator to provide proof of ownership of the equipment being operated shall be cause for his removal from the job or project until the Owner-Operator and the Employer have complied with the requirements of this Paragraph K. The Owner-Operator is subject to the union security and supplemental dues provisions of Article III.

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

payment by the Contractor to any broker or other person except a signatory subcontractor for the services of an Owner-Operator shall be a violation of this Agreement.

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

(c) The Contractor shall be liable to the Trust Funds described in this Agreement in an amount equal to the contributions plus interest and liquidated damages from the date contributions would have been due that would have been paid on an employed person to perform work covered by this Agreement. The portion of the contribution designated as supplemental dues shall be forwarded to the Union by the Trust Administrator. The sums paid under this provision shall be as damages and not for the benefit of any specific individual.

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

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

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

6. The individual Employer will not devise or put into operation any scheme to defeat the terms of this section of this Agreement.

7. If a Contractor, through the grievance procedure, is found violating any portion of this Article, the Contractor shall immediately pay compensatory damages in the amount of one (1) day's pay at the Group III rate for each day or portion of a day in which the violation occurred.

Article VI

Procedure for Settlement of Grievance and Disputes

A. Upon request of either the Union or the Associations, the parties shall appoint a Laborers' Joint Adjustment Board consisting of four (4) representatives of the Contractors and four (4) representatives of the Union. The Board is for the purpose of interpreting and enforcing all the terms and provisions contained in this Agreement. The Contractors and the Union shall each have a total of four (4) votes on the Joint Adjustment Board and not less than two (2) appointed by each party and the Chairman shall constitute a quorum. Each side shall have four (4) votes and a decision of the Joint Adjustment Board by majority vote shall be final and binding.

B. No dispute, complaint or grievance shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing to the individual Contractor, the appropriate Association, or the Local Union and the Union within fifteen (15) calendar days, except on discharges, which shall be seven (7) working days after the alleged violation occurred. In the

event the Union or Contractor determines that further discovery is necessary prior to proceeding to the next step in processing the grievance, the grieving party shall notify the other party in writing and the time limits contained in this Article (other than for the filing of the grievance) shall be extended until the party has made a final determination of the facts giving rise to the dispute. The grieving party shall notify the other party in writing of when a final determination has been made.

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

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

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

F. Upon referral of a grievance to the Joint Adjustment Board, each party shall appoint its representatives to the Joint Adjustment Board to hear the grievance and immediately notify the other party, in writing, of the name and business address of each representative appointed. The Joint Adjustment Board shall thereafter meet within ten (10) days, select its Chairman and Secretary and hear the grievance.

G. In the event the Joint Adjustment Board does not reach a decision or does not meet within ten (10) days of the grievance being referred to the Joint Adjustment Board, any dispute or grievance may be referred to arbitration by either or both parties within five (5) working days. The parties may attempt to agree on the arbitrator, but if they cannot do so within three (3) work days, either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service serving the Southern California area, or the American Arbitration Association if the Federal Mediation and Conciliation Service is not issuing panels of Arbitrators. The party against whom the grievance is filed shall first strike a name of an arbitrator on the panel, with the grieving party striking next; the striking of names shall continue in this order until there remains one name, who shall serve as the arbitrator. The decision of the arbitrator shall be final and binding upon all parties and the grievants.

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

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

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

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

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

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

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

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

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

Article VII
Craft Steward and Business Representative

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

B. The craft job steward, if any, shall be a working employee appointed by the Union, who shall, in addition to his regularly assigned work, be permitted to perform during working hours, such of his steward duties, as outlined in Paragraph D, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative, in writing, of the appointment of a craft job steward, and send a copy to the Contractor's home office address. The Steward shall be offered overtime if any other employee on the steward's crew is working overtime, provided the steward is qualified to perform the work to be performed during overtime hours. The Employer shall give written notice to the Union prior to any overtime work where the steward is not scheduled to work.

C. It is recognized by the Contractor that the employee selected as the job steward shall remain on the job as long as there is work being performed in a classification in which he is qualified to perform, except that at the completion of the job, the Contractor shall not be required to retain the steward in lieu of the foreman or key man upon reduction in force. The Contractor or his representative, before laying off, or discharging the craft job steward for any cause other than stated in Paragraph D, below, shall notify the Union in writing of his intent to do so two (2) full working days prior to such intended layoff or discharge. The Contractor or his representative will meet with the representative of the Union during this two (2) day period and attempt to resolve the matter. The craft job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article, or without just cause.

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

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

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

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

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

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

6. Make a complete job check during working hours no more often than once a week.

7. Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Contractor and the craft job steward prior notice.

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

9. The craft job steward shall not:

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

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

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

10. Infraction of any of the rules in subparagraph 9 shall be cause for immediate dismissal of the craft job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.

11. Any dispute in connection with this Article VII shall be referred to the Grievance and Arbitrations procedure of this Agreement.

Article VIII
Classifications

A. Should the Contractor or any subcontractors, as defined in Article I and V of this Agreement employ employees in the prosecution of this work in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three (3) working days after a work assignment is made, or the equipment is operated, be temporarily classified by the appropriate Contractor Association and the Union under the classifications contained herein which more nearly fit the particular character of the employment. Temporary classifications and wage rates shall be immediately referred to the Laborers' Joint Adjustment Board which shall review and recommend usage of the proper classifications and wage rates. Either party shall thereafter have the right to submit a dispute under this section in the manner set forth in Article VI of this Agreement.

B. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Contractor, provided that if a Contractor, in determining the number of employees, or the number of classifications of employees, shall lessen the number of employees or the number of classifications customarily used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the grievance and arbitration procedure provided in Article VI of this Agreement. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as other pertinent factors.

C. Because 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, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools, or labor-saving devices, provided, however, that such machinery or power equipment shall be furnished by the Contractor, and provided further that no employee shall be required to work under any conditions that are injurious to his health or safety or in conflict with a present well-established custom regulating such use where the work is being performed.

D. The Contractor agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men, and the Union agrees to permit the occasional or temporary transfer of employees from one classification to any other classification; provided that, when such transfers are made, the employee shall be paid for the entire day on the basis of the rate of the highest paid classification in which he worked during the day. When such transfers involve the classifications of more than one craft, it shall not be necessary for the operation of this policy that employees be referred to a project by more than one Union or employed at classifications of more than one craft. Abuse by any Contractor of the privilege granted in this Paragraph D, Article VIII, shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article VI of this Agreement.

E. Each employee employed in accordance with the terms of this Agreement shall receive wages based upon the minimum hourly wage rates specified in Article XIX of this Agreement calculated by the number of hours he was employed, less all legal deductions. Any other method of paying the employees, such as the use of piece work, bonus systems or lumping of the work, shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with Article VI of this Agreement.

Article IX
Qualifications

A. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and further, that it will not, by the adoption or amendment of any provisions of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations and each of their eligible members and the Union on whose behalf the said parties are signing the said Agreement.

B. Nothing contained in any other Agreement will change the conditions as set forth in this Agreement pertaining to use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor and operated or used on any work on which

he is the prime or subcontractor. Nothing contained in this Agreement shall relieve any Contractor or subcontractor from his contractual obligations under such other agreements.

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

Article X
Existing and Other Agreements

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

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

C. The provisions of the Article will not apply to special projects, jobsite Agreements or MBE/WBE/DBE public works Agreements which may be negotiated in any area covered by Agreements.

D. This Agreement shall be deemed to be executed when the parties signing shall have affixed their signatures hereto. Before accepting as an affiliate or issuing a charter to a local Union in the area herein defined, the Union shall be required as a condition of such affiliation that said local Union be bound by the terms hereof.

Article XI
General Savings Clause

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

agreement within sixty (60) days following the beginning of such negotiations the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article VI of this Agreement. The Arbitrator shall render decisions only on the specific issue submitted to him, and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no lockout provisions of Article IV shall not apply if either party fails to comply with the decision of the Arbitrator.

Article XII
Term, Termination and Renewal

The term of this Agreement is July 1, 2026, to June 30, 2030, and from year to year thereafter unless either the Union or the Associations give written notice received by the others not less than sixty (60) days prior to June 30, 2030, or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement. The parties may agree to extend this Agreement at any time by written mutual agreement.

Article XIII
Equal Employment Opportunity

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

B. If the Union is unable to refer applicants for employment to an Employer in sufficient number, or sufficient type, from the groups represented within the local area as may be necessary to enable the Employer to fully comply with minority or female hiring requirements imposed by its construction contract with any Federal, State or governmental body, commission or agency or to enable the Employer to fully comply with all Federal and State Laws, Presidential Executive Orders, regulations, rules, directives or orders which cover hiring and which are applicable to the Employer, the Employer may directly recruit from any source such number of minority or female applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance. As an exception to the dispatch procedures in Article III, the Union may dispatch workers who are not next in order, to aid the Employer in complying with government requirements.

C. The Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations

pursuant to any such Presidential Executive Order, Federal, State or local law; the Construction project number; and a copy of the compliance order.

Article XIV
Pre-Job Conference

A. It is agreed there will be a pre-job conference prior to the start of any job or project at the option of either party where the agreed or estimated cost is one million dollars ($1,000,000.00) or more.

B. If the Contractor is a member of a signatory Association, the pre-job conference will be arranged through the appropriate Association with the Building and Construction Trades Council or a Union having jurisdiction over the work in the area of the project.

C. The individual Contractor shall, upon request, advise the Union, in writing, of the names and addresses of all subcontractors employed or contracted with for services to be performed under this Agreement.

Article XV
Laborers' Foremen

A. The selection of the employee who will be the Laborer Foreman is at the sole discretion of the Contractor. Where the employees of the Contractor employed on the project are predominantly Laborers and performing Laborers' work, the employee selected by the Employer to be Foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The Laborer Foreman may work with the tools of the trade in accordance with the provisions of Paragraph C, Article VIII of this Agreement. As an exception to the dispatch procedures contained in Article III, the Union may dispatch workers requested by the Contractor as a Laborer Foreman, who are not next in order on the out of work list.

B. Only Laborer Foremen who normally work with the tools of the trade during straight time periods, in addition to the performance of Foreman duties, may work with the tools of the trade during overtime periods. The need for and the number of Laborer Foremen required for the performance of the work shall be determined in accordance with the provisions of Paragraph B, Article VIII of this Agreement. It is understood that in certain cases, by reason of custom and practice established by the parties hereto, a Foreman may be over the work and employees of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article VI of this Agreement on the basis of such custom and practice.

C. In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less than two dollars ($2.00) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.

D. Except in case of emergency, if any of the employees not covered by this Agreement as set forth in Paragraph A, Article II of this Agreement such as superintendents, assistant superintendents or master mechanics, shall act in the capacity of a Laborer Foreman or work with the Laborers' tools or at classifications in the Laborers' category, he shall be an employee under the jurisdiction of the Union.

Article XVI

Holidays, Payment of Wages, Meal Periods, Rest Periods (Breaks), & Heat Illness Preventative Recovery Period

A. Holidays

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

B. Payment of Wages

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

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

3. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. If the employee has previously authorized electronic payment of wages, payment of the final check may also be made by electronic deposit as long as it meets the time criteria specified in this Article. In the event these stipulations are not met, he shall receive waiting time as noted above.

4. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of

presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

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

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

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

C. Meal Period

Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half (1/2) hour meal period, they shall receive one-half (1/2) hour pay at the double time (2x) rate (excluding fringes), in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work more than three (3) hours after his regular shift, he will be entitled to a one-half (1/2) hour meal period at the end of the three (3) hours without loss of pay and an additional half (1/2) hour each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half (1/2) hour at the double time (2x) rate (excluding fringes). Meal periods may be staggered to meet job requirements. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday.

D. Breaks (Rest Periods)

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

If an individual Employer fails to permit an employee a rest period(s) in accordance with the applicable provisions of this Section, the individual Employer shall pay the employee one (1)

hour of pay at the employee's regular rate of compensation (excluding fringe benefits) for each work day that the rest period(s) was not permitted.

The parties to this Agreement recognize Industrial Wage Order 16 covering "On Site Construction, Mining, Drilling and Logging Industries." Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article VI, Procedures for Settlement of Grievances and Disputes of this Agreement." The grievance process of Article VI shall be the exclusive method for resolving all alleged violations on this Wage Order and the time limitations of Article VI shall apply.

Wherever the Wage Order refers to collective bargaining agreements, this Master Labor Agreement shall be deemed to satisfy all of the requirements for treatment as a qualified collective bargaining agreement.

E. Heat Illness Preventative Recovery Period

A heat illness preventative cool-down recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements.

F. 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 VI and as outlined in Appendix C 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.

G. 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 VI, Procedures for Settlement of Grievances and Disputes of this Agreement.

3. Grievances processed under Article VI 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 C shall be referred to as Statutory Disputes, and the procedures set forth in Appendix C shall be the sole and exclusive remedy.

Article XVII

Safety, Rest Periods, Parking, Drinking Water, Jobsite Transportation, Signing of Documents

A. Safety

The Unions shall cooperate with the individual Contractor in carrying out all of the individual Contractor's safety measures and practices for accident prevention, and employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. Employees will acknowledge, in writing, having been given the Contractors' safety measures and practices for accident prevention to satisfy OSHA or other Agency requirement. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite. All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

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

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

B. Rest Between Shifts

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

2. If employees do not receive the required eight (8) 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.

C. Parking

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

D. Drinking Water

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

E. Jobsite Transportation

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work," this transportation shall be equipped with seats and handrails.

F. Signing of Documents

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

Article XVIII
Working Rules for Laborers

The following working rules shall cover the employment of Laborers performing any work covered by the terms of this Agreement in the area of Southern California as described in Paragraph B, Article I, of this Agreement.

A. Shifts:

1. Eight (8) consecutive hours, exclusive of meal period, between 5:00 a.m. and 5:00 p.m., shall constitute a day's work. Forty (40) hours Monday 5:00 a.m. through Friday 5:00 p.m. shall constitute a week's work.

2. The starting time of single shifts shall be at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., Monday through Friday. Starting times may be changed to meet job requirements, including maximum utilization of daylight hours. Starting time may be staggered to meet job requirements, on concrete and paving operations, however no employee will be required to report at a later starting time as a means to avoid paying for a full shift. Twenty-four (24) hours prior written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime at the appropriate overtime rate for all time worked outside the regular constituted shift

3. All time worked before 5:00 a.m. and after 5:00 p.m., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and Holidays, shall be paid at the applicable overtime rate.

B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive working days, provided that the Union is notified in writing twenty-four (24)

hours in advance of the effective date of the starting of such multiple shift operations, provided however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Paragraph F Special Shifts.

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

2. When two (2) or three (3) shifts are worked, the first and second shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours of straight time shall be paid Monday through Friday and the third shift shall work seven (7) consecutive hours, exclusive of meal period for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for, after seven (7) hours worked or paid for, on the third shift, in one (1) day on Saturday, Sunday and Holidays shall be paid for at the appropriate overtime rate. In addition, all employees on the second and third shift shall receive $1.00 per hour premium pay.

3. Any time worked from Friday midnight to Sunday midnight, or on Holidays or in excess of the regular shift hours or hours paid for shall be paid at the appropriate Craft Overtime Rate, except as provided in Paragraph 4 of this Paragraph B.

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

C. 1. a. When so elected by the Contractor, a single shift starting at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m., of four (4) ten (10) hour days may be worked for eight (8) or more consecutive days, excluding Saturdays, Sundays and Holidays, provided the Union is notified in writing twenty four (24) hours in advance of the effective date of the starting of such shift. All employees working this shift shall work ten consecutive hours, exclusive of meal period, for which ten (10) hours of straight time shall be paid Monday through Friday. If a second ten (10) hour shift is worked, all employees on the second shift shall receive $1.00 per hour premium pay. All time worked before 5:00 a.m. or in excess of ten (10) hours in any one (1) day shall be paid for at the appropriate overtime rate. All hours worked in excess of forty (40) hours in any one week shall be paid at the appropriate overtime rate. Written notice shall be given to the Union in cases of deviation from the original starting time. In the event Monday or Friday is a holiday, the established shift may be switched to ensure a four (4) day work week for that work week only, so that a Monday-Thursday shift becomes a Tuesday-Friday shift, or vice versa.

b. An employee assigned to a 4 x 10 shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work shall receive pay for two (2) hours. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and holidays or the employee's

scheduled day(s) off. If work is provided they shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than ten (10) hours pay. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and holidays or the employee's scheduled day(s) off.

2. Four (4) ten (10) hour shifts may be worked under this Agreement only if the Carpenters, Cement Masons, Operating Engineers and Teamsters who have members working on the job or project for the Contractor agree to a four (4) ten (10) shift.

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

D. In the event, due to inclement weather or similar Act of God, or a situation beyond the Employer's control, it is not reasonably possible to complete forty (40) hours of work, on either an eight (8) hour day shift or ten (10) hour day shift, as outlined in Paragraphs A or C of this Article, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate, provided the Union is given written notice of Saturday straight time work prior to such work being performed. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay.

E. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above shift arrangements.

F. Special Shifts:

1. When the Contractor produces evidence in writing to the Union of a bona fide job requirement that work can only be performed outside or in addition to, the regular day shift due to safety conditions or other requirements, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and Holidays shall be paid for at the appropriate overtime rate. Employees working this special shift shall receive one dollar ($1.00) per hour premium pay in addition to their regular rate of pay. In addition, when the above conditions exist and it is necessary to begin a shift at 8 p.m. or later on a Sunday, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and Holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Employees working this special Sunday shift shall receive one dollar ($1.00) per hour in addition to his regular rate of pay.

2. If maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at a time designated by operations of the establishment, Monday through Friday. The employees on this shift will work eight consecutive hours exclusive of meal period for which they shall receive eight (8) hours pay at the straight time rate.

G. Tide Work Schedule:

The following provisions shall apply to employees on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable, regular straight- time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 7:00 am. and 5:00 p.m. shall be paid for at the applicable straight-time rate, and time in excess of eight (8) hours worked between 7:00 a.m. and 5:00 p.m., and any time worked before 7:00 a.m. or after 5:00 p.m. shall be paid for at the applicable overtime rate.

2. When employees are called out to work broken time or tide work on Saturdays, Sundays or Holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

H. Emergencies:

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

I. Subsistence

1. Subsistence shall be paid at the rate of one hundred dollars ($100.00) per scheduled workday for work bid on or after July 1, 2026, and the rate of forty-five dollars ($45.00) per scheduled workday for all work bid prior to July 1, 2026. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

2. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following offshore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

(a) Employees reporting at the embarkation point for travel to the above named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

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

J. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the

jobsite will not be compensated from the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

K. Workmen referred under Article III to the Contractor's job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility, without the proper documentation as set forth on INS I-9 Form, or who are not ready to go to work or who are not otherwise qualified in accordance with their written dispatch slip from the employment facility shall not be paid show-up time or subsistence. Grievances or disputes arising out of the interpretation or application of this particular paragraph shall be referred to the procedure for settlement of grievances and disputes.

L. Any time worked on Saturday, Sunday or Holidays outside of the shift hours provided in the Agreement shall be paid for on the basis of the actual hours worked at the Laborers' overtime rate, except that any workmen or employees reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate; any workmen or employees who report for work and for whom work is provided shall receive not less than four (4) hours' pay at the overtime rate; and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.

M. 1. Any workman or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting, unless (1) he has been notified before the end of his last preceding shift not to report; or (2) during a period of inclement weather, the Contractor has instructed the employee to call a designated job number provided to him for instructions concerning reporting to the job site and the employee has either failed to do so or the employee called and was instructed not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay; and if more than four (4) hours are worked in any one day, but less than six (6) hours, he shall receive not less than six (6) hours pay at the straight-time hourly rate and if an employee works more than six (6) hours but less than eight (8) hours, he shall receive not less than eight (8) hours pay at the straight-time hourly rate unless prevented from working for reasons beyond the control of the Contractor, including, but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workmen or employees are not required or requested to remain on the project by the Contractor or his agent. New employees on their first day of work shall be paid for their actual time worked.

2. On concrete coring and concrete sawing operations, only, any employee reporting for work and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report; and any workman or employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four (4) hours are worked in any one

(1) day, he shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall receive not less than eight (8) hours pay.

N. When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

(a) If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours' pay and subsistence at the applicable rate.

(b) In order to qualify for this two (2) hours' pay (and subsistence if applicable), the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay unless released sooner by the employer or his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

O. Flagmen shall be entitled to adequate relief for the use of toilet facilities.

P. The Contractor shall provide for the use of its employees any necessary safety helmets, goggles and/or hard hats where needed, and any other protective clothing required by CAL-OSHA or the Contractor. The Contractor shall be required to furnish goggles and/or hard hats where needed. When employees are required to work outside in the rain or snow, they shall be furnished rain coats, rain hats and boots. Employees working in or handling cement or concrete shall be furnished rubber boots and gloves. Employees required to work in mud, slush or water shall be furnished boots and other necessary waterproof clothing. The employee shall return all such clothing of the Contractor in the same condition as received, subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. The employee shall sign for receipt of such protective clothing and on signed authorization the reasonable value of such protective clothing may be deducted from the employee's paycheck. Upon return of the protective clothing, the employee shall be reimbursed in the amount of the deduction.

Article XIX
Wage Scales

The following hourly wage rates shall apply to the following classifications on all work covered by the terms of this Agreement:

A. Overtime Rates:

Time and one-half, except hours worked over twelve (12) in a single workday, Sundays and Holidays, which are double time (2x).

B. Watchmen:

Watchmen shall work eight (8) consecutive hours per day, exclusive of lunch period, and forty (40) hours per week, Monday through Sunday, at straight-time rates, provided they receive their two-day rest period consecutively. Watchmen shall receive time and one-half for all time worked in excess of eight (8) hours per day and for the sixth consecutive day worked, and double

time (2x) for hours worked over twelve (12) in a single workday and on the seventh consecutive day worked. Watchmen shall also receive time and one-half for Holidays, except where a Holiday falls on the seventh consecutive day worked, which shall be double time (2x). This provision shall be applicable to persons whose principal function is to tend patrol dogs at the jobsite but shall not include services exclusively of delivery and retrieval of the dogs.

C. Health and Welfare:

1. Contractors covered by the terms of this Agreement agree to pay to the Laborer's Health and Welfare Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for all hours worked by or paid to employees who perform any work during the month covered by this Agreement.

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

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

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

5. The Laborers' Health and Welfare Trust Fund for Southern California shall, at all times be maintained by its Trustees in compliance with all applicable provisions of the Affordable Care Act and other laws and, in particular, shall satisfy the conditions needed to ensure that the Employers are eligible for and protected by the "multiemployer arrangement pass-through" exemption from penalties under section 4980H for employees on whom contributions are made pursuant to this Agreement and any related participation agreement the Employers may execute providing benefit coverage for non-jobsite employees and/or supervisory personnel.

D. Pension:

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Pension Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for all hours worked by or paid to employees who perform any work during the month covered by this Agreement.

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

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

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

E. Annuity

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers Annuity Plan for Southern California the sum designated in Attachment #1 of this Agreement for all hours worked by or paid to employees who perform any work during the month covered by this Agreement.

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

F. Vacation, Holiday and Sick Pay Trust:

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Vacation, Holiday and Sick Pay Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for all hours worked by or paid to employees who perform any work during the month covered by this Agreement.

2. Such contributions (including any amounts designated for supplemental dues or other deduction) shall be a part of the wages due to the employees subject to withholding tax and social security and unemployment taxes as a part of the total compensation payable at the end of the individual employer's payroll period during which such work is performed or paid for.

Such contributions deducted from the wages of employees shall be held in trust by the Contractor, and turned over to the Construction Laborers' Vacation, Holiday and Sick Pay Trust Fund for Southern California, at the time and in the manner set forth in this Agreement, the Trust Agreement and regulations of the Construction Laborers' Vacation, Holiday and Sick Pay Trust Fund for Southern California.

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

G. Training and Retraining:

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Training and Retraining Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for all hours worked by or paid to employees who perform any work during the month covered by this Agreement.

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

H. The collective bargaining parties direct the Trustees of the Laborers' Health and Welfare Trust and the Construction Laborers' Pension Trust for Southern California to adopt procedures which will permit a retiree to authorize the Pension Trust to deduct lawfully from his pension benefits and to remit to the Health and Welfare Trust the amount of the retiree's contribution to the Health and Welfare Trust should a retiree contribution be required by the Health and Welfare Trustees.

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

J. Foreman:

Laborer Foremen employed in accordance with Article XV of this Agreement shall be paid not less than two dollars ($2.00) per hour more than the hourly wage rate of the highest paid Laborer over which they have leadership on their regular crew. In the event the Contractor, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid

not less than two dollars ($2.00) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.

K. Laborers' Hourly Wage Scales

Effective July 1, 2026, $3.56 an hour allocated as follows*:

Wage: $2.72

Health & Welfare: $0.30

Pension: $0.35

Contract Administration Fund: $0.01

Vacation (Supp Dues): $0.18 to Vacation Trust for work in Southern California except for San Diego County Building Construction, where the $0.18 is allocated to Annuity Pension Trust for all Building Construction work.

Based upon the above allocation, the following Wage Schedule and the Fringe Benefit Schedule in Attachment #1 become effective July 1, 2026:

Classification				
GROUP I	7/1/26	7/1/27	7/1/28	7/1/29
	$49.20	**$3.66	**$3.76	**$4.01
Boring Machine Helper (outside)				
Cleaning and Handling of Panel Forms				
Concrete Screeding for Rough Strike-Off				
Concrete, Water Curing				
Certified Confined Space Laborer				
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber				
Fiberoptic Installation, Blowing, Splicing, Testing and related work				
Fire Watcher, Limbers, Brush Loaders, Pliers and Debris Handlers				
Flagman				
Gas, Oil and/or Water Pipeline Laborer				
Laborer, Asphalt-Rubber Material Loader				
Laborer, General or Construction				
Laborer, General Cleanup				
Laborer, Landscaping				
Laborer, Jetting				
Laborer, Refinery: all Laborers work in refineries, including but not limited to General Laborers				

work, firewatch, bottle watch, hole watch, Safety Attendant, fire blanket, weather protection, hydroblasting, distribution of drinking water, all demolition, emergency spill cleanup, flagging and traffic control, erosion control and silt fence, concrete work, cleanup and janitorial cleanup, and catch fence.

Laborer, Temporary Water and Air Lines
Metal Locker Installation and related work
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching;
Post Hole Digger (manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tarman and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method (including assisting in the moving and installation of construction signs, barriers barricade, delineators, cones, etc.)
Water Truck – Two-Axle ($1.00 over Group 1 wage scale; see Appendix D for Fringe Benefit Rates) $50.20
Water Well Drill Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

Classification
GROUP II

	7/1/26	7/1/27	7/1/28	7/1/29
	$49.75	**$3.66	**$3.76	**$4.01

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender

Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer - Impervious Membrane and Form Oiler
Cutting Torch Operator
Fine Grader, Highways and Street Paving, Airport Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper
Pot Tender and Form Man
Guinea Chaser
Headerboard Man - Asphalt
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)
Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator,
Pittsburgh Chipper and similar type Brush Shredders
Underground Laborers, including Caisson Bellower

Classification
GROUP III

7/1/26	7/1/27	7/1/28	7/1/29
$50.30	**$3.66	**$3.76	**$4.01

Asphalt, Installation of all fabrics
Buggymobile Man
Compactor (all types including Tamper, Barko, Wacker)
Concrete Cutting Torch
Concrete Pile Cutter
Driller, Jackhammer, 2-1/2 feet drill steel or longer

Dri Pak-it Machine
Fence Erector
Gas, Oil and/or Water Pipeline Wrapper - 6" Pipe and over by any method, inside and out
Guardrail Installer
Hydro Seeder and Similar Type
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing)
Material Hoseman (Walls, Slabs, Floors and-Decks)
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers' work
Pipelayer's Backup Man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

Classification
GROUP IV

7/1/26	7/1/27	7/1/28	7/1/29
$51.85	**$3.66	**$3.76	**4.01

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman and Asphalt Spreader Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings) Grinder or Sander

Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
Head Rock Slinger
High Scaler (including drilling of same)
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds or over
Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Porta Shot - Blast, Water Blasting
Subsurface Imaging Laborer, including but not limited to the operation of ground and surface penetrating radar, video/CCTV pipe inspection equipment, and radiographic equipment; all subsurface imaging and mapping
Traffic Lane Closure, Certified

Classification
GROUP V

7/1/26	7/1/27	7/1/28	7/1/29
$52.20	**$3.66	**$3.76	**$4.01

Blasters Powderman - All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing

Driller: All power drills, excluding Jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power

Toxic Waste Removal

Welding, certified or otherwise, in connection with Laborers' Work

Classification
Watchman

7/1/26	7/1/27	7/1/28	7/1/29
$47.21	**$3.66	**$3.76	**$4.01

Residential Work (See Appendix A for definition)

Residential Wage Rates

	7/1/26
Cleanup, Landscaping, Fencing (Chain Link and Wood).	$47.72
All other work on residential projects as described in MLA	$48.72

Residential Fringe Benefit Contribution Rates

	7/1/26
Health & Welfare	$9.85
Vacation*	$4.30
Pension	$6.86
Annuity Fund	$3.50**
Training & Retraining	$0.80
Laborers Trusts' Administrative Trust Fund	$0.06
Contract Administration Fund	$0.01

* Includes Supplemental Dues Contribution

** Building Construction Work (Residential) in San Diego County:

Annuity for Group 1: $1.72
Annuity for Group 2: $1.93
Annuity for Group 3: $2.24
Annuity for Group 4: $2.17
Annuity for Group 5: $1.34

FUTURE INCREASES EXCEPT BUILDING CONSTRUCTION IN SAN DIEGO COUNTY***

7/1/27:	$3.66 per hour
7/1/28:	$3.76 per hour
7/1/29:	$4.01 per hour

FUTURE INCREASES FOR BUILDING CONSTRUCTION IN SAN DIEGO COUNTY***

July 1, 2027: $3.66

July 1, 2028:

Group I: $3.76 +$0.89 = $4.65
Group II: $3.76 +$0.79 = $4.55
Group III: $3.76 +$0.63 = $4.39
Group IV: $3.76 +$0.67 =$4.43
Group V: $3.76 +$1.08 = $4.84

July 1, 2029:

Group I: $4.01 +$0.89 = $4.90
Group II: $4.01+$0.78 = $4.79
Group III: $4.01+$0.63 = $4.64
Group IV: $4.01+$0.66 = $4.67
Group V: $4.01+$1.08 = $5.09

*** Upon written notice to the Associations at least sixty (60) days prior to July 1 of any year, the Union may allocate all or a portion of the future increases to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension (including Annuity); (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.

Article XX
Fund for Construction Industry Advancement

A. The Parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of modes and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors the individual employer will contribute the sum of twelve cents ($0.12) per hour for all hours worked by or paid to employees who perform any work during the month covered by this Agreement to the Fund for Construction Industry Advancement, an employer established and administered Trust formed and created for this purpose and the individual employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the Fund for Construction Industry Advancement, and

further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

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

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

Article XXI
Contract Administration Fund

A. A trust fund entitled "The Contract Administration Trust Fund for Southern California" shall be used only to provide compensation to the Contractors for negotiations and administration of the provisions of this Agreement, including Article VI, for the Industry. Individual Employers shall contribute into the Contract Administration Trust Fund ten cents ($0.10) per hour for all hours worked by or paid to employees who perform any work during the month covered by this Agreement, and an additional three cents ($0.03) per hour shall be allocated by the Trustees during the life of this Agreement (the sum of $0.01 each July 1 during the term of the Agreement). The Trust Fund shall be administered solely by Trustees selected by the Contractors in accordance with a trust agreement to be executed by the Contractors. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

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

Article XXII
Center For Contract Compliance Trust Fund

1. Contractors covered by the terms of this Agreement agree to pay to the Center for Contract Compliance Trust Fund effective July 1, 2026, the sum of thirty cents ($0.30) per hour for all hours worked by or paid to employees who perform any work during the month covered by this Agreement.

2. Contractors covered by the terms of this Agreement agree to be bound by all the terms and conditions of the Agreement and Declaration of Trust as they may be constituted in its original form and insofar as it may be amended

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

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

Article XXIII
Laborers Trusts' Administrative Trust Fund

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Trusts Administrative Trust Fund for Southern California effective July 1, 2026, the sum of six cents ($0.06) for all hours worked by or paid to employees who perform any work during the month covered by this Agreement.

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

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

Article XXIV
Rebuild So Cal Partnership Industry Advancement Fund

1. There is established the Rebuild So Cal Partnership Industry Advancement Fund, which is a Labor Management Industry Advancement Fund established to protect and expand the

interests of transportation and other infrastructure construction, expand public awareness of the need for transportation and other infrastructure, and address growth and development issues related to the construction industry in Southern California. Contractors covered by the terms of this Agreement agree to pay to the Partnership for Jobs Industry Advancement Fund, the sum of $0.10 for all hours worked by or paid to employees who perform any work during the month covered by this Agreement.

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

3. The $.10 contribution to the Rebuild So Cal Partnership Industry Advancement Fund includes an allocation of $.05 by the Union from the July 1, 2014 increase under the Agreement then in effect, as well as the sum of $.05 added to the previously agreed upon July 1, 2014 increase under the Agreement then in effect. The Union reserves the right upon sixty (60) days written notice to the Associations to reallocate some or the all this $.05 to wages or to any other Trust Fund to which contributions are made under this Agreement. In the event the Union reallocates some or all of its $.05 allocation, the Associations shall have the right to reduce or cease the remaining contribution of $.05 to the Rebuild So Cal Partnership Industry Advancement Fund, under which circumstances this Agreement will be amended to reflect such reduction.

Article XXV
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.

B. The Contractor must submit their monthly report forms and with full contributions so that the Trusts receive them by the 15th of the month following the month in which the hours were worked or paid. Contributions shall be deemed delinquent and the Contractor liable for liquidated damages and interest if not paid by the 20th of the month following the month in which the hours were worked or paid, unless these dates are changed by the action of 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 Joint Delinquency Committee of the Trust Funds may grant exemptions to this requirement if a Contractor shows that it does not have the technology to accommodate project reporting. 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.

C. Immediately upon a Contractor becoming delinquent, the Contractor shall refile its last report by project, including all of the information in Section B (a) and (b) above, and shall continue project reporting in this manner thereafter, unless otherwise determined by the Trust Funds' Joint Delinquency Committee.

D. 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.

E. 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.

F. The term "Contractor" for delinquency purposes only, shall include all entities in which the Contractor shares at least ten percent (10%) common ownership, and operates as a contractor in the construction industry in California.

G. In the event the Contractor subcontracts to a subcontractor that is not on the delinquency list at the time the subcontract is entered into, but becomes delinquent thereafter to the Trust Funds, the Trust Office or Union shall provide written notification to the Contractor of any delinquency of the subcontractor. The Contractor shall be liable for fringe benefit contributions of the subcontractor (including interest and liquidated damages) for all work on the Contractor's job, from a date not 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 or Union'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.

H. 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.

I. 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.

J. 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.

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

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

M. 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 seven (7) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement, including the records described in Section J, above. The Contractor shall make available such records for audit by the Trust Funds representative upon written request. The Contractor and the Union agree that such audits are expensive and time consuming for the Trust Funds and the

Contractor, but the Trust Funds otherwise have no way of knowing the full extent of the Contractor's obligations, since the records showing the related employment are in the possession and control of the Contractor. In order to minimize the need for a frequency of such audits, the Contractor agrees that the Trustees and the Union place trust and confidence in the Contractor to report and pay contributions properly.

N. 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.

O. 1. 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 thirty-six (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.

2. Effective July 1, 2026 all new contractors that become signatory to, or bound by, this Agreement may be required by the Union to furnish a Fringe Benefit Payment Bond, letter

of credit or similar security in such form as may be approved by the Board of Trustees of the various trust funds as follows:

Number of Employees	Face Amount
1-12	$100,000
13-50	$250,000
51 or more	$500,000

a. If a contractor is deemed to have been in good standing, and signatory to this Agreement, for a preceding period of thirty-six (36) months by the Trust Funds, no bond will be required.

b. The Union and Trust Funds reserve the right to demand a bond, or to update the bond amount due to failure by a contractor to cure a delinquency within sixty (60) days of notice to the contractor. A good faith dispute over an audit amount shall not be the basis for requirement of a bond.

c. The Bonds (or other suitable security) shall be in favor of the Trust Funds (or whomsoever the Board of Trustees shall designate) referred to in this Agreement. In the event a Contractor fails to furnish a Fringe Benefit Payment Bond (or other suitable security) within ten (10) days after requested, in accordance with the above procedure, the Union shall be relieved of all obligations under this Agreement in regard to the Contractor and the Union shall have immediate cause and the right to terminate the Agreement with the Contractor, in its sole discretion. The Trust Funds shall be directed to use reasonable efforts to collect delinquencies from Bonds in addition to other sources of payment.

d. In the event that the Trust collects money from a Contractor under this Agreement for the past due contributions of a subcontractor, the Trust Funds shall continue to make reasonable efforts to collect on any Bond, or other security and based upon the outcome of collection efforts against such bond, or other security, an appropriate portion of the amount collected from a General Contractor shall be returned, at the discretion of the Trustees.

e. The Union shall have the authority to waive the bond in cases where a contractor is able to demonstrate a positive financial history, adequate reserves, or in cases where subcontractor coverage is deemed insufficient by the Union.

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

(a) Failure to submit trust report forms 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 breakdowns.

(i) Failure to submit project report forms unless granted an exemption by the Joint Delinquency Committee of the Trust Funds.

Q. The Contractor is obligated to report and pay contributions to the Trust Funds for each hour worked or paid for all work covered by this Agreement. Employees who perform any work covered by this Agreement in a particular reporting month are entitled to contributions based on all hours worked or paid for in that month, including hours of work not covered by this Agreement, and pay for hours not worked, unless such hours worked or paid are expressly excluded from the obligation to contribute by this Agreement by a separate, written Agreement. The Contractor shall maintain records to distinguish hours worked or paid which are excepted from this requirement.

1. Any Non-Jobsite Agreement executed by a Contractor shall apply only to persons who do not perform any work covered by any collective bargaining agreements with the Union in a particular reporting month.

2. As to owners, partners, sole proprietors, and employees who work part of their time performing work not covered by this Agreement and part of their time performing work covered this Agreement in the same reporting month, the following shall apply:

(a) The Contractor shall make contributions on the greater of 172 hours or the total actual hours worked that month (combining covered and non-covered work).

(b) The act of reporting an employee to the Trust Funds as having performed covered work in a particular month may be considered as an irrebuttable presumption that such employee did perform covered work in that month, and contributions shall be required for that employee as set forth in this Agreement.

(c) The rate of contributions for employees who work part of their time performing work not covered by this Agreement and part of their time performing work covered by this Agreement in the same reporting month shall be the regular rate as to each Trust Fund established in this Agreement. Contractors may not contribute at any lower rate provided for in a specialty agreement, side-letter, or memorandum of understanding, unless such specialty

agreement, side-letter, or memorandum of understanding expressly states that an employee performing covered and non-covered work may report at a lower contribution rate.

R. In the event that the collection of employer benefit contributions are not sufficient to cover all delinquent obligations required by this Agreement, sums collected shall be distributed in the following order of priority:

a. Vacation, Holiday and Sick Pay Trust (including supplemental dues);

b. Health and Welfare Trust

c. Pension Annuity Trust

d. Pension Defined Benefit Plan

e. Training and Retraining Trust

f. Center for Contract Compliance

g. Other Trust Funds in this Agreement on a pro-rata basis

S. 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 XXVI

Public Works Project Davis-Bacon Act and Related Statutes

In the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, 3, 5 and 7, and which determinations are published in The Federal Register), or by the Director of the California Division of Industrial Relations, or a County, City or other public entity and the established prevailing base wage rate, including vacation contributions, is lower by no more than fifteen (15%) percent of the Master Labor Agreement hourly base wage rate including vacation contributions (and excluding other fringe benefits) the published hourly wage rate, including vacation contributions, at the time of bid shall apply to the job or project for the duration of the job or project but in no event to exceed an eighteen (18) month period. If the base wage rate, including vacation contributions, is more than fifteen (15%) percent lower than the Master Labor Agreement hourly base wage rate, including vacation contributions (and

excluding other fringe benefits), the Master Labor Agreement wage rate, including vacation contributions, at the time of bid, less 15%, shall apply to the job or project for the duration of the job or project but in no event to exceed an eighteen (18) month period.

In the event the job or project extends beyond eighteen (18) months, the wage rates, including vacation contributions, shall be increased to the rates in the then current Master Labor Agreement, unless otherwise agreed to in writing by the Contractor and the Union.

Should the predetermined wage rate and the Master Labor Agreement rate be the same, the Master Labor Agreement rate in effect at the time the work is performed shall apply.

At all times the full fringe benefits rates under this Agreement shall apply.

Article XXVII
Laborer Joint Apprenticeship Committee

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

B. A qualified Employer shall employ one (1) Apprentice for the first five (5) Journeymen (although the Apprentice may be the second Laborer on the job), and one (1) Apprentice thereafter for each five (5) additional Journeymen on the job. Notwithstanding the above stated mandatory ratio, a qualified Employer may employ one (1) apprentice for the first four (4) Journeymen, (although the Apprentice may be the second Laborer on the job) and one (1) apprentice thereafter for each four (4) Journeymen on the job. No Apprentice may work without a Journeymen Laborer on the job.

C. The Contractor will make an effort to keep Apprentices reasonably employed regardless of period status or advancement to a higher period of pay.

D. The Local Union, through the Joint Apprenticeship Committee, shall dispatch Apprentices to the Contractors.

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

F. The parties have agreed to the following:

1. Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Apprenticeship Standards of the Joint Apprenticeship Committee, which is based on the following percentages of the Group V Journeyman rate of $52.20:

1st Period	Five Months*	600 OJT hours	50 RSI	50%	$26.10
2nd Period	Five Months*	600 OJT hours	50 RSI	55%	$28.71
3rd Period	Five Months*	700 OJT hours	50 RSI	60%	$31.32
4th Period	Five Months*	700 OJT hours	50 RSI	70%	$36.54
5th Period	Five Months*	700 OJT hours	50 RSI	80%	$41.76
6th Period	Five Months*	700 OJT hours	54 RSI	85%	$44.37

*Apprentices must complete all on the job training and related supplemental instruction to advance to the next period. Apprentices shall receive the appropriate percentage of any increase to the journeyman wage during the term of this Agreement.

2. The Contractor shall pay to the Laborers Trust Funds the sum designated below for each hour worked or paid for on all Apprentices.

Trust Fund contributions for Apprentices*:

Health & Welfare (70%)	$6.90
Pension (20%)	$1.88
Vacation/Supp. Dues. (70%)	$3.64
Annuity Fund (100%)	$3.50
Training and Retraining (100%)	$0.80
C.C.C. (100%)	$0.30
Industry Fund (100%)	$0.12
Laborers Trusts' Administrative Trust Fund (100%)	$0.06
Contract Administration Fund (100%)	$0.10
Rebuild So Cal Partnership f Industry Advancement Fund (100%)	$0.10

* Apprentices shall receive the appropriate percentage of any increase to the journeyman fringe benefit rate during the term of this Agreement.

** All apprentices registered in San Diego County prior to July 1, 2026, and who performed work under the 2022-2026 Laborers San Diego Master Labor Agreements, shall be grandfathered at their current plan of benefits under the Health & Welfare Trust, subject to any modification by the Health & Welfare Trust.

Grandfathered apprentices may not change to a more costly plan of benefits than the one they participated in as of July 1, 2026.

Article XXVIII
Drug and Alcohol Abuse Prevention Programs

The parties recognize the problems which drug and alcohol abuse have created within the construction industry and have reached formal agreement on a Memorandum of Understanding on Drug Abuse Prevention and Detection. Any testing program implemented by an individual employer must conform to the provisions of the Memorandum of Understanding agreed upon by the parties.

The parties have agreed to a Memorandum of Understanding on Drug Screening.

IT IS AGREED by the parties hereto that all matters of wages, hours, and conditions, whether or not specifically set forth in this Agreement, are closed for the term of the Agreement.

United Contractors

By:

9-8-26
Date

Southern California District Council of Laborers

By: Jon P. Preciado, Business Manager

09/11/2026
Date

Associated General Contractors of California, Inc

By:

9/10/2026
Date

Southern California District Council of Laborers

By: Pedro Santillan, Secretary-Treasurer

09/10/2026
Date

Southern California Contractors Association, Inc.

By:

Sept. 4, 2026
Date

Southern California District Council of Laborers

By: Sergio Rascon, President

9/10/26
Date

Appendix A

Residential Work

The provisions of the Master Labor Agreement apply except as modified by this Appendix A.

A. Definition:

1. Residential work is defined as all Laborers' work on wood or metal frame construction of single family residences, apartments and condominiums. This residential work shall not include projects that exceed three stories over a garage level; any utility work, such as telephone, gas, water, sewer, and other utilities; or any work outside property lines, including curbs, gutters, and sidewalks.

2. This residential work shall include all rough grading work at the job site behind the existing public right-of-way, at the time of commencement of said work. It shall not include any fine grading work, utility work, or paving work in the future street and public right-of-way.

B. Application: The Contractor may pay to its employees the rate for residential work, but only on residential work. Any work that is not residential work or is excluded from residential work as defined in paragraph A, shall be paid at the construction rate.

C. Enforcement: For purposes of this Appendix A and not withstanding any other steps in the grievance procedure of this Agreement a claimed violation of this Article shall be handled in the following manner:

1. Within twenty-four (24) hours of a request by the Union to the Contractor and to the Associations, a representative of the Union and a representative of the Associations shall meet on the job and review with the Contractor the work in question or the Contractor's bid, or both, to determine whether the Contractor has bid the job or a portion of the job, or has permitted any work to be performed on the job under residential rates where the work in question was not residential. If the Contractor refuses to participate or to furnish its bid, it shall be presumed that a deliberate, major violation of this Article occurred.

2. If the Union and Association representatives find a violation of this Article, or less than construction rates were paid at a time when the Contractor did not have an Agreement with the Union to pay less than construction rates, the representatives shall issue a written award in the following language:

"(Name of Contractor) is hereby found to be performing non-residential work, for which the Contractor has paid or proposes to pay residential rates. The remedy for this violation is an injunction against further work on the job known as (describe job) except at the construction overtime rate (as liquidated damages). This injunction shall be enforceable by a court injunction, and the plaintiff shall be entitled to its attorneys' fees and cost."

The Union and the Association representatives shall thereafter examine the Contractor's books and records and make an award of damages, with the overtime portion of the award being paid to the Union as its damages.

3. If the Union and Association representatives find, or if it is found by any other arbitrator that the payment of less than construction rates by the Contractor for other than residential work was not inadvertent and minor, the Contractor shall lose the benefit of the residential rate of this Agreement for one year from the finding of a violation. The burden of showing that the violation was inadvertent and minor is on the Contractor. If there is a finding of a second violation, the Contractor shall lose the benefit of the residential rate for the remainder of the Agreement.

4. If the Union and Association representatives cannot agree, the dispute shall proceed through the normal grievance procedure of this Agreement or the Short Form Agreement (whichever is applicable to the Contractor), and the award shall be as set forth in Paragraph 2.

D. If the Union finds that the enforcement of this clause is not succeeding, the Union may reopen the Agreement for the purpose of amending this Paragraph, and if no agreement is reached within fifteen (15) days on more stringent enforcement, the dispute shall be submitted to arbitration for the sole purpose of adopting language that is more stringent and easier to enforce.

E. Assignment Provisions: The Contractor may assign up to nine (9) Laborers, including the Foremen, per project from an area of a Local Union covered by this Agreement that is outside the geographic jurisdiction of the Local Union where the project is located. After the assignment of no more than nine (9) Laborers, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may assign one (1) additional out-of-area Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be assigned from one area to another area (this restriction shall not apply to the foremen). The Contractor must provide written notification to the Local Union having geographical jurisdiction over the project within fifteen (15) days of the out-of-area employees beginning work. For the assignment of additional out-of-area Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional assignment of out-of-area employees shall only be made by mutual consent. Any dispute arising under this Section E shall be referred to the District Council prior to the Local Union filing a grievance or taking any action to prevent out of area workers from working on the project. The time for filing a grievance and any liability for a violation under this Section shall be tolled while the District Council is attempting to resolve the dispute.

Appendix B

Paid Sick Leave

The parties hereto agree to the fullest extent permitted, the Master Agreement shall operate to waive any and all provisions of the Healthy Workplace Healthy Family Act of 2014, effective January 1, 2015 (California Paid Sick Leave Law), and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Master Agreement. The parties further agree that to the fullest extent, this Master Agreement shall operate to waive the provisions of any federal, city, county or local paid leave.

Appendix C

Grievance of Disputes

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

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

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

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the collective bargaining agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an

expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the Parties that this grievance procedure provide a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

A. Arbitration of Employment Related Claims.

Any dispute, complaint or grievance alleging a violation of the Master Labor Agreement shall be processed through the Procedure for Settlement of Grievances 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 VI. 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 Grievances 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 C. 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 C 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 C shall not apply to claims before the National Labor Relations Board, the Equal Employment Opportunity Commission, the California Civil Rights Department, or 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 of 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, 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 C to the Agreement and not in a court of law. The agreement to arbitrate such claims shall also include those claims asserted against any of the Employer's employees, officers or owners, or parent, subsidiary, or related entities. The agreement to arbitrate claims does not include disputes that are subject to pre-dispute arbitration agreements under the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (at the election of the Employee).

Pursuant to California Labor Code Section 2699.6, the Parties expressly and unambiguously waive the requirements of provisions of the California Private Attorneys General Act, Labor Code Section 2698, *et seq*. (PAGA), and agree that none of the provisions of PAGA shall 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 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 C and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.

This Appendix C 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 C 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 C 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, collective 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 C, 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 any other agreement(s) between the Union and a Contractor or the Contractors.

The Parties agree to review this Appendix C on a regular basis and, as the law evolves, to engage in good faith discussions to consider modifications to maintain its effectiveness.

Appendix D

WATER TRUCK – TWO-AXLE

EFFECTIVE	7/1/26	7/1/27***	7/1/28***	7/1/29***
Laborers' Health and Welfare Fund for Southern California	$9.85			
Construction Laborers' Pension Fund for Southern California	$9.42			
Construction Laborers' Vacation Fund for Southern California	$5.20*			
Pension Annuity Fund	$3.71**			
Laborers' Training and Retraining Fund for Southern California	$3.02			
Fund for Construction Industry Advancement	$0.12			
Center for Contract Compliance Trust Fund	$0.30			
Contract Administration Fund	$0.10			
Laborers Trusts' Administrative Trust Fund	$0.06			
Rebuild So Cal Partnership Industry Advancement Fund	$0.10			
TOTAL:	$31.88			

* Includes Supplemental Dues contribution

** Building Construction Work in San Diego County, 7/01/26:

Annuity for Group 1: $1.72
Annuity for Group 2: $1.93
Annuity for Group 3: $2.24
Annuity for Group 4: $2.17
Annuity for Group 5: $1.34

***** FUTURE INCREASES**

7/1/27	To be determined and approved by the Associations and the Union.
7/1/28	To be determined and approved by the Associations and the Union.
7/1/29	To be determined and approved by the Associations and the Union.

Appendix E

San Diego County

The following provisions apply to San Diego County only:

1. Article I, Section F (Coverage):

Subsection 3 shall read:

3. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, including catch basin structures and drain inlets, curb forms and planks, cutting, scoring and sawing of new concrete, plugging, filling Shee-Bolt holes, dry packing concrete and EMBECO; tending material hose on slabs, floors and decks, tending mixer truck-chute on slabs, floors and decks; bush hammering; patching and sacking, rodding tamping, bid well and similar type rodding machines; bull floating; sandblasting, water blasting, BB blasting, mixing, handling, shoveling, rough-strike off of concrete, cement masonry and finishing, cellular cement masonry, concrete that may be hand worked by any method or means, conveying, pouring, handling of the chute from readymix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzlemen, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface; and Laborers work in connection with all painting, coloring, staining, coating or adding a color by any means to concrete slabs, concrete structures, bridges, highway dividers, walls, concrete block, brick, application not limited to hand or machine spraying. Troweling Machine Operator; Curb and Gutter Machine Operator, Clary and similar type Screed; Grinding Machine Operator; Scoring Machine Operator. All Laborers work associated with concrete polishing and pervious concrete.

Add the following Subsections:

27. Final cleanup performed after all new construction work after a section or phase of the project is completed.
28. Installation of gas and water meters (excluding electrical devices).
29. Asphalt Plants: Work performed at the Employers asphalt plants shall be covered under the terms of this Agreement.
30. Distribution of drinking water on the jobsite.

2. Article XVIII (Working Rules for Laborers):

Add Section A. 4:

4. A special starting time of an eight (8) hour shift beginning not later than 3:00 p.m. may be established by the Employer for the field lubrication or repair of equipment.

Add the following to Section B. 1:
Where the Employer performs field lubrication or repair on equipment outside of the regular single shift operation, employees performing such work shall be considered working on a multiple shifts basis and receive eight (8) hours pay for eight (8) hours worked at straight time pay, Monday through Friday. Maintenance and service shift may begin up to one (1) hour before end of shift. All time worked or hours paid for after eight (8) hours worked or paid for in any one day or Saturday, Sunday and Holidays, shall be paid for at the appropriate overtime rate.

3. Article XV (Classifications)

Add the following classification to Section K:

Group I
Cleaning and Handling, Oiling and Blowing of Panel Forms and lumber
Expansion Joint Caulking by any method (including preparation and clean-up)
Environmental Remediation, Monitoring Well, toxic waste, and geotechnical drill helper)
Filling of cracks on any surface

Group II
Grout Man (including forming, pouring, handling,
mixing, finishing and cleanup of all types of grout)
Irrigation Laborer

Group III
Bushing Hammer

ATTACHMENT #1

CONTRIBUTION PAYABLE TO TRUST FUNDS

EFFECTIVE	7/1/26	7/1/27**	7/1/28**	7/1/29**
Laborers' Health and Welfare Fund for Southern California	$9.85			
Construction Laborers' Pension Fund for Southern California	$9.42			
Construction Laborers' Vacation Fund for Southern California	$5.20*			
Annuity Fund	$3.50**			
Laborers' Training and Retraining Fund for Southern California	$0.80			
Fund for Construction Industry Advancement	$0.12			
Center for Contract Compliance Trust Fund	$0.30			
Contract Administration Fund	$0.10			
Laborers Trusts' Administrative Trust Fund	$0.06			
Partnership for Jobs Industry Advancement Fund	$0.10			
TOTAL:	$29.45			

* Includes Supplemental Dues contribution

** Building Construction Work in San Diego County, 7/01/26:

Annuity for Group 1: $1.72
Annuity for Group 2: $1.93
Annuity for Group 3: $2.24
Annuity for Group 4: $2.17
Annuity for Group 5: $1.34

FUTURE INCREASES***
7/1/27: $3.66 per hour
7/1/28: $3.76 per hour
7/1/29: $4.01 per hour

Future Increases for Building Construction Work in San Diego County***

July 1, 2027: $3.66

July 1, 2028:

Group I: $3.76 +$0.89 = $4.65
Group II: $3.76 +$0.79 = $4.55
Group III: $3.76 +$0.63 = $4.39
Group IV: $3.76 +$0.67 =$4.43
Group V: $3.76 +$1.08 = $4.84

July 1, 2029:

Group I: $4.01 +$0.89 = $4.90
Group II: $4.01+$0.78 = $4.79
Group III: $4.01+$0.63 = $4.64
Group IV: $4.01+$0.66 = $4.67
Group V: $4.01+$1.08 = $5.09

***To be allocated by the Union to (1) Hourly wage rate; (2) Health & Welfare; (3) Pension (including Annuity); (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.