

2022-2027

**UMIC, INC., INDUSTRIAL CONTRACTORSLABORERS' MASTER AGREEMENT
FOR NORTHERN CALIFORNIA**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this _____ day of _____ 2022 extends the current Laborers' Master Agreement by and between the Union, the Northern California District Council of Laborers, of the Laborers' International Union of North America, and the Employer, UMIC, Inc., Industrial Contractors ("UMIC"), and its Individual Employers, through June 30, 2027 and provides the following modifications to the terms and conditions of the 2022-2027 UMIC, Inc., Industrial Contractors /Laborers' Master Agreement:

1. Term of Agreement

The parties agree to a four (4) year extension through June 30, 2027 and modify the language throughout the Agreement and in Section 32 (Effective and Termination Date) as follows:

This Agreement shall be effective as of the 1st day of July ~~2018~~ **2022**, and remain in effect without reopening for any purpose until the 30th day of June ~~2023~~ **2027**, and shall continue from year to year thereafter, unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change the wages, hours and working conditions hereof not more than ninety (90) and not less than sixty (60) days prior to June 30 of any succeeding year.

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

It is agreed that in the event either party should exercise its rights under the paragraph first above set out, they will for a period of sixty (60) days prior to the 30th day of June, ~~2023~~ **2027**, or June 30th of any succeeding year bargain with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

2. Section 1B – Coverage and Description of Laborers' Work

The parties agree to the following additions, deletions, and modifications to Section 1B:

ADD: *Cleaning of illegal encampments to description of work*

Section 1 General Provisions

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

All Laborers' work necessary to tend the carpenters and other building trades craftsmen, stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance, repair), installation of all track, including the third rail, all cleanup of debris, grounds and buildings, graffiti abatement, steam cleaning; all cleaning of homeless and/or illegal encampments, including biohazard removal; and all General Laborers' work. In accordance with Green Book Decision dated August 2, 1920 - December 11, 1924, the loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction shall be done by Laborers under the supervision of such person as the Employer may designate. The hoisting of rods shall be done by Laborers, except when a derrick or outrigger operated by other than hand power is used.

.....

ADD: Seawalls, waterfront structures and dikes retaining walls or wherever used; all Laborers' work in connection with sheet piling for underground excavations, including but not limited to sewers, water, process pipe, seawall replacement, and earth retention; construction and installation, including rigging and signaling in connection with Laborers' work, reinforced soil slopes (RSS), geosynthetic reinforced soil (GRS) walls, access ramps, bridge abutments, and wing walls construction and installation, including straps, facing, reinforcing mesh and strips, fabrics, precast panels, precast concrete blocks, dry cast modular blocks, gabions, welded wire mesh, drainage, drainpipe, and backfill and topsoil.

Section 1 General Provisions

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

All Laborers' work in connection with the slinging, handling and placing of all rip rap, rock and stone on highways, jetties, seawalls, waterfront structures and dikes retaining walls or wherever used; all Laborers' work in connection with sheet piling for underground excavations, including but not limited to sewers, water, process pipe, seawall replacement, and earth retention; mechanically stabilized earthen (MSE) wall, construction and installation, including rigging and signaling in connection with Laborers' work, reinforced soil slopes (RSS), geosynthetic reinforced soil (GRS) walls, access ramps, bridge abutments, and wing walls construction and installation, including straps, facing, reinforcing mesh and strips, fabrics, precast panels, precast concrete blocks, dry cast modular blocks, gabions, welded wire mesh, drainage, drainpipe, and backfill and topsoil.

.....

ADD: Fire cleanup to description of work.

Section 1 General Provisions

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

All Laborers' work in connection with the cleanup and removal of fire debris from major woodlands fires. This will include but not be limited to, stumps, trunks, branches, and all other fire-damaged materials caused by water and/or extinguishing or fire retardant substances. Further, all work in connection with fire prevention needed/required by agencies and owners to avoid future major woodland fires.

.....

MODIFY: Change to read as follows: "All Laborers' work in connection with..." and delete from "slurry seal; chip seal" to "...as written".

Section 1 General Provisions

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

~~When an Individual Employer, at his/her discretion, wishes to utilize their Employees covered by this Agreement to perform the following: All Laborers' work in connection with~~ laying and/or applying of fabrics connected to asphalt, portland cement concrete (pcc), and aggregate paving work; ~~slurry seal; chip seal, such Employee shall be employed in accordance with the applicable classification set forth in Supplement No. 1, Group 3, General Laborer (except for chip seal which will be paid at Group 1 rate). This work shall not be subject to Section 11 (Subcontracting). Upon request from the Union, the Individual Employer shall assist the Union in verifying that the work performed by a~~

~~non-signatory contractor on a public works project is being paid in accordance with the Laborers Master Agreement Group 3 or Group 1 wage and benefit amounts identified here. Obligation for Non-Signatory to pay at rates above any currently posted Prevailing Wage Rate will not be required until ALL Contracts obtain inclusion of this Section 1 B(2) as written.~~

.....

ADD: "process pipe; pressurized pipe; cathodic protection; "in connection to water conveyance production, purification, filtration, and treatment facilities, whether temporary or permanent.

MODIFY: change "unistrut" to "support"

Section 1 General Provisions

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

All mechanical, process, or pressurized pipe work, including the laying and installation of pipe above and below ground, cathodic protection, bolt up, and ~~unistrut~~-support installation in connection to water conveyance, production, purification, filtration, sewers, and treatment facilities, whether temporary or permanent.

All track work, including rail ties, welding of rail; and including third rail work, except for electrification and electrical tie-ins.

.....

ADD: Potholing; Trenchless Laborer's work, including truck and/or trailer mounted vacuum excavators (800 gallons or less); placing of shoring, hydro blasting (air or water), backfill and restoration to repair, maintain, locate, verify and identify pipe lines, conduits, communication lines, cable TV lines, electric lines and all other underground structures; add Utilities

Section 1 General Provisions

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

All Laborers' work in connection with Trenchless Technology, including pipe installation, bursting, camera/cctv relining, potholing, or similar trenchless laborer work Trenchless Technology Laborer – Pipe installation, bursting, relining or similar; Trenchless Laborer's work, including truck and/or trailer mounted vacuum excavators (800 gallons or less).

All Laborers' work in refineries (see Supplement No. 5).

All Laborers' work in connection with, Utilities, Dry Utilities, including electrical, and telecommunication conduit layer, joint utility trench laborer including gas.

.....

3. The parties agree to the following addition/modification to Section 2, Bargaining Representatives:

ADD: At the end of the second paragraph, regarding favored nations, "and only as to the same type of work".

Section 2 Bargaining Representatives

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

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

.....
MODIFY: Delete the words "which" and "are being complied" (for clarity).

Section 2 Bargaining Representatives

C. Access to Project

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

-
4. The parties agree to the following addition to Section 3B:

ADD: "Additionally, failure to appear at the jobsite, refusal to accept a dispatch, drug screen failure, and jobsite violence shall be subject to the procedures of the LIUNA Code of Conduct."

Section 3 Employment and Discharge

B. Employment

(19) Any hiring hall registrant who misuses the hiring hall and the relationship with signatory Individual Employers by failing to appear for work for which he/she has been dispatched; or failing to appear at the jobsite ready and prepared to work; or accepting employment for which the laborer is not qualified may, at the Local Union's discretion, be suspended from utilizing the hiring hall out-of-work list for subsequent offenses; and may be denied referrals for which the applicant is not qualified until he/she demonstrates that he/she possesses the qualifications to the Laborers' Training Center.

Any appeal of these penalties must be submitted to the Hiring Hall Arbitrator under Section 3B(17), whose decision shall be final and binding.

Additionally, failure to appear at the jobsite, refusal to accept a dispatch, drug screen failure, and jobsite violence shall be subject to the procedures of the LIUNA Code of Performance.

5. The parties agree to the following modification to Section 6(B):

MODIFY: Modify Section 6(B) as follows:

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

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

.....

6. The parties agree to the following modifications to Section 9:

MODIFY: Modify sentence regarding claims arising out of Section 28 (for clarity).

Section 9 Grievance Procedure

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

.....

MODIFY: 10 day window for filing a grievance to 10 working days.

Section 9 Grievance Procedure

14. No proceedings hereunder based on any dispute, complaint, or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) working days excluding Saturdays, Sundays, and holidays after the alleged violation was committed.

.....

ADD: Add Statutory Claims & PAGA Waiver under Section 9(20):

Statutory Claims & PAGA Waiver

All claims arising under the Fair Labor Standards Act, the California Labor Code Industrial Welfare Commission Orders (e.g., Wage Order 16), all derivative claims arising under California Business and Professions Code Section 17200, et seq. and all similar claims arising under any applicable local law, shall be resolved exclusively through binding arbitration before an impartial arbitrator. Such claims shall

be resolved exclusively through binding arbitration before an impartial arbitrator and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. All substantive and procedural rights applicable to mandatory arbitration of statutory claims shall be observed (e.g., the right to more than minimal discovery, payment of costs by the employer, a written award, etc.). The arbitrator shall apply the shortest applicable statute of limitations applicable to each claim and shall be authorized to award any and all remedies otherwise available by law.

The Agreement prohibits any and all violations of the sections of the California Labor Code that are redressable pursuant to the Labor Code Private Attorneys general Act of 2004 ("PAGA"). Such claims shall be resolved exclusively through binding arbitration before an impartial arbitrator and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. This agreement expressly waives the requirements of PAGA and authorizes the arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor Workforce Development Agency.

Statutory claims described above shall be initiated by written notice within the statute of limitations period to the Individual Employer with a copy provided to the Northern California District Council of Laborers ("Union") and the Employer. The Union will provide the Employee, Employer and Individual Employer with the Impartial Arbitrators' contact information. Once a grievance is filed, the Union, the aggrieved employee and the Individual Employer shall meet within thirty (30) calendar days, or other time as mutually agreed upon, to discuss and attempt to resolve the grievance. Should the grievance not be satisfactorily resolved to the satisfaction of the aggrieved employee within the foregoing time frame, the aggrieved employee may proceed directly to arbitration.

Should the Impartial Arbitrator designated by the Parties to this AGREEMENT be unavailable or unacceptable to the Individual Employer or Individual Employee, the Parties to the AGREEMENT will provide a panel of three additional impartial arbitrators from whom the Individual Employer and Employee will select an arbitrator using an alternative striking method with the Employee striking first.

The Impartial Arbitrator shall have the authority to consolidate individual statutory claims for hearing upon agreement of the parties but shall not have the authority to fashion a proceeding as a class, collective or representative action, except with respect to PAGA claims as provided in this subsection, or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If a court of competent jurisdiction finds any term or clause in this AGREEMENT to be invalid, unenforceable, or illegal, such a term or clause may be revised to the extent required according to the opinion of the court to render the AGREEMENT enforceable or valid so as to preserve the agreement and intent to the fullest possible extent.

If this AGREEMENT shall apply to any representative PAGA claims, class and / or individual claims that arise or are pending during the term of the parties' current collective bargaining agreement, regardless of when they were filed with any court or administrative agency.

.....

7. *The parties agree to the following addition to Section 10, Payment of Wages:*

ADD: *Waiting time language
Direct deposit*

Section 10 Payment of Wages

A. Each employee shall be paid wages in full each week before or at quitting time on the Individual Employer's regular pay day unless specific arrangements to the contrary are made in writing between the Individual Employer and appropriate Local Union of the Union. Employees

who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.

Any dispute regarding waiting time penalties shall be subject to the Grievance Procedures in this Agreement with not more than eight (8) hours pay at the straight time rate charged for any calendar day with a maximum of ten (10) days provided, however, that where the non-payment or delayed payment is willful, repeated, or intentional, the Board of Adjustment may award up to thirty (30) days' waiting penalties.

C. Individual Employers may pay employees utilizing the electronic direct deposit of wages or a debit pay card as provided under California law. Payment by direct deposit or a debit pay card shall be at the employee's option and not as a condition of employment. Employees shall not incur any transaction fees or lost or stolen card fees for the utilization of a debit pay card. Final compensation shall be paid by check.

.....

8. *The parties agree to modify notice requirements regarding subcontracts as follows:*

MODIFY: modify "within 5 days of entering such subcontract" to "no later than the first day on which the subcontractor has workers employed on the job"

Section 11 – Subcontractors

The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement ~~within five (5) days of entering such subcontract~~ **no later than the first day on which the subcontractor has workers employed on the job**, and shall specify the name and address of the subcontractor. Written notice at a pre-job conference shall be deemed written notice under this provision for those subcontractors listed at the pre-job only. Notification to the Union of any subcontractor not listed in writing at the pre-job must still be given in accordance with this paragraph.

9. *The parties agree to add to Section 20A as follows:*

ADD: Minimum hours for attending safety meetings or completing paperwork

Section 20A Overtime Rates, Hours and Working Conditions

5. Minimum Hours:

(a) From April 1 to November 14, the hours of employment shall be reckoned by the day and half day. From November 15 to March 31, the hours of employment shall be reckoned by the day, three-quarter day and half day. The fraction of a half or three quarter day to be paid for as a half or three-quarter day. Overtime hours, Monday through Friday, shall be reckoned by the hour and half hour. If after work is begun, work is suspended on account of weather conditions, not less than four (4) hours (or five [5] hours on a four-ten [4 x 10] shift) at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour. For new dispatches, minimum hours of not less than four (4) hours (or five [5] hours on a four-ten [4 x 10] shift) at the applicable rate, including fringe benefits, shall be paid for attending safety meetings or for completing paperwork. An individual who is dispatched and is required to undergo pre-employment testing shall be compensated for the actual time spent for pre-employment testing, at the applicable rate, not less than four (4) hours (or five (5) hours on a four-ten [4 x 10] shift). An individual who fails pre-employment testing will not be compensated.

.....
ADD: "as provided for by state law" (double time after 12 hours)

Section 20A Overtime Rates, Hours and Working Conditions

4. Weekends and Holidays:

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

.....
10. The parties agree to add to Section 23 as follows:

ADD: When a holiday falls on a Saturday, the preceding Friday to be considered a holiday.

Section 23 Recognized Holidays

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

If any of the above holidays falls on Sunday, the Monday following shall be considered a holiday.
If any of the above holidays falls on a Saturday, the Friday preceding shall be considered a holiday.

.....
11. The parties agree to delete references to Retiree Health and Welfare as follows:

DELETE: References to Retiree Health and Welfare

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

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
Health & Welfare	\$7.95	\$ **	\$ **	\$ **	\$ **
Retiree Health & Welfare	\$.30	\$ **	\$ **	\$ **	\$ **
Pension	\$8.96	\$ **	\$ **	\$ **	\$ **
Annuity	\$3.24	\$ **	\$ **	\$ **	\$ **
Vacation/Holiday/Dues Supplement	\$2.75	\$ **	\$ **	\$ **	\$ **
***Training-Retraining/Apprenticeship/LECET	\$-.45	\$ **	\$ **	\$ **	\$ **
Contract Administration	\$-.08	\$ **	\$ **	\$ **	\$ **
Industry Stabilization Fund	\$-.22	\$ **	\$ **	\$ **	\$ **

DELETE:

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

.....

12. The parties agree to add to Section 28A as follows:

ADD: *Electronic remittances*

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

Effective July 1, 2023 ~~—~~ Individual Employer remittances of hourly contributions for all fringe benefits required under Section 28 shall be transmitted via an electronic employer portal to the Northern California Laborers Trust Funds. Exceptions shall be granted on a case-by-case basis to individual employers. The parties mutually acknowledge the intent is to move all employer fringe contribution payments from paper transmittals of monthly remittances to an electronic remittance format, in a timely effective and efficient process for all parties.

.....

13. The parties agree to add to Section 28A as follows:

ADD: *Up to 195 hours basis for fringe benefit contributions*

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

The Union and the Employer agree that the Individual Employers covered by the Master Agreement may continue the coverage of their supervisory personnel above the rank of General foreman in the Laborers' Health & Welfare Trust Fund for Northern California, the Laborers' Pension/Annuity Trust Fund for Northern California, the Laborers' Vacation Holiday Dues Supplement Trust Fund for Northern California, the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California by paying into all Trusts monthly on the basis of ~~either~~ one hundred seventy (170) hours, or one hundred ninety-five (195) hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such employee in a month, provided, however, the Individual Employer having made one (1) payment on an employee shall continue to make such a payment so long as the employee is in his/her employ. As an option, contributions to the Laborers' Pension/Annuity Trust Fund for Northern California and the Laborers' Vacation Holiday Dues Supplement Trust Fund for Northern California may be made on the basis of one hundred ninety-five (195) hours per month, and contributions to the Laborers' Health and Welfare Trust Fund for Northern California and the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California may be made on the basis of one hundred seventy (170) hours per month regardless of the hours worked by any such employee in a month.

.....

14. The parties agree add to Section 28D as follows:

ADD: "or an amount as determined by the Union"

Section 28D Supplemental Dues

Effective July 1, 2013, for all work performed, upon authorization as required by law, the amount of ninety-one cents (\$.91), or an amount as determined by the Union, per hour for each hour paid or worked, shall be transmitted from the Vacation-Holiday benefit of each laborer and shall be remitted directly to the Union.

.....

15. The parties agree to modify Section 28E as follows:

MODIFY: Change additional 25¢ to additional 50¢ for Individual Employers not extending the agreement.

Section 28E Wage and Fringe Benefit Increase

*** If an early extended Agreement is negotiated prior to June ~~29, 2026~~ 27, 2022, Individual Employers who do not extend said Agreement shall be subject to an additional ~~twenty-five~~ fifty cents (\$. ~~25~~ 50) per hour increase, effective June ~~29, 2026~~ 27, 2022 for a total increase of ~~two dollars and twenty-five cents (\$2.25)~~ three dollars and fifteen cents (\$3.15). If an early extended Agreement is not negotiated prior to June ~~29, 2026~~ 27, 2022, the total increase on June ~~29, 2026~~ 27, 2022 shall be ~~two dollars and twenty-five cents (\$2.25)~~ three dollars and fifteen cents (\$3.15).

.....

16. The parties agree to add to the Classifications as follows:

ADD: Add under Construction Specialist: Core boring (Circular Saw Cutting)—include with Diamond Drillers

CLASSIFICATIONS OF CONSTRUCTION SPECIALIST

Diamond Drillers, Core Boring (Circular Saw Cutting)

.....

ADD: Add under Group 1: Air/Vapor Barrier Installation; Biohazard Cleanup Worker; Fire Cleanup Laborer; Locator (in conjunction with directional boring machine used to locate head of drill); Stand-on Skid Steer; Potholing; Trenchless Laborer's work, including truck and/or trailer mounted vacuum excavators (800 gallons or less)

CLASSIFICATIONS OF GROUP 1

Air/Vapor Barrier Installation

Biohazard Cleanup Worker

Bobcat/skidsteer (moved under 's' for Skidsteer/stand-on skidsteer)

Dry Utilities – including electrical, and telecommunication

conduit layer, joint utility trench Laborer including gas

Fire Cleanup Laborer

Locator (in conjunction with directional boring machine used to locate head of drill)

Skidsteer/Stand-On Skidsteer

Trenchless Technology Laborer – Pipe installation, bursting, relining, potholing, or similar

Trenchless Laborer's work, including truck and/or trailer mounted vacuum excavators (800 gallons or less)

.....

ADD: Forklift; Skip Loader (up to and including ½ cubic yard); Solar Panel Cleaner; Temporary Lighting (self-contained job site work lighting only in connection with Laborers' Work); Tree Removal; Street Car and Railroad Construction Track Laborers (Rail Trackmen); including welding of rails.

CLASSIFICATIONS OF GROUP 3

Dry Utilities —including electrical, and telecommunication —conduit layer, joint utility trench Laborer including gas (moved to Group 1)

Forklift

Potholing (for utility location)

Skip Loader (up to and including ½ Cubic Yard)

Solar Panel Cleaner

Temporary Lighting (self-contained job site work lighting only in connection with Laborers' work)

Tree Removal

.....

ADD: Add under Group 4: Graffiti Abater

CLASSIFICATION OF GROUP 4

Graffiti Abater (job site only)

.....

17. The parties agree to modify the Labor Foreman wages as follows:

MODIFY: Labor Foreman Wage Rate

Effective June 27, 2022, Labor Foremen shall receive three dollars (\$3.00) per hour above ~~any the highest paid~~ classification in this Agreement working under his/her direction. Effective June 26, 2023, Labor Foremen shall receive ten percent (10%) above the highest paid classification covered in this Agreement working under his/her direction.

.....

18. The parties agree to the following economics package:

ECONOMICS:

June 27, 2022 - \$2.00 (to be allocated by the Union)

June 26, 2023 - \$2.50 (to be allocated by the Union)

July 1, 2024 - \$2.60 (to be allocated by the Union)

June 30, 2025 - \$2.65 (to be allocated by the Union)

June 29, 2026 - \$2.65 (to be allocated by the Union)

.....

19. The parties agree to add a Letter of Understanding regarding training as follows:

ADD: Add as Letter of Understanding – Training:

**LETTER OF UNDERSTANDING
UMIC-NCDCL
NON-MANDATORY TRAINING**

Notwithstanding references in the Master Agreement regarding the payment of various fringe benefits for “hour[s] worked or paid”, it is hereby agreed by United Contractors and the Northern California District Council of Laborers that fringe benefits except for Health & Welfare contributions which will continue to be owed for each hour worked and/or paid, shall not be owed for training time. Hours that employees spend participating in professional development or trainings offered by the Employer, excluding covered work, shall be compensated at the regular wage rate each employee would normally receive had they been performing covered work. However, the hours shall not be considered hours worked or paid under Section 28A, and the Employer shall not owe fringe contributions under Section 28A for such compensation. Hours of compensation under this provision shall not exceed forty-eight (48) hours in one (1) calendar year for any one (1) employee by an Individual Employer. Upon request, the Union may request documentation reflecting the training provided under the provisions of the Side Letter Agreement.

20. The parties agree to add a Letter of Understanding regarding modified duty as follows:

ADD: Add as MOU titled Modified Duty:

MODIFIED DUTY

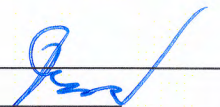
Notwithstanding references in the Master Agreement regarding the payment of various fringe benefits for “hour[s] worked or paid”, it is hereby agreed by UMIC, Inc., Industrial Contractors and the Northern California District Council of Laborers that fringe benefits shall not be owed for modified duty (non-covered work). In the event an employee is unable to perform the covered work the employee is usually assigned, due to an injury or disability, the Individual Employer may offer alternative work (non-covered work), which shall be compensated at the Employee’s regular wages. The employee may choose to accept or reject the modified duty work arrangement.

Payment for hours worked under this provision shall not constitute “each hour paid and/or worked” under Section 28A, meaning that corresponding fringe contributions under Section 28A are not required, except for H&W contributions which will continue to be owed for each hour worked and/or paid. The parties’ intent is not to disadvantage or interfere with any individual employee’s claim for workers’ compensation benefits. The parties currently understand that this provision would not impact an individual employee’s workers’ compensation claim in any way, however, should the law or regulations change such that this is no longer true, the parties agree to meet and confer to modify this provision consistent with the parties’ intent.

.....

21. The parties agree to delete the San Francisco Back to Work Ordinance Side Letter.

.....



22. *The parties agree to update the Subcontracting Side Letter:*

MODIFY: *Modify the Subcontracting Side Letter as follows:*

It is hereby agreed by and between UMIC, Inc., Industrial Contractors (UMIC) and the Northern California District Council of Laborers of the Laborers' International Union of North America, AFL-CIO (NCDCL) as follows:

Subcontracting – wood fencing, temporary fencing, wood retaining walls, chip seal, slurry seal, landscaping, erosion and sediment control [including soil stabilization and soil, vegetation, and watershed pollution control], remediation/land restoration, dry utilities/conduit, striping [parking stalls only], solar voltaic and trenchless technology work; laying and/or applying of fabrics connected to asphalt, portland cement concrete (pcc), and aggregated paving work. Should the Individual Employer solicit union subcontractor bids with reasonable notice in writing by FAX or e-mail, the following provision is applicable. When there are no union subcontractor bids, the non-union subcontractor may be used without restriction. The Individual Employer shall be responsible to set up a meeting between the non-union subcontractor and the Union upon request.

The parties agree to work together to identify industries to jointly organize during the life of this agreement.

The Union will be notified in writing by the Individual Employer by FAX or e-mail prior to implementation of this provision.

....

23. *The parties agree to update the Waiver of Minimum Wage Ordinance Side Letter as follows:*

MODIFY: *Modify Side Letter as follows:*

EXPRESS WAIVER OF MINIMUM WAGE ORDINANCES

The collective bargaining parties agree, that to the fullest extent permitted by law, the 20XX UMIC-NCDCL Master Agreement shall operate to waive any provision of all currently existing Minimum Wage Ordinances (MWOs) in Northern California, and shall supersede and be considered to have fulfilled all requirements of said Ordinances as presently written, and/or amended during the life of this Agreement.

Specifically, in accordance with the applicable provisions of the Ordinances, the collective bargaining parties hereby expressly waive the Minimum Wage Ordinance requirements for the following Ordinances in clear and unambiguous terms:

Belmont MWO – Belmont City Code Chapter 32; CBA Waiver – Section 32-9

Berkeley MWO – Berkeley Municipal Code Chapter 13.99; CBA Waiver – Section 13.99.055

Burlingame MWO – Burlingame Municipal Code Chapter 6.10; CBA Waiver – Section 6.10.060

Cupertino MWO – Cupertino Municipal Code Title 3, Chapter 3.37; CBA Waiver – Section 3.37.050

El Cerrito MWO – El Cerrito Municipal Code Chapter 6.95; CBA Waiver – Section 6.95.050-B

Emeryville MWO – Emeryville Municipal Code Title 5, Chapter 37; CBA Waiver – Section 5-37.07(e)(1)

Fremont MWO – Fremont Municipal Code Chapter 5.30; CBA Waiver – Section 5.30.060

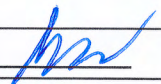
Half Moon Bay MWO – Half Moon Bay Municipal Code Chapter 3.300; CBA Waiver – Section 3.300.090

Hayward MWO – Hayward Municipal Code Article 15; CBA Waiver – Section 6-15.14

Los Altos MWO – Los Altos Municipal Code Chapter 3.5; CBA Waiver – Section 3.50.050

Menlo Park MWO – Menlo Park Municipal Code Section 5.76; CBA Waiver – Section 5.76.050

Novato MWO – Novato Municipal Code Section 2-30; CBA Waiver – Section 2-30.5



Oakland MWO – Oakland Municipal Code Chapter 5.92; CBA Waiver – Section 5.92.050(B)
Palo Alto MWO – Palo Alto Municipal Code Chapter 4.62; CBA Waiver – Section 4.62.050
Petaluma MWO – Petaluma Municipal Code Chapter 8.35; CBA Waiver – Section 8.35.40
Redwood City MWO – Redwood City Municipal Code Section 46.030(b); CBA Waiver – Section 46.050
Richmond MWO – Richmond Municipal Code Chapter 7.108; CBA Waiver – Section 7.108.050
San Francisco MWO – San Francisco Administrative Code Chapter 12R; CBA Waiver – Section 12R.8
San Jose MWO – San Jose Municipal Code Title 4, Chapter 4.100; CBA Waiver – Section 4.100.050
San Leandro MWO – San Leandro Municipal Code Chapter 4-35; CBA Waiver – Section 4-35-500
San Mateo MWO – San Mateo Municipal Code Chapter 5.92; CBA Waiver – Section 5.92.060
Santa Clara MWO – Santa Clara City Code Title 3, Chapter 3.20; CBA Waiver – Section 3.20.050
Santa Rosa MWO – Santa Rosa City Code Chapter 10-45; CBA Waiver – Section 10-45.040
Sonoma MWO – City of Sonoma Municipal Code Chapter 2.80; CBA Waiver – Section 2.80.045
Sunnyvale MWO – Sunnyvale Municipal Code Title 3, Chapter 3.80; CBA Waiver – Section 3.80.050

In addition, this waiver shall apply to any other city, county or other local ordinance requiring minimum wage payments different from the state minimum wage that may be adopted during the term of this Agreement.

In the event that a local minimum wage ordinance provides for an hourly wage that is higher than the hourly rate provided for the appropriate classification in the UMIC-NCDCL Master Agreement, the Individual Employer will pay the higher rate.

.....

All other terms and conditions of the 2018-2023 Laborers' Master Agreement for Northern California between the UMIC, Inc., Industrial Contractors and the Northern California District Council of Laborers including agreed to and affirmed Side Letters, Letters of Understanding, and Memoranda of Understanding shall remain unchanged.

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, AFFILIATED WITH THE
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

By: _____

Date: _____

UMIC, INC., INDUSTRIAL CONTRACTORS

By: _____

Date: 10/24/2022

By: _____

Date: _____