

January 26, 2017  
**ORIGINAL**

**CALIFORNIA REFINERY MAINTENANCE AGREEMENT**  
**FOR THE**  
**TORRANCE REFINERY FACILITIES**  
**TORRANCE, CALIFORNIA**

## COVENANTS

Whereas, the Contractor (or "Employer") is engaged in the business of continuous plant maintenance, repair and renovation (as defined in Articles V and VI) with the refinery industry and this work is of importance to the Unions, and it being recognized there is an essential difference in the conditions required to perform this type of work, the Unions and the Contractor wish to enter into an agreement for their mutual benefit covering work of this nature;

Whereas, the Unions have in their membership throughout the area members competent and qualified to perform the work of the Contractor;

Whereas, the Contractor has employed and now employs members of the Unions and the Contractor has a commitment and/or contract from the owner for maintenance, repair and renovation work recognized by the Unions as being within their jurisdiction;

Whereas, in order to insure relative equity and uniform interpretation and application, the Unions wish to establish and administer this Agreement in concert, each with the other, and all with the Contractor;

Whereas, the Contractor and the Unions desire to mutually stabilize wages, hours and working conditions;

Whereas, the Contractor and the Unions agree that, due to the particular nature of the work covered by this Agreement, there shall be no lockouts or strikes during the life of this Agreement, and provisions must be made to achieve this end.

It is, therefore, agreed by the undersigned Contractor and Unions in consideration of the mutual promises and covenants contained herein that the Agreement be made as follows:

### ARTICLE I: INTENTS AND PURPOSES

This Agreement is for the joint use and benefit of the contracting parties, and the provisions herein defined and set forth shall be construed as binding upon and effective in determining the relations between the parties and/or subordinate sub-divisions thereof signing hereto: and to set forth herein the basic Agreement covering the rates of pay, hours of work, and conditions of employment to be observed by the parties hereto.

It is mutually understood that the following terms and conditions relating to the employment of workers covered by this Agreement have been decided upon by means of collective bargaining and that the following provisions will be binding upon the Contractor and the Unions during the terms of this Agreement and any renewal thereafter. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement covers all terms and conditions of employment for work being performed hereunder, except for all work that may be performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, National Refractory Agreement, and the National Agreement of the International Union of Elevator Constructors. However, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Industrial Agreement for Instrument and Control Systems Technicians.

Contractors signed to national agreements with North America's Building Trades Unions are not required to become signatory to a local collective bargaining agreement. All other contractors are required to become signatory to the Master Labor Agreement ("MLA") of the Unions' Local Union having geographic jurisdiction over the Project for work performed under this Agreement. For such contractors, where a subject is covered by the provisions of this Agreement and a MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a MLA and not in conflict with the provisions of this Agreement, the provisions of the MLA shall apply. References in this Agreement to a "local collective bargaining agreement" or a "local union agreement" shall be read to also include a MLA. Contractors that are not signatory to the national agreements, but are signatory to the MLAs of the Local Unions can use this Agreement. The Contractor will then perform Work for the Owner at the site under the terms and conditions of this Agreement. This Agreement may be modified by mutual consent in writing by the parties' signatory hereto.

## ARTICLE II: MANAGEMENT RIGHTS

1. The Unions understand that the Contractor is responsible to perform the work required by the Owner. Therefore, the Contractor has the complete authority and right to:
  - A. Plan, direct and control the operation of all his work.
  - B. Decide the number of employees required with due consideration to the proper craft classification thereof.
  - C. Hire and lay off employees as the Contractor feels appropriate to meet work requirements and/or skills required. The Contractor may hire employees by name who have special skills or have previous maintenance experience.
  - D. Transfer employees with special skills or qualifications and/or employees from jobs where forces are being reduced to jobs where forces are being increased without restriction or limitations. This would apply to Contractors having more than one (1) maintenance project in a given locality and in the territorial jurisdiction of the Local Union or Unions involved.
  - E. Determine work methods and procedures.
  - F. Determine the need and number of foremen without regard to foremen ratios in local agreements, name the foremen and to require foremen to work with their tools when in the Contractor's opinion this is advisable. It is not necessary for each craft to have a foreman. A foreman may act in its capacity for more than one craft. This is not to mean that the Contractor will have inadequate amount of supervision on the job. If one or more foreman are established for a craft one (1) must be designated as a top hourly craft supervisor and shall be guaranteed forty (40) straight-time hours per week and may be required to remain on the job. Overtime hours are not to be used to fulfill (40) hour guarantee. This is applicable for each shift and each site. Such guarantee shall not apply when the NRC-mandate 72-hour rule is in effect; when the first or commencing week of a job is less than forty (40) hours; or when the top hourly craft supervision is terminated due to reduction-in-force or job completion.
  - G. Require all employees to observe the Contractors and/or Owners rules and regulations not inconsistent with this Agreement.
  - H. Require all employees to observe all safety regulations prescribed by the Contractor and/or Owner and to work safely.

- I. Discharge, suspend, or discipline employees for proper cause.
- J. The Contractor may, if he desires, maintain a variety of skills within his group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
- K. It is understood that all employees will work together harmoniously as a group and as directed by the Contractor. Employees will also cooperate with and follow directions of Owner Representatives as required by the Contractor. This is not to be construed under regular operating conditions as a Contractor's prerogative to assign workers out of their regular skill classification.
- L. The Unions understand the extreme importance of keeping operating equipment and units running at all times. The Unions also understand that the loss of production and the cost of repairs together create a great loss to the Owner. Therefore, the Unions will encourage and advise the employees to exhaust every effort, ways and means to perform work of good quality and quantity. The Contractor and the Unions recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs or practices shall be permitted that limit production or increase 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 restrictions against the use of any kinds of machinery, tools or labor-saving devices. Local Union Business Representatives shall instruct craftsmen dispatched to the projects covered by this Agreement, that this Agreement applies to such projects and that certain terms and conditions set forth in the Master Labor Agreements do not apply.
- M. It is understood by the Contractor and agreed to by the Unions, that the employees of this Contractor will perform the work requested by the Contractor without having any concern or interference with any other work performed by any employees who are not covered by this Agreement.

### **ARTICLE III: UNION SECURITY AND REFERRAL**

1. The Contractors recognize the Union(s) as the sole and exclusive collective bargaining representative, respectively, for the craft employees employed on the Project. The Unions are recognized by the Contractor as the primary source of all craft labor to be employed on the Project. The appropriate Unions will be contacted and shall refer all applicants for employment to this Project according to the hiring and dispatch procedures set forth in the appropriate MLA.

2. Plant maintenance, repair and renovation that the Contractor performs involve operating units that in some cases must be kept running. This situation means that some of the work is of an emergency nature, and therefore, will require at times, the acceptance of extreme fluctuations in the labor demand. The Unions, by this Agreement, completely understand the necessity of these extremes and agree to make every effort to fulfill the manpower requirements of the Contractor.

3. The above shall not restrict the Contractor from soliciting and hiring qualified personnel from any other source, provided the Unions are unable to fulfill manpower requirements within a forty-eight (48) hour period after such requisition is made by the Contractor, emergencies excluded. The forty-eight (48) hour period will not include Saturdays, Sundays, and holidays.

4. All employees hired by the Contractor shall, as a condition of employment, become and remain members in good standing of the appropriate Union after the 7th day following the beginning of such employment.

5. Any employee, who, at his/her time of employment is a member in good standing of any AFL-CIO Building Trades Union, shall be considered in compliance with the Union Security Article in this contract so long as he/she maintains good standing in that Union.

6. The Contractor agrees to be bound by the hiring practices, as set forth in the appropriate MLA, which are not inconsistent with the terms of this Agreement. No reverse layoff provision in any MLA shall apply under this Agreement.

#### **ARTICLE IV: NON-DISCRIMINATION**

The Unions and the Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or any other protected status granted by applicable federal, state or local laws.

#### **ARTICLE V: SCOPE OF WORK**

1. This Agreement covers only that work assigned by the Owner to the Contractor and performed by the employees of the Contractor covered by this Agreement.

2. This Agreement covers all on-going maintenance, repair, renovation and replacement work as well as shutdown and turnaround work that is part of the Project.

3. The Unions and the Contractor understand that the owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

4. All fabrication work over which the Owner possesses the right of control, including without limitation, the fabrication of air-handling systems and ducts, and HVAC sheet metal work, and which is traditionally claimed as on-site fabrication shall be performed on-site. For the convenience of the Owner or other Employers, such work may be performed off-site. In that event, such fabrication work shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or by a fabrication agreement approved by the craft's International Union.

5. The Torrance Refinery Facilities (the "Project") is the refinery located in Torrance, California, and include petroleum refining, processing and storage facilities, power generation, and all of the supporting and related Owner equipment and facilities located at the refinery. It is understood and agreed by and between the parties to this Agreement that the facilities covered by this Agreement will change over time as equipment is added to and modified at the refinery.

6. "Maintenance Projects" are projects that do not involve new investment in equipment, but include all shutdown, turnaround, scheduled maintenance, major overhauls, and other maintenance work performed on the Project that is contracted out to a contractor in the construction industry.

7. All Maintenance Projects shall be performed under the terms of this Agreement and Owner shall require all contractors performing work on Maintenance Projects to execute this Agreement.

## ARTICLE VI: GRIEVANCE PROCEDURE

Any dispute alleging a violation of this Agreement (excluding jurisdictional disputes) shall be resolved in accordance with the procedure set forth herein. No grievance shall be recognized unless called to the attention of the Employer by the Union, or to the Union by the Employer within five (5) calendar days after the alleged violation was committed. Grievances shall be appealed to the next higher step within ten (10) calendar days after the meeting in the lower step. The respective five-day and ten-day limits between grievance steps may be extended by mutual agreement of the parties. Settlement of grievances may be arrived at in any step of the grievance procedure and shall be final and binding upon the Union and the Employer.

Step 1:

Between the Employer and the Jobsite Representative

Step 2:

Between the Employer and the Business Representative of the local union

Step 3:

Between the Employer or the Contractor's Labor Relations Manager and the Business Manager of the Union

Step 4:

If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy, said grievance shall be reduced to writing. The written grievance shall be submitted to arbitration. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. Owner shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

The Arbitrator will issue his or her decision within twenty (20) calendar days from the conclusion of the hearing or submittal of briefs. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The decision of the Arbitrator shall only apply to the involved project and shall not have precedent value beyond that project. The total cost of the arbitration, including the Arbitrator's fees and expenses, shall be borne equally by the parties.

## ARTICLE VII: WORK ASSIGNMENTS

1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for

the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by North America's Building Trades Unions or any other plan or method of procedure that may be adopted in the future by North America's Building Trades Unions. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

A. If a dispute arising under this Article involves the Northern California Regional Council of Carpenters or the Southwest Regional Council of Carpenters or any of their subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan. The Arbitrator's hearing on the dispute, on a Project located in northern California, shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California. The Arbitrator's hearing on the dispute, on a Project located in Southern California, shall be held at the offices of the Local Council in the area where the dispute arises. Such hearing shall be held within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

4. Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractors may be held together. Should additional work be added which was not discussed at the pre-job conference, the Contractors performing such work will conduct a separate pre-job conference for such additional work.

5. Project maintenance conditions do not always justify adherence to craft lines in the makeup of individual crews. Therefore, composite crews may be used when reasonably needed to improve efficiency. Nothing in this provision shall authorize work being performed by an employee contrary to the appropriate jurisdiction under the Plan or establish precedent for other projects.

## **ARTICLE VIII: JOBSITE REPRESENTATIVE**

1. Each Local Union shall have the right to designate a working craft journeyman as steward under this Agreement. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of that craft. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable union duties. Under no circumstances shall there be non-working stewards. The steward shall not perform supervisory duties.

2. The steward shall be the last journeyman to be laid off in his craft, provided that he is qualified to perform the required work. If Contractors work multiple shifts, each Local Union may designate a steward for each shift worked. The Local Union shall be given twenty-four (24) hour notice by the applicable Contractor before a steward is laid off or terminated.

## **ARTICLE IX: CONTRACTOR'S REPRESENTATIVE**

The Contractor shall appoint a Representative who shall cooperate with the on-site Union Representative in the exchange of information which will be beneficial to the harmonious operation of the project.

## **ARTICLE X: LOCAL UNION REPRESENTATIVES**

Officials of any of the signatory Unions shall be provided access to projects covered by this Agreement. Requests shall be arranged through the Contractor for such visitations in keeping with Owner's uniform rules of safety and security as expeditiously as possible. Each Local Union shall designate one (1) official as its representative and so inform the Contractor.

## **ARTICLE XI: WAGE RATES, FRINGE BENEFITS, AND PAYDAY**

1. All employees performing work under this Agreement shall be paid the wages and fringe benefits contributions for the classification of work performed, as set forth in their respective Local Union's Master Labor Agreement.

2. All time before and after the standard work day of eight (8) hours, Monday through Friday, and all hours worked on Saturdays, Sundays and holidays, as set forth in Article XVI, shall be paid per the MLA of the Local Union having geographical jurisdiction over the project but not to exceed double-time.

3. Fringe benefits contributions include contributions for health & welfare, annuity, vacation, apprenticeship, training funds, pension funds and construction industry promotional funds.

The Employer adopts and agrees to be bound by the written terms of legally established trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Employer authorizes the parties to such trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nothing contained in this Section is intended to require the Employer to become a member of any employer group or association as a condition for making such contributions.

Payments to appropriate local union funds shall be made in accordance with the provisions of the Local Union's MLA and the national union's agreements. Where the local union agreement provides for payment of benefits based on hours worked, it is understood



that when shift work is involved which provides eight (8) hours' pay for a shift of less than eight (8) hours, payments shall be made to said funds on the basis of eight hours per shift, provided a full shift is worked.

Wage differential for foremen is established by the procedure set forth in the appropriate MLA.

4. For purposes of this Agreement, wage premiums established under local and/or national agreements affecting maintenance, repair or renovation work such as hazard pay, acid pay, high or low work and other similar premiums shall not be applicable to this Agreement. Classifications in local union agreements that circumvent the intent and purposes of this section that require no additional skills are not recognized under the terms of this Agreement.

Under the terms of this Agreement, no subsistence, travel allowance, mileage, or pay for travel time will be paid to any employee.

When zone type wage structures are established in the area of the project, the project for the purposes of this Agreement will be considered as if it was within the area of the base zone rate.

5. After the Contractor's operation has commenced in any particular area, no subsequent change in wages or working conditions in such area will become effective insofar as the Contractor is concerned, except to the extent that any such change in wages or working conditions shall have been agreed upon and in accordance with the effective date agreed upon in negotiations between the Local Union having jurisdiction over the area and a recognized bargaining agency of contractors in such area.

6. Wages will be paid weekly. The payroll period to close so that no more than three (3) days will be held back and payments to be made before the end of the employee's shift

7. Lay off is pay off – In accordance with state law, terminated employees shall be paid all wages due on the day of their termination. If an employee quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72-hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Each Contractor shall pay eight (8) hours pay to a terminated employee for each 24-hour period said employee must wait for his final pay.

8. Any Employer will comply with all local and national apprenticeship standards established by the Joint Apprenticeship Training Committee.

9. There is no requirement to post a bond, provide monetary escrow or provide any other form of guarantee of payment to fringe benefit funds unless it is specifically required by the trust document of an individual fund or an MLA.

## **ARTICLE XII: TWENTY-FOUR (24) HOUR RULE AND MEAL ALLOWANCE**

1. The twenty-four (24) clock is determined by the starting time of the employee's shift on one day and ends with the starting time of the employee's shift on the following day.

2. In accordance with state law, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no

more than 12 hours, the second meal period may be waived by mutual consent of employer and employee only if the first meal period was not waived.

### **ARTICLE XIII: DAY WORK SCHEDULES**

1. The standard work day shall be an established consecutive eight (8) hour period between the hours of 6 a.m. and 6 p.m. exclusive of a thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work Monday through Friday inclusive.

2. On any project when the job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor and the Local Union(s) involved shall mutually agree to such changes.

3. If work schedule change cannot be mutually agreed to between the Contractor and the Local Union(s) involved, the hours fixed in the Agreement shall prevail.

4. In accordance with state law, no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of employer and employee. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second paid meal period of not less than 30 minutes. Employees shall be provided with additional paid meal periods for every four (4) hour period worked after the tenth (10<sup>th</sup>) hour.

5. If an employer fails to provide an employee with an uninterrupted meal period, as set forth above, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each meal period not provided.

6. Optional Four (4) day, Ten (10) hour Work Week. In order to address the unique needs of a project, the Contractor may implement a Four (4) day, Ten (10) hour schedule.

7. For contractors implementing a Four (4) day, Ten (10) hour schedule:

A. The Contractor may change the workweek from five (5) days at eight (8) hours per day to four (4) days at ten (10) hours per day and back again, provided the union is given a minimum of four (4) calendar days' written notice of such change and such change shall begin on Monday.

B. The Contractor may establish a four (4) day, ten (10) hour shift, exclusive of the thirty (30) minute lunch period, at the straight time wage rate. The standard workday shall be an established consecutive ten (10) hour day period between the hours of 6:00 am and 6:30 pm exclusive of a thirty (30) minute lunch period scheduled by the Contractor near the midpoint of the workday. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Contractor; the union will be advised of the starting time.

C. The Contractor may establish a second, four (4) day, ten (10) hour work shift at the straight time wage rate Monday through Thursday. This shift is exclusive of the

thirty (30) minute lunch period. The day shift shall work four (4) days at ten (10) hours for ten (10) hours straight time pay per day. The second shift shall work four (4) days at nine and one-half (9-1/2) hours for ten (10) hours straight time pay per day.

- D. Where overtime is worked, employees working on a four (4) day, ten (10) hour work shift shall be paid per the MLA of the Local Union having geographical jurisdiction over the project.
- E. Employees who are scheduled to work less than forty (40) hours from hire date to termination shall receive overtime pay for all hours worked in excess of eight (8) hours per day. In such cases, the Contractor shall have the option to work those employees on an eight (8) hour schedule. All time worked on Sunday and the holidays stated in Article XVI, shall be paid for at the rate of double time.

8. Employees will ingress the project at the start of the shift on the employee's time and egress the project at the end of the shift on the employer's time.

#### **ARTICLE XIV: SHIFT WORK CONDITIONS**

1. When so elected by the Contractor, multiple shifts of at least three (3) consecutive work days duration may be worked. When two (2) or three (3) shifts are worked, the first (1st) or day shift shall be established on an eight (8) hour basis, the second (2nd) shift shall be established on a seven and one-half (7-1/2) hour basis, and the third (3rd) shift shall be established on a seven (7) hour basis. The Contractor must provide to each affected Local Union, a minimum of four (4) calendar days' written notice of such change and such change shall begin on Monday, unless such change in schedule is due to a refinery emergency, including unplanned operating unit downtimes, in which case notice shall be given in as timely a manner as possible. On turnaround work, the Contractor must provide to each affected Local Union written notice of such change in a timely manner. The Contractor may establish extended scheduled overtime with respect to any shift. In the event that an employee does not work a full second or third shift, said employee shall be paid for actual time worked, plus one-half hour for the second shift and actual time worked plus one hour for the third shift.

Any violation of the shift provisions to circumvent the regular overtime provisions of this Agreement by unnecessary fluctuation of the three (3) consecutive work day provision then all employees on such shifts will be paid at the appropriate overtime rate.

The determination of the start of multiple shifts is the prerogative of the Contractor. If it is necessary to use employees from a previous shift within a twenty-four (24) hour period, overtime provisions of Article XII, Paragraph 2, shall apply and will be considered the beginning of the three (3) consecutive work days.

The number of craft workers and/or crafts may be increased or decreased as the work load requires, with no requirement that an individual craft work the three (3) full days.

2. The pay for the second (2nd) and third (3rd) shifts shall be equivalent of eight (8) times the employee's straight time hourly rate.

## ARTICLE XV: HOLIDAYS

1. The following eight (8) days shall constitute the legal holidays within the terms of this Agreement, New Year's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

These are not paid holidays. However, if the employee is scheduled to work on a holiday as observed under the terms of the Agreement, he/she is to be paid double time.

2. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday; if any of the above holidays fall on Saturday, Friday shall be observed as the holiday. For premium purposes, holidays celebrated as such shall be utilized for the computation for overtime pay.

## ARTICLE XVI: REPORTING TIME AND CALL-INS

### 1. Reporting Pay

When an employee or new hire reports to work on any shift between the established hours of his/her regular work and is not given the opportunity to work because none was available and was not notified before the completion of the previous day's work, he/she shall be paid two (2) hours reporting time.

When employees start to work they shall be paid not less than four (4) hours and if they work beyond the four (4) hours, they shall be paid for actual time worked. It shall be the Contractor's prerogative whether or not to stop work.

If an employee refuses to start or stops work on his/her own volition, the minimum set forth herein shall not apply.

Reporting pay as defined in this Article shall be paid at the straight time hourly rate. However, when employees report for scheduled work on Saturday, Sunday or on holidays and are not given the opportunity to work because none is available, they shall be paid two (2) hours pay at the appropriate overtime rate, time and one-half (1-1/2x) for Saturdays and double time (2x) for Sundays and holidays.

Scheduled work occurs when employees are notified during their last regularly scheduled work day that they are scheduled to work on Saturday or Sunday.

### 2. Call-ins

A Call-in shall be defined as notification to report for work by whatever means to an employee for work outside of his/her regular shift or regularly scheduled day off or holiday.

Call-ins as defined above shall be paid in accordance with one of the following categories:

- A. A Call-in prior to and continuous with an employee's normally scheduled shift shall be paid for on the basis of hours actually worked at the applicable overtime rate.
- B. When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he/she shall be paid not less than four (4) hours at the applicable overtime rate for that day except when his/her call-in is prior to and continuous with his/her normal work hours.
- C. If there is an overlapping of a worker's time from the fifth (5th) day to the sixth (6th) day, the sixth (6th) day to the seventh (7th) day, or holidays as a result of a Call-in from one day to the next, the employee shall be paid under the four (4)

hour plan as outlined in the subsection (b) above at the applicable overtime rate, but at no time will he/she receive the four (4) hour guarantee more than once for any one Call-in.

3. On a Call-in when guaranteed hours prevail the employee may be required to work the necessary time guaranteed by the Contractor. If an employee shall stop work for reasons of his/ her own and without the approval of the Contractors representative, he/she shall be entitled to pay for the hours actually worked in the day, and the four (4) hour minimum conditions shall not apply.

#### **ARTICLE XVII: TOOL ROOMS**

1. The Contractor and the Unions agree that it shall be the owner's prerogative to maintain and operate a general centrally located tool room and warehouse. The Unions agree that the manpower required for the operation of the centrally located tool room and warehouse may at the owner's option be employed directly by the owner.

2. Craft personnel who customarily provide their own tools and equipment shall provide the same tools and equipment under this agreement.

3. If it is the intention of the Contractor to establish area tool rooms and warehouses as required for efficient service in the plant, these area tool rooms and warehouses will be manned under the terms of this Agreement.

#### **ARTICLE XVIII: FIRST AID, SAFETY AND WORKERS COMPENSATION**

The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Owner and/or Contractor. These rules and regulations are to be posted at conspicuous places throughout the plant.

The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace. The parties to the Agreement agree to comply with any owner mandated substance abuse program. In order to produce as safe a workplace as possible, it is understood and agreed that the Employer and the employees shall abide by the rules and provisions of the implemented substance abuse program which may include the following types of testing: pre-employment, reasonable suspicion, post incident, and random where allowed by law. Any discriminatory practices under this Article shall be subject to the

grievance procedure. All substance abuse programs shall be submitted to the Local Council for distribution prior to implementation.

The Employer and local unions are encouraged to negotiate and implement alternative dispute resolution procedures to resolve workers' compensation claims disputes when and where permissible and/or legal. Such alternative dispute resolution procedures when implemented will be final and binding on the parties and shall be made a part of the Agreement to the extent permitted by law.

If an employee is injured and it is necessary to see a doctor, the employee will be taken to the doctor and shall be paid for time worked but not less than eight (8) hours' pay at the applicable rate. If subsequent medical appointments are required, the appointments will be made after regular working hours, if possible. If, through no fault of the employee, an appointment is made by the medical facility during regular working hours, the employee shall not lose any time. If the employee desires to make an appointment during working hours, he may do so but will not be paid for any loss of time.

#### **ARTICLE XIX: PROJECT RULES AND REGULATIONS**

1. It is agreed that the Contractor may implement reasonable project rules and regulations, and such rules and regulations shall be distributed to all employees on the project.
2. It is understood that these rules and regulations shall not be inconsistent with the terms of this Agreement.
3. Violations of the project rules and regulations is just cause for disciplinary action subject to Article VII (Grievance Procedure) of the Agreement.

#### **ARTICLE XX: PROTECTIVE LEGISLATION**

All employees covered by this Agreement shall have the protection of all existing federal, state and local laws applicable to employees in general.

#### **ARTICLE XXI: PERIODIC CONFERENCE**

Periodic Conferences shall be held by the parties from time to time for the purpose of discussing matters of mutual interest.

#### **ARTICLE XXII: SUBCONTRACTING**

A contractor may subcontract work under the terms of this Agreement. All subcontractors must sign this Agreement prior to starting work on the project.

#### **ARTICLE XXIII LABOR MANAGEMENT COOPERATION TRUST**

1. Each Employer at every tier who performs work within the scope of this Agreement shall contribute the sum of twenty-five cents (\$0.25) per hour for each hour paid for or worked by employees, and shall remit that sum by payment postmarked no later than the 15<sup>th</sup> of the month following the month in which those hours were paid for or worked, directly to the California Construction Industry Labor-Management Cooperation Trust or its

designee. Each Employer shall execute a Subscriber Agreement covering these contributions, a copy of which is attached as Attachment A.

**ARTICLE XXIV: GENERAL SAVINGS CLAUSE**

1. Any provisions in this Agreement which are in contravention of any federal, state, local or county regulation or laws affecting all or part of the limits covered by this Agreement shall be suspended in operation within the limits to which such law or regulation is in effect. Such suspension shall not affect the operation of any such provisions covered by this Agreement, to which the law or regulation is not applicable. Nor shall it affect the operations of the remainder of the provisions of the Agreement within the limits to which such law or regulation is applicable.

2. It is mutually agreed by the parties hereto that if any liability by signatory Unions to this Agreement should arise, such liability shall be several and not joint.

**ARTICLE XXV: TERM OF AGREEMENT**

This Agreement shall become effective on the date indicated below as the date of execution and shall continue in effect for five (5) years thereafter, and shall continue from year to year thereafter unless sixty (60) days' written notice of termination is given by either party.

**ARTICLE XXVI: GOVERNING LAW**

This Agreement is formed and shall be construed under the laws of the United States and the State of California.

Signed this 26 day of January, 2017

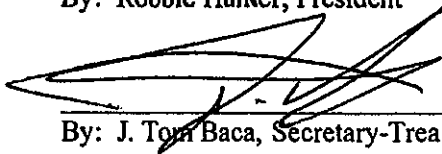
FOR THE CONTRACTOR:

STATE BUILDING & CONSTRUCTION  
TRADES COUNCIL OF CALIFORNIA

\_\_\_\_\_  
Name and Title

  
By: Robbie Hunter, President

\_\_\_\_\_  
Name of Contractor

  
By: J. Tom Baca, Secretary-Treasurer

\_\_\_\_\_  
Signature

LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION TRADES  
COUNCIL

  
By: Ron Miller, Executive Secretary

UNION: UA 250

SIGN: Glen J. Santoskey

UNION: Bricklayers Local #4

SIGN: Paul Conna

UNION: UA Local 709

SIGN: Ricardo V. V. [Signature]

UNION: IRONWORKER LOCAL 416

SIGN: M. L. [Signature]

UNION: 3455 METAL 105

SIGN: frank [Signature]

UNION: Ironworkers 423

SIGN: [Signature]

UNION: IBEW Local #11

SIGN: Martin Kuyper [Signature]

UNION: HEAT & FROST LOCAL 5

SIGN: [Signature]

UNION: TRANSITS 986

SIGN: [Signature]

UNION: [Signature]

SIGN: [Signature]

UNION: ROOFERS/WP LOCAL 36

SIGN: Electro [Signature]

UNION: SWAC

SIGN: [Signature]

UNION: Boiler makers 92

SIGN: [Signature]

UNION: Plumbers Local 78

SIGN: Daryl A. Ma [Signature]

UNION: Genie Local 34E

SIGN: [Signature]

UNION: Putnam Local 200

SIGN: [Signature]



UNION: IA Local 345 UNION: \_\_\_\_\_  
SIGN: [Signature] SIGN: \_\_\_\_\_

UNION: IUE #12 UNION: \_\_\_\_\_  
SIGN: Ronald G. Torchi SIGN: \_\_\_\_\_

UNION: IUE Local 12 UNION: \_\_\_\_\_  
SIGN: [Signature] SIGN: \_\_\_\_\_

UNION: IUE Local 12 UNION: \_\_\_\_\_  
SIGN: [Signature] SIGN: \_\_\_\_\_

UNION: Plaster Trenches 1414 UNION: \_\_\_\_\_  
SIGN: [Signature] SIGN: \_\_\_\_\_

UNION: PAT DC 36 UNION: \_\_\_\_\_  
SIGN: Mark Bartlett SIGN: \_\_\_\_\_

UNION: Local 500 UNION: \_\_\_\_\_  
SIGN: [Signature] SIGN: \_\_\_\_\_

UNION: \_\_\_\_\_ UNION: \_\_\_\_\_  
SIGN: \_\_\_\_\_ SIGN: \_\_\_\_\_

UNION: LUNA local 1309

UNION: \_\_\_\_\_

SIGN: [Signature]

SIGN: \_\_\_\_\_

UNION: SCDEL

UNION: \_\_\_\_\_

SIGN: [Signature]

SIGN: \_\_\_\_\_

UNION: [Signature]  
SIGN: Local 300

UNION: \_\_\_\_\_

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UNION: LUNA

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SIGN: [Signature]

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SOUTHERN CALIFORNIA DISTRICT  
AFFILIATED  
A.F.L.-C.I.O.

[Signature]

