

Teamsters San Diego Master Labor Agreement

Between

**ASSOCIATED GENERAL CONTRACTORS OF
AMERICA
San Diego Chapter, Inc.**

and

**SOUTHERN CALIFORNIA CONTRACTORS
ASSOCIATION**

with

TEAMSTERS LOCAL 166

July 1, 2024 - June 30, 2025

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TEAMSTERS MASTER LABOR AGREEMENT

July 1, 2024 - June 30, 2025

SECTION 1 **PARTIES TO AGREEMENT**

This Agreement entered into this 1st day of July 2024, by and between signatory members of the Associated General Contractors of America, San Diego Chapter, Inc. (AGCSD) and Southern California Contractors Association (SCCA) (hereinafter referred to as the Employers), and Teamsters Local 166, affiliated with the International Brotherhood of Teamsters, (herein after referred to as the Union).

A. Definitions:

1. Association means the AGC San Diego Chapter, Inc. and Southern California Contractors Association, and the Union recognize and agree that the Association is the administrative representative of the Employers, and their Association has no signatory status by the terms of this Agreement or otherwise.
2. Employee(s) or worker(s) means the employed person or persons performing work covered by this Agreement within the recognized work jurisdiction of the Union as defined in this Agreement.
3. Subcontractors means any person, firm or corporation who contracts with the Employer to perform any jobsite construction work, as defined by this Agreement, including the operation of equipment, performance of labor, and the furnishing and installation of materials.

B. It is the desire of the Parties to establish rates of pay, hours of employment, and working conditions which shall be applicable to these workers in the performance of the work, as hereinafter defined in this Agreement.

B. The purpose of this Agreement is to ensure that all construction work performed by the employee shall proceed continuously and without interruption in an efficient and economic manner to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices, and other interferences with the progress of the work.

SECTION 2
TERM-TERMINATION AND RENEWAL

- A. This Agreement shall become effective on July 1, 2024, and shall remain in full force and effect through June 30, 2025.
- B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits, or for any new or additional conditions or benefits.

SECTION 3
AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California.

SECTION 4
WORK COVERED:

- A. Work covered by this Agreement shall include all jobsite work performed by the Employer or its subcontractor for the construction, in whole or in part, or the improvement or modification thereof, of any project or other work and operations which are incidental thereto, and the assembly, operation, maintenance, and repair of all equipment, vehicles, and other facilities used in connection with the performance of the aforementioned job site work and services.
- B. So far as it is within the control of the Employer, all materials, supplies and equipment used on the job shall be transported to or from or on the site of the work by workmen furnished by the Union signatory hereto. Nothing herein contained shall be construed to prohibit the normal delivery of freight by common carrier.
- C. This Agreement covers jobsite construction work only. Jobsite is defined as an area within which construction work is being performed, the boundaries for which are the same as those boundaries delineated in the specifications for the job or project which may include such references as right-of-way, parcel, subdivision map, dedicated street, or lot. When trucks are both loaded and unloaded on the Employers project, it shall be considered jobsite work. In the case of subdivisions or planned unit development where construction phases are stipulated by construction contracts, jobsite will mean only that area covered by phases or units currently under construction and under the Employer's control.
- D. With respect to Teamsters, any work which is not exclusively jobsite work shall be covered by this Agreement, and specifically Section 32 working rules, paragraph (Z).

SECTION 5
UNION RECOGNITION

The Employers hereby recognize the Union who is signatory hereto as the sole and exclusive bargaining representatives of all employees of the Employers signatory hereto over whom the Union has the work jurisdiction. It is understood that the Union does not at this time, nor will they during the terms of this Agreement, claim jurisdiction over the following classes of employees:

The Employers, executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messenger boys, office workers, or any employees of the Employer above the rank of foreman, provided, however, that it shall be in violation of this Agreement if the Employer performs, or uses any of these classes of employees to perform, any of the work ordinarily performed by the workmen classified herein.

SECTION 6
OBLIGATIONS OF EMPLOYER

- A. This Agreement is binding upon the Employer regardless of whether or not it changes the name, or style, or address of its business, if the Employer continues to perform work covered under Section 4 of this Agreement. An Employer shall include any firm, partnership, Company, or Corporation, or other business organization, excluding developer, in which such Employer has a majority ownership interest. The Employer shall give notice in writing to the Union of any intent to change the name, style, or address of its business, or to perform business under more than one name or style, or at more than one address, prior to the adoption of a new or different name, style, or address, or the addition of new names, or styles, or addresses as specified herein.
- B. The Employer shall continue to be bound by the terms of this Agreement under the new name or method of operation, including a partnership or corporation in which it has majority control or interest, until such time as it terminates the Agreement in accordance with the provisions of Section 2 of this Agreement.

SECTION 7
EXISTING AND OTHER AGREEMENTS

- A. All existing labor Agreements between the Employer and the Union for work covered by this Agreement are hereby canceled by mutual consent.
- B. This Agreement shall be deemed to have been executed when the parties signing shall have affixed their signatures hereto. There shall be no retroactive application of:
 - 1. Changes in wages or employee benefits of any kind,
 - 2. Trust fund or other contributions, or
 - 3. Obligations upon employees.
- C. It is the determination of the Union, unilaterally arrived at, that the prevailing wages and fringe benefits established by this Master Labor Agreement can best be maintained by insuring uniform conditions and benefits for all the work it represents in its work and territorial jurisdiction. To this end, the Parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction industry work in classifications similar to those set forth in this Agreement in the territorial jurisdiction of the Union, the Association will be notified and such terms and

conditions shall be made available to the Employers. No Employer signatory to this Master Labor Agreement shall be required to provide terms or conditions of employment under this Master Labor Agreement any more favorable than such terms and conditions contained in any other Agreement concerning jobsite construction work in San Diego County, with the sole exception being conditions under a Project Agreement negotiated pursuant to Subparagraph 2 below.

1. If the Employer wishes to use a non-signatory contractor in accordance with the terms of Section 25, to perform job site construction work, the Union will make available to the subcontractor a Project-Only Agreement which will adopt the terms and conditions of this Master Labor Agreement, for that project only. The subcontractor shall have the option of providing its own workers to perform work covered by the Project-Only Agreement, or it may request the dispatch of employees from the hiring hall. Any such workers covered by the subcontractors Project-Only Agreement will be subject to the Union Security provisions contained in this Agreement. Said subcontractor shall not begin work prior to the execution to such Project Agreement(s).
2. It is understood and agreed by the Parties hereto that when situations arise that require separate single Project Agreements covering work to be performed on specific identified construction projects in the geographic area covered by this Agreement, to protect the interests of the Employers and promote jobs for Union members, such single Project Agreements will be negotiated in advance and the terms and conditions of these Project Agreements will be made available to all signatories hereto to protect the competitive bidding process on that specific geographic jobsite location. Any rates or conditions negotiated in these special single Project Agreements will not give any Employer signatory hereto the right to claim such rates and conditions for work performed on geographic job site locations, other than that specifically defined in the special Project Agreements.

SECTION 8 **UNION SECURITY**

- A. Employees employed by the Employer under this Agreement for a period of seven (7) days continuously or cumulatively shall on the eighth (8th) day be obligated to tender the regular initiation fees and pay periodic dues to the Union as a condition of employment.
- B. The Employer shall not be required to discharge any employee pursuant to this Section until a written notice from the Union of such employee's non-compliance, stating all pertinent facts showing such non-compliance shall have been served upon Employer.

SECTION 9 **UNION REPRESENTATIVES**

After presentation of proper identification, the Employer shall afford bona fide Representatives of the Union, prompt and free access to the jobsite during construction for the purpose of conducting legitimate Union business. If the Employer or his Representative is present on the job, the Union Representative shall apprise the Employer or his Representative of his presence. Such Union Representative shall provide their own security credentials, if required. If the security credentials are inadequate in any respect, access shall be denied. A Union Representative must comply with all

safety and health regulations and established practices of the Employer. In no event shall the representatives of the Union interfere with the progress of the work.

SECTION 10
STEWARDS

- A. The Craft Steward shall be a working employee, appointed by the Union, who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union shall notify the Employer or his Representative, in writing, and send a copy to the Employers last known address of the appointment of each Steward. Craft Steward(s) appointment shall be deemed official upon receipt of written notice by the Employer or his Representative. It is recognized by the Employer that the Steward shall remain on the job as long as there is work being performed in his craft in which he performs capably. The Employer shall not be required to retain the Steward in lieu of any employee whose employment with the employer pre-dates that of the Steward. Where the Steward is discharged for reasons of employment tenure, two (2) full working days' notice in writing will be given to the Union and the Union may appoint a new Steward from the remaining employees. The Steward shall not be transferred from one jobsite to another job site without prior approval from the Union.
- B. A Steward may be discharged, with immediate notice to the Union, for drinking on the job, drunkenness, drug abuse, dishonesty, causing a work stoppage, unauthorized absence, or for telling any workman or employee that he may not work on the job. The Steward may be laid off at completion of the project.
- C. When the Union receives notice the Employer is laying off the Steward, the Union Business Representative will meet with the Employer at the job site within twenty-four (24) hours to investigate the circumstances of the layoff and receive written notice from the Employer confirming the layoff. If the Union Business Representative finds the layoff is contrary to Paragraph "A" or paragraph "B" above, the problem shall be referred to Section 18, The Grievance Procedure.
- D. The Union may appoint more than one (1) Steward on a jobsite when necessary.

SECTION 11
SAFETY

- A. When it is called to the attention of the Employer or his Representative by the Union Representative that a flagrant violation of Cal-OSHA regulations that would cause major injury is being committed and the Employer or his representative fails or refuses to make correction immediately, or when a California Department of Industrial Safety engineer issues a citation declaring a portion or phase of a Project unsafe, the Union will not be deemed in violation of this Agreement for refusing to allow employees to continue working on that portion or phase of the project. Any employee found to be willfully violating project safety or the Cal-OSHA orders adopted by the Industrial Safety Board of the State of California may be immediately discharged with prompt notice to the Union.
- B. The Employer shall furnish for the use of his employees, any necessary protective clothing or gear as required by Cal-OSHA. Employees may be held monetarily responsible for such items

properly checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded.

- C. The Employer shall furnish, when weather conditions require, suitable iced, chilled, or refrigerated water when requested by the majority of the employees on the jobsite. The Employer will furnish sanitary drinking water and toilet facilities at all times in accordance with California law.
- D. The Union shall cooperate with the Employer in carrying out all of the Employers safety measures and practices enumerated above, and employees shall perform their duties in such a manner as to promote efficient operations on all jobs. Employees and the Union shall comply with all applicable safety and health regulations and with the safety practices of the Employer.
- E. The Union shall cooperate to the fullest extent to ensure that employees meet the highest practicable level of safety training, and to comply with the all safety training and certification requirements imposed by federal, state and local regulatory agencies. The Union shall accomplish this obligation by:
 - 1. Establishing its own safety training and certification program;
 - 2. Participating in such a program established by an Employer, or;
 - 3. Participating in the program established by the Association.

SECTION 12 **INJURY**

Employees who are unable to work as a result of an industrial injury shall be paid for actual time worked.

An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided the employee can perform his work competently and safely.

SECTION 13 **DISCHARGE**

The Union recognizes the employer's right to establish a drug testing policy for their employees. Any employee may be terminated for refusing to submit to drug screening, drinking on the job, drunkenness, dishonesty, or for any lawful reason which affects the employee's qualification to perform work on the jobsite. Any discharge may be subject to the grievance procedure.

SECTION 14 **HIRING**

In the employment of employees for all work covered by this Agreement in the territory above described, the following provisions, subject to the conditions of Section 5 of this Agreement, shall govern:

- A. The Union shall establish and maintain open and nondiscriminatory employment lists for employment of workers in the work area jurisdiction (including local residents sorted by zip code.)

- B. The Employer shall first call upon the Union for such workers as it may from time to time need, and the Union shall furnish to the Employer the required number of qualified and competent workers of the classifications needed by the Employer.
- C. Reasonable advance written notice, but not less than twenty (20) hours, will be given by the Employer to the Union or its Agents upon ordering such workers. In the event that twenty-four (24) hours after such written notice has expired, and the Union fails to furnish such skilled and competent workers, the Employer may procure workers from any other source or sources. If workers are so employed, the Employer will report in writing, for record-keeping purposes only, each such worker's name, and work classification to the Union or its Agents. The Employer shall be required to start and complete Union provided training to the worker for a minimum of 30 calendar days. Compensation for Union provided training will be sourced from the Industry Advancement Training Fund (IAT).
- D. The Union or its Agents will furnish each such required competent workmen or skilled mechanics entered on their lists to the Employer by use of a written identification, and will furnish such workmen or skilled mechanics from the Local Union listing in the following priority:
 - 1. Local workmen designated by name by the Employer who have worked for the Employer within the Union's work and area jurisdiction during the preceding five (5) years, provided they are available for employment.
 - 2. Workmen who have worked in the Unions work and area jurisdiction for the Employer during the previous seven (7) years, and are available for employment, shall have seniority over those registered on the open and non- Discriminatory employment lists and who have not worked in the unions area jurisdiction.
 - 3. Workmen entered on the open and non-discriminatory employment lists of the Union will be referred to the Employer signatory to this Agreement in the event workmen are not available in the (a) and (b) category.
- E. Workers employed but not properly dispatched by written referral for work covered by this Agreement shall be removed immediately at the request of the Union, in writing, to the Employer. A worker so removed shall be paid only for the hours worked.
- F. Any individual who is rejected by the Employer shall not be re-referred to the Employer who has notified the Union in writing not to refer said workman for re-employment. The Employer will be the sole judge of the qualifications of all its employees.

SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY

- A. It is mutually agreed by the Employers and the Union to fully comply with all the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order Numbers 10925, 11114, and 11246, and the California Fair Employment Practices Act, to the end that no person shall, on the grounds of sex, race, color, age or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of this Agreement, and no person shall be subjected to discrimination by reason of physical impairment subject to the provisions of Section 12.

- B. In the event the Union is unable to refer applicants for employment to the Employer in sufficient number from each of the minority groups represented within the local area, as may be necessary to enable the Employer to fully comply with minority hiring requirements imposed by his construction contract with any federal, state or governmental body, commission, or agency, or to enable the employer to fully comply with all laws, presidential executive orders, regulations, rules, directives, or orders which cover minority hiring and which are applicable to the employer, then in any such event the employer shall be free to directly recruit from any source in accordance with the provisions contained in Section 14 such number of minority applicants acceptable to the Employer as may be necessary to satisfy the employer needs to effect such compliance.

SECTION 16
JURISDICTIONAL DISPUTES

- A. During the term hereof, there shall be no strikes, slowdowns, or stoppages of work occasioned by jurisdictional disputes between the Union and any other Unions, and that all employees covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with employees represented by other unions without regard to past, present, or future disputes on jurisdictional claims.
- B. When making work assignments, the Employer shall make reasonable efforts to assign the work in accordance with existing inter-craft agreements between the Union and any other Unions with which the Employer may become signatory. In the absence of inter-craft agreements, the past practice of the area will prevail.

SECTION 17
STRIKES AND LOCKOUTS

- A. It is the purpose and intent of the Employers and the Union that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the Grievance and Arbitration Procedures, and the Union agrees that neither they nor its Officers, Agents, members, nor employees represented by them will engage in, authorize, instigate, or aid work stoppages or strikes, interruptions, slowdowns, or other impeding of the work during the terms of this Agreement. The provisions of this Section extend to all sympathy strikes affecting the Employer's operations, and to all strikes aimed at other Employers who are working upon, or making deliveries to, the employees' jobsite. Further the Union will use its best efforts to prevent, halt, terminate, and minimize the effect of any work stoppages, strikes, interruptions, slowdowns, or other impeding of the work.
- B. The Employers agree not to lock out any employees whose work is covered by this Agreement.

SECTION 18
PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

- A. All grievances or disputes shall be brought to the attention of the Employer within ten (10) working days of the occurrence giving rise to the dispute, or it shall be waived. Should a grievance or dispute arise on the jobsite, it shall be processed in the following sequence, using the number of steps necessary to dispose thereof.

B. All grievances will be processed in the following sequence:

1. The grievant will submit the grievance to the Union Steward or Business Agent, who shall immediately report it to the Employer. The Union shall submit grievance in adequate time to permit the Employer to respond appropriately.
2. The Union Steward or Business Agent will attempt to resolve the grievance with the Employer designated representative.
3. In the event the grievance or dispute has not been settled between the Union and the Company within ten (10) working days, following the submission of the grievance to the Employer, the matter may be referred to arbitration by either Party by the giving of written notice to the other of its intent to arbitrate the grievance.

C. Conference Board:

1. There shall be a conference board of three (3) members, one appointed by the Union, one appointed by the Employer signatory to this binding Agreement, and one neutral - member, who shall be Chairman.
2. The purpose of the Conference Board is to settle disputes or grievances referred to it and to interpret this Agreement. The Conference Board is to be limited to these purposes, and shall hear cases and render decisions based solely upon interpretation of this Agreement.
3. The members of the Conference Board appointed by the Union and the Employer shall attempt to mutually agree upon a neutral to serve as a Chairman for the particular grievance. In the event that members have not been able to agree upon a Chairman within ten (10) days from the date the matter is submitted to the Conference Board a list of seven (7) potential neutral Arbitrators shall be requested from the Federal Mediation & Conciliation Service. The Union and Employer appointed members shall take turns striking names from that list until only one name remains. The first to strike shall be determined by the flip of a coin. The remaining name shall be the name of the Chairman of the Conference Board for purposes of resolving the grievance for which he/she was selected.
4. The Conference Board will convene upon request of the Employer acting for itself or upon the, request of the union using the following procedures:
 - a. If the request is initiated by the Union, upon written request to the Employer.
 - b. If the request is initiated by the Employer, with a written request to the Union.
5. A quorum requires that there be one (1) Union Representative, one (1) Employer representative and the Chairman present. Each shall have one (1) vote.
6. Any expenses incurred by the Conference Board shall be paid equally by the Union and the Employer, regardless of the decision.
7. Voting on any grievance or dispute or any other proposition shall be done in Executive Session only and no record of the distribution of votes shall be kept or distributed.

8. The Conference Board shall remain in session, exclusive of recess, until it has arrived at a decision.
9. The determinations of the Conference Board are final and binding upon the Parties. There shall be no appeal.
 - a. A simple majority vote is required to dispose of items on the Agenda.
 - b. The Conference Board shall have the right to discovery on specific cases subsequent to convention for the hearing on that specific case.
 - c. The grievance procedure is limited to the employer signatory hereto.
 - d. There shall be no attorneys, court reporters, or recording devices of any type at the conference board hearings.

SECTION 19 **PAYMENT OF WAGES**

- A. All wages due employees must be paid weekly on a designated payday by the employer on the jobsite prior to end of the employees' shift.

Prior to payment of wages, the Employer may require the employees to sign a time card confirming the accuracy of said time card. Should the Employer's payday fall on a legal, recognized holiday, the Employer may pay his employees on the next regularly scheduled workday, however, reasonable effort will be made by the Employer to pay his employees prior to the holiday.

- B. The Employer shall provide with each payroll check, an itemized check stub showing separately each contribution and deduction made for the payroll period covered by the check, or a separate statement showing the name and address of the Employer, with each payroll check showing separately regular deductions, the rate of pay, straight time, and overtime hours worked for the payroll period and ending date. Each check shall show the name of the employee.
- C. Upon layoff or discharge for any reason, the employee shall be paid immediately in full.
- D. Healthy Workplace Health Family Act of 2014

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, 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 Agreement.

SECTION 20 **WORK PERIODS**

The following working rules shall govern the employment of employees performing all work covered by the terms of this Agreement.

A. **Workday/work week:**

Notwithstanding provisions contained elsewhere in this Agreement, the following provisions shall govern work performed under the terms of this Agreement.

1. Eight (8) consecutive hours exclusive of meal period shall constitute a day's work between the hours of 5:00 a.m. and 6:00 p.m.
2. Forty (40) hours, Monday through Friday, shall constitute a week's work.
3. Except as otherwise provided for in this Agreement, all time worked before 5:00 a.m. Or after 6:00 p.m., or all time worked in excess of eight (8) hours per day and forty (40) hours per week, and all time worked on Saturday, shall be paid for at the time and one - half (1-1/2) rate.

All time worked on Sunday or holidays shall be paid for at double (2X) the straight time rate of pay. After 12 consecutive hours worked, shall be paid at the applicable overtime rate.

4. **Meal Periods:**

- a. Employees have the right to a thirty (30) minute meal period by the fifth (5th) hour of their shift. If the total shift is six (6) hours or less, the employee and Employer can waive the meal period by mutual written consent of Employer and employee.
- b. 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 ten (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by written mutual consent of Employer and employee only if the first meal period was not waived.
- c. In all places of employment, the Employer shall provide an adequate supply of potable water, soap, or other suitable cleansing agent and single use towels for hand washing.
- d. Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents employee from being relieved of all duty and when by written agreement between the Parties an on-the-job paid meal period is agreed to and complies with Labor Code Section 512.
- e. Should the employee not receive the meal period as due, the employee shall be paid a "penalty" equal to one hour's base wage (no fringes or vacation). This penalty hour shall not be included in that days' time worked in calculating straight and overtime hours. All grievances/disputes arising from the clause shall be subject to settlement through Section 18 Procedure for Settlement of Grievances and Disputes.
- f. The meal period language of the Agreement which expired in 2010 will remain in effect and govern meal periods, rest periods, the taking thereof and related subjects through 12/31/2010. Effective 01/01/2011, when the new law, AB 569, and the new wage order take effect and thereafter, the language set forth above shall govern.

5. **Make - Up Day** - in the event of inclement weather; power/blackout problems; major breakdown or suspension of project or portion thereof, which is beyond the Employer's control and where the regular employee lacks the necessary hours to complete

this forty (40) hours in any one (1) week, on a voluntary basis the employee may work up to an eight (8) hour straight time shift on Saturday. The make - up day shall apply to special or multiple shift arrangements. Any work performed on a Saturday that exceeds the employee forty (40) hours for that week shall be paid for at the appropriate overtime rate.

6. The Employer may, with notice to the Union signatory hereto, and where a majority of the employees of the affected craft on the jobsite concur, establish a special straight time or multiple shift arrangement calling for four (4) ten (10) hour days to run consecutively, except for inclement weather, major breakdown or suspension of the project in which case an additional ten (10) hour day (Friday or Saturday) may be utilized to complete the forty (40) hour week.

B. Multiple Shifts:

1. When so elected by the Employer, multiple shifts may be worked for five (5) or more consecutive days, provided that the Union is notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided, however, that the men working on such multiple shifts shall not be interchangeable with those working on a single shift basis. 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.
2. Where the Employer performs lubrication or repair on equipment outside of the regular single-shift operation, employees performing such work shall be considered working on a multiple shift basis and receive eight (8) hours pay for eight (8) hours worked at straight time pay, Monday through Friday. Employees performing work covered by this Paragraph b 2, shall receive a \$.50 per hour premium when performing such work during nighttime hours. Maintenance and service shifts 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 (1) day or Saturday, Sunday, and Holidays, shall be paid for at the appropriate overtime rate.
3. When two (2) shifts are worked, each shift shall work eight (8) 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 the above specified worked shifts in any one (1) day or Saturday, Sunday, and holidays, shall be paid for at the appropriate overtime rate.
4. When three (3) shifts are worked, each shift shall work seven and one-half (7 1/2) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid Monday through Friday. However, when the day shift starts between the hours of 6:00 a.m. and 8:00 am., that shift shall work eight (8) consecutive hours, exclusive of meal period, and the second and 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 the above specified worked shifts in any one day or Saturday, Sunday, and Holidays, shall be paid for at the appropriate overtime rate.

5. Any time worked from Friday midnight to Sunday Midnight or on holidays, or in excess of the regular shift hours, shall be paid for at the overtime rate, except as provided in paragraph b 6 of this Section.
6. 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. Special Shifts:

1. It is agreed that the Employer and the Union may mutually agree, in writing, upon different starting or ending times for any of the above-mentioned shift arrangements.
2. 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.
3. Where the Employer produces evidence in writing to the Union of a bona fide job requirement for work that can only be performed outside the regular day shift due to safety conditions or other requirements, in such case an employee shall work eight (8) consecutive hours exclusive of meal period for which he shall receive eight (8) hours straight time pay, Monday through Friday. All time worked or hours paid for after eight (8) hours worked or paid for in any one (1) day, or Saturday, Sunday, and Holidays, shall be paid for at the appropriate overtime rate. In addition, when the above conditions exist and it is necessary to begin or end a shift during the hours specified in Paragraph b 6 of this Section (for Sunday work) in order for an employee to complete a forty (40) hour work week, 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 at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work.

D. 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, they shall be paid a minimum of eight (8) hours in accordance with Section 20 C 3 hereof and shall be considered as working a special shift.
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.

E. Special Remodeling Shift:

When maintenance or remodeling work cannot be performed on the regular day shift at retail stores because of the fact that these establishments are not able to suspend their retailing operations during the day, a special single shift may be utilized. This shift may start at any time Monday through Friday. Employees on this shift will work eight (8) hours, for which they shall receive eight (8) hours pay. Any work performed during the hours of regularly established Holidays covered by this Agreement or on Saturdays or Sundays shall be paid for at the

appropriate overtime rate. Workmen called out to work on this special shift arrangement, or who start work, shall receive not less than four (4) hours pay at the appropriate rate, and workmen employed more than four (4) hours shall receive eight (8) hours pay at the appropriate rate. Paragraph a 5 of this Section 20 shall apply to work performed on special remodeling shifts.

SECTION 21
SHOW-UP TIME

- A. A workman will be paid two (2) hours show-up time when he has been dispatched in accordance with this agreement and has reported for work at a starting time established by the employer, and when no work is provided.
- B. A workman will not be paid show-up time when:
 - 1. The Employer has notified the Union, in writing, not to refer said workman for re-employment.
 - 2. He fails to report by the starting time established by the Employer and specified at time of ordering the workman. The Employer may waive this paragraph by hiring the workman, regardless of time of reporting.
 - 3. He reports for work in unfit condition or without proper tools, referral, or credentials.
 - 4. He is unable or refuses to perform the specified work for which he was requested, in which case the Employer or his Representatives shall immediately notify the Union. If the employee is unable to perform the specified work for which he was requested, he shall be paid only for actual time worked.
 - 5. He has been notified before the end of the last preceding shift not to report.
- C. Exceptions to (a) and (b) above: in the event of inclement weather, major breakdown or suspension of the project or portion thereof which is beyond the Employer's control, the Employer will make a reasonable effort to notify employees not to report and no show-up time will be paid. Each Employer shall establish a policy concerning employees reporting for work during inclement weather. Such policy shall be communicated in writing to the Union. The employer's policy maybe varied on a project basis by written notice to the Union. When employees report and are put to work, and work is discontinued because of inclement weather, major breakdown, or suspension of the project which is beyond the Employer's control, they shall receive pay for the actual hours worked.
- D. An employee discharged for incompetence shall receive pay for the actual hours worked, but not less than two (2) hours.
- E. Notwithstanding provisions contained elsewhere in this Agreement, and except as provided in (3) and (4) above, any 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 six (6) hours pay, and if more than six (6) hours are worked in any one day he shall receive eight (8) hours pay.
- F. On overtime days, whenever employees work more than four (4) hours, they shall be paid only for actual hours worked at the overtime rate.

- G. Employees shall travel to and from work on their own time and by means of their own transportation. No employee shall be required to furnish to the Employer transportation of the employer's tools, materials, or equipment of any kind.

SECTION 22
HOLIDAYS

The following days are recognized as Holidays:

New Year's Day	Presidents' Day	Memorial Day
Independence Day	Labor Day	Veterans' Day (November 11)
Thanksgiving Day	Day after Thanksgiving	Christmas Day

If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal Holiday. Work on such days shall be paid at the double time (2X) rate. No work shall be required on Labor Day except in cases of extreme emergency when life or property is in imminent danger.

SECTION 23
PARKING

In the event free parking facilities are not available within three hundred and fifty (350) yards of a job site, the Employer will provide such facilities and 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.

SECTION 24
TRANSPORTATION

- A. Employees shall travel to and from work on their own time and by means of their own transportation. The employer shall not require, directly or indirectly, an employee covered by the terms of this Agreement to furnish a pickup or other conveyance to transport the Employer's tools, materials or equipment of any kind.

B. Subsistence:

Subsistence will be \$30.00 a day. Any work to be done within the Teamsters Local 166 Subsistence Area Map will be entitled to \$30.00 a day. See map enclosed.

SECTION 25
SUBCONTRACTORS

- A. The Parties recognize the desire and the need of employees who have been long time members of organized labor to toil alongside employees with similar principles and goals. They further recognize that such employees are persons who have undertaken economic action or have given

moral and financial support to others who have taken such action, and thereby suffered financial deprivations for the common good, for the purpose of raising to the current level the standards of all employees in the construction industry.

Additionally, the Parties recognize that employees who have this common bond wish to be assured that job sites upon which they are employed or will be employed are staffed with employees who have not acted in a manner to undermine the economic battle of wages, hours, and other conditions of employment.

- B. In consideration of the foregoing, the following provisions shall be adhered to respecting subcontractors:

A subcontractor, for the purpose of this Agreement, is defined as any person, firm, corporation, or other entity holding a valid state contractor's license when required by law, to perform work covered by this Agreement and who employs workmen as employees to perform services covered by this Agreement, including the performance of labor and/or furnishing and/or installing material, or the operation of equipment. All employees of subcontractors will perform work at the appropriate hourly rate and will be reported to such Trust Funds as required by the Collective Bargaining Agreement. Failure of a subcontractor to obtain or maintain a valid State Contractor's license required by law shall not excuse compliance by the Employer or Subcontractor with the provisions hereof.

- C. The Employers agree that he or his Subcontractors will employ one (1) or more employees who are represented by the Union, on each job site on which he or his Subcontractors perform work of the type covered by this Agreement, at all times when such Subcontractor is engaged, and that neither the Employer nor any of his Subcontractors on the jobsite will subcontract any work covered by this Agreement, except to a person, firm, or corporation, party to a current Labor Agreement with the Union party to this Agreement.

- D. In the event the Employer's subcontractor does not pay the wages, benefits, or Trust Fund contributions required by this Agreement, the Employer shall become liable for the payment of wages and benefits to the Subcontractors employees and for the payment of Trust Fund contributions to the Trust Funds, without regard to whether any specific employee enjoys the benefit of contributions, whichever is applicable.

- E. The Employer shall provide in his contract with the Subcontractor, the following provision:
"The Subcontractor accepts and agrees to be bound by the provisions of the Master Labor Agreement for San Diego County between the Engineering & General Contractors Association, Southern California Contractors Association, San Diego Chapter Inc., and the Union signatory hereto specifically agrees to be bound by the procedures for settling jurisdictional disputes as set forth in the said Collective Bargaining Agreement. The Subcontractor agrees that it will bind its Subcontractor to said procedures and Collective Bargaining Agreement in the same manner and to the same effect as provided with respect to it."

- F. It is mutually understood and agreed that there shall be no contracting with individual workers for any work to be performed by an individual worker in any classification under the jurisdiction of the Union in contravention of any term or provision of this Agreement.

1. An employer shall not permit subcontracting by Subcontractors without his knowledge and permission in writing, and not without requiring compliance with this Agreement in writing.

2. It is the intent of this Section and of this Agreement to comply with the provisions of the Amended Labor Management Relations Act, and in particular, with the construction industry exemption contained in the first provision to Section 25 (e) thereof. This Section shall be enforced only by such means and in such a manner as is provided or permitted by appropriate state or federal law.
3. In the event that enforcement of Paragraph "A" herein is restrained by an injunction by the United States District Court or otherwise, Employer agrees that he/it will not subcontract any jobsite work, except to a Subcontractor whose labor costs on such job at all times during the term of his subcontract, are not less than those of Employers performing similar work to that covered by this Agreement, including, but not limited to, costs of subsistence, vacation, holiday, medical, hospitalization, wages, premiums, dental, life insurance, and retirement benefits as provided by this Agreement. The Employer shall require each such Subcontractor to weekly supply to Employer, who will then upon request, make available to the Union, a copy of the Subcontractors certified labor costs for such job, and shall require each such Subcontractor to submit to an audit of those labor costs by a Certified Public Accountant upon the request of the Union. Failure to comply with this provision shall entitle the Union to seek judicial review upon written notice to the Employer and the Subcontractor to compel the suspension of such subcontractors work until there has been compliance, together with attorney's fees for the bringing of such action.

- G. The Employers and the Union recognize the difficulty in obtaining competitive bids to subcontract work in the field of curb, sidewalk, landscaping (not including hydro seeding or similar process), slurry sealing, or paint striping.

The Parties agree: When it can be demonstrated by the Employer that signatory Subcontractors are not available or decline to bid their work competitively, and none of the Employer's employees are replaced or displaced from work, the Employer may subcontract such work to any Subcontractor in accordance with State and Federal law.

SECTION 26 **WAGES**

Classification and pay rate shall be those listed on Appendix "A" **and Appendix "A-1"** to this Agreement. Fringe benefits are listed on Appendix "B" **and Appendix "B-1"** to this Agreement.

The Employer may transfer employees from one classification to any other classification within the Union's jurisdiction at any time provided the employee shall receive for the entire day the rate of pay of the highest classification in which he worked that day.

SECTION 27 **PUBLIC WORKS PROJECTS COVERED BY THE DAVIS BACON ACT AND RELATED STATUTES OR THE CALIFORNIA LABOR CODE SECTION 1720 ET SEQ**

- A. In the event that the Employer bids and contracts for a public job or project by a Federal, State, County, City, or other public entity which is to be performed at a predetermined and/or prevailing wage rate, established by the California Department of Industrial Relations or the Secretary of the United States Department of Labor, the predetermined or prevailing wage

rate established for the Project shall be adopted as the wage and fringe benefits required to be paid under this Agreement for that project only. In the event that the predetermined or prevailing rate for a project changes during the life of the Project, any such change shall immediately be adopted as the wage and fringe benefits required to be paid under this Agreement.

- B. If there is an increase in fringe benefit contribution rates under this Agreement during the life of a public works project, the fringe benefit rate increase shall not apply to Contractors working on predetermined or prevailing wage projects unless the fringe benefit rate increase is incorporated into the predetermined or prevailing rates established for the project.

SECTION 28
CREW COMPOSITION AND SIZE

Crew composition by classification shall be designated at the discretion of the Employer.

SECTION 29
CONSTRUCTION INDUSTRY ADVANCEMENT TRAINING FUND

- A. For the purposes of protecting and promoting the interests and welfare of the Construction industry, its individual Employers, and employees, the Parties hereto have established] a Construction Industry Advancement Training Fund. The Employer may pay into the Construction Industry Advancement Training Fund the sum listed on Appendix "B" for all hours worked by employees pursuant to the terms of this Agreement upon thirty (30) days written notice from the Association, such contributions shall either:

SECTION 30
ADA COMPLIANCE

The Union and the Employer recognize that significant legal obligations have been imposed on Employers by the Americans with Disabilities Act (ADA). It is further recognized that the extent of these legal obligations and the way in which they must be met is presently unclear. The Union agrees, on behalf of itself and employees it represents, to cooperate with the Employer to ensure that the requirements of the ADA are complied with in the event problems arise over the application over ADA with the terms of the Agreement. The provision of Section 30 shall apply.

SECTION 31
GENERAL SAVINGS CLAUSE

It is not the intent of either Party hereto to violate any laws, rulings, or regulations of any governmental authority or agent having jurisdiction over the subject matter of this Agreement. The Parties hereto 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 regulation they will promptly enter into lawful negotiations concerning the substance thereof. If any part or parts are held or determined to be void or illegal, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void render the balance of the Agreement inoperable.

SECTION 32
TEAMSTERS WORKING RULES

A. Foreman:

1. When only Teamsters are employed on a major segment of a project, and the Employer determines that a Foreman is required, such Foreman will be a Teamster.
2. When an Employer employs on his payroll on a jobsite, nine (9) or more Teamsters operating equipment under the jurisdiction of the Teamsters, excluding pickups and maintenance equipment, the Employer shall designate one (1) of them as Teamster Craft Foreman, and such Foreman may be a Working Foreman.
3. The Teamsters Foreman shall receive one dollar (\$1.00) per hour above the highest paid classification under his supervision.

B. Owner Operator:

1. Owner-operator is an individual that holds legal or registered title to a motor vehicle or to the power equipment unit thereof in his name and who personally drives such vehicle unit in the performance of work covered by this Agreement.
2. The Employer shall secure and retain from each owner-operator used by him all of the following with respect to the vehicle unit which the owner-operator drives on the job:
 - A. Registered or legal title.
 - B. Liability insurance policy on the vehicle naming the operator as the insured.
 - C. Driver's license.

A special equipment plate shall not suffice as registered or legal title.

3. The Employer or Subcontractor shall notify the Local Union with area jurisdiction at the start of the job that the contractor is engaging owner-operators on the job. Within forty-eight (48) hours after the owner-operator begins work on the job, the Contractor will notify the Local Union of the name and social security number of the owner-operator.
4. Upon request of the Union, the Contractor shall make available a copy of his equipment usage agreement with the owner-operator.
5. It is further agreed that the Contractor will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this Master Labor Agreement.
6. It is recognized that many Owner-Operators have executed "Short Form" Agreements with the Teamsters Union, which incorporates by reference provisions of this Master Labor Agreement. The provisions of such "Short Form" Agreement shall be applicable to said Owner-Operators only in their capacity as Employers, i.e., when such Owner-Operators are employing one or more employees. When Owner-Operators are working on a job covered by this Master Labor Agreement their employment shall be covered by the Owner-Operator clause of this Agreement.
7. If a Contractor through the grievance procedure is found violating any portion of this Article, the Joint Adjustment Board or the Impartial Chairman, as described in Article V, shall require the Contractor to immediately pay compensatory damages for each Owner-Operator with

respect to whom the Contractor is in violation in an amount equal to the sum of health and welfare and pension contributions, under the terms of this Agreement, for eight (8) hours for each day or. Portion thereof the violation occurred, such damages to be made payable to the Construction Teamsters Security Fund by check promptly mailed to the respective Local Union. The Joint Adjustment Board or Impartial Chairman may also grant such further relief as may be deemed appropriate. Notwithstanding any other provision of this Agreement, the sole and exclusive remedy of any violation of this Section 32 shall be sought under the provision of Section 18 of this Agreement.

8. **Separability.** If any paragraph of this Section 32 should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any paragraph of this Section 32 should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or paragraph to persons or circumstance other than those as to which it has been held invalid or as to which compliance with or enforcement of, has been restrained, shall not be affected thereby. Should the foregoing eventually arise the parties agree to negotiated substitute paragraphs or articles upon sixty (60) days' written notice by one to the other. In the event the Parties fail to reach agreement within sixty (60) following the beginning of such negotiations, wither party shall be free to take whatever economic or legal action it may deem necessary in support of its bargaining position, notwithstanding the no strike provisions of this Agreement; provided, however, that the Party initiating such action shall give to the other Party a fifteen (15) day written notice of intention to take such action.
 9. Notwithstanding any other provision of this Agreement, this Section 32 shall be applicable only to Owner-Operators performing (or who, upon their employment, will be performing) work to be done at the site of construction, alteration, painting, or repair of a building, structure, or other construction work.
 10. The Parties to this Agreement agree that the provisions of this Article were not intended to apply, and do not apply to off road water pulls, articulating dump trucks or articulating water trucks.
 11. Disagreement over interpretation or application of this Article shall be subject to the Grievance and Arbitration procedure as described in this Agreement.
- C. **Special Working Rules and Conditions for Contractors Permanent Shops and Yards:**
Work performed in the contractor's permanent shops and yards shall be subject to the terms and conditions of this Agreement, and shall conform to the provisions contained in Section 20 herein.
- D. **Greasing and Fueling:**
On a grease and fueling truck, when an engineer oiler and a Teamster fueler work interchangeably servicing trucks and their equipment, the rates and hours shall be identical.
- E. **Teamster-Engineer Shift Work:**
Teamster employees working on a phase of a project with Operating Engineers will work the same shift arrangement, except as provided for in Section 20 hereof where the contractor schedules a Saturday make-up day and/or a four (4) day ten (10) hour per day shift arrangement.
- F. **Tools and Tool Security:**
 1. Wrenches over two (2) inches and socket wrenches more than three-quarter (3/4) inch drive, and all torque wrenches, shall be furnished by the employer.

2. The individual Employer shall provide at each yard or jobsite, a secure place where his Teamster Mechanic and/or Helper may keep his tools. If all or any part of a Teamster Mechanic and/or Helper's kit or working tool lost by reasons of the failure of the individual Employer to provide such a secure place, or by fire, flood, or the involving forcible entry while in the secure place designated by the individual Employer, the individual Employer shall reimburse such Teamster Mechanic and Helper for any such loss, subject to a minimum loss of \$50.00 and a maximum loss of \$8,500.00. In order to obtain the benefits of this Paragraph, a Teamster Mechanic and/or Helper may be required to provide the individual. Employer with the inventory of his tools at the time he commences work and an additional inventory every three (3) months.

G. Movement of Equipment:

When equipment is moved from one construction job to another, or from yard to jobsite, or vice versa, by an employee covered by this Agreement, such transportation shall be under the wage scale and conditions of this Agreement. In addition, the driver transporting such equipment will be paid reasonable expenses incurred on such trip and will be given return transportation or a reasonable allowance, therefore, from the point of delivery of the equipment direct to his starting place, and pay therefore at the regular straight time hourly wage rate for the actual hours spent in traveling; provided, that he shall not be paid more than eight (8) hours straight time pay at his regular wage rate.

H. Assigned Equipment Overtime:

The individual employee or crew regularly assigned to a piece of equipment shall be given preference when available, and ability being comparable when the piece of equipment is required, to do overtime work.

I. Fines:

The Employer will pay fines resulting from overloading trucks when same has been done under the direct orders of the Employer or any of his Agents authorized to issue such order.

J. Pick-up Truck:

Pick-up trucks other than those substantially used by job Foremen and Superintendents when used for the purpose of hauling supplies or materials to or on the jobsite, including pulling light trailers with supplies or materials and/or by any other motive power on the jobsite, the driver is to be a Teamster.

K. Drivers Assigned to Trucks:

Truck drivers may load and unload the truck they are assigned.

L. Bootmen's Clothing:

Employers to furnish oilskins, jacket and trousers, rubber boots and gloves to bootmen working on road oilers.

M. Warranty Clause:

Nothing in this Agreement shall limit the right of contract to utilize machinery and equipment dealers to perform major repairs and warranty work on machinery and equipment on/ off the jobsite. All other maintenance and repairs which are normally and customarily performed by persons in the classification of repairman shall be performed by employees covered by this Agreement.

N. Asphalt and Material Plants:

Work performed at the Employer's asphalt and material plants shall be covered under the terms of this Agreement and shall conform to Section 20 hereof.

O. Group Classification:

1. Group I (see Appendix "A")

Swampers, helpers, fuelman (fueler without trucks), mechanic trainee and delivery by pickup trucks.

Group II

2 axle dump trucks

2 axle flat bed

Bunkerman

Concrete pumping truck

Industrial lift truck

Motorized traffic control, pick-up truck on jobsite

Truck repairman helper

Welder helper

Warehousemen

Warehouse clerk

Forklift under 15,000 lbs

Group III

2 axle water truck

3 axle dump truck

3 axle flat bed

Erosion control nozzleman

Dump crete truck less than 6 1/2 yards

Forklift 15,000 lbs. And over

Prell truck

Pipeline work truck driver

Cement distributor, or slurry driver

Bootman

Ross carrier

Group IV

Off-road dump trucks under 35 tons mfg rated capacity

4 axles but less than 7 axles

Low-bed truck and trailer

Transit mix trucks under 8 yards

3 axle water trucks

Erosion control driver

Grout mixer truck

Dump crete 6 1/2 yards and over

Dumpster trucks

DW 10's, 20's and over

Fuel truck and dynamite

Truck greaser

Truck mounted mobile sweeper

Winch truck 2 axles

Group V

Off-road dump trucks 35 tons and over mfg rated capacity
7 axles or more
Transit Mix Trucks 8 yards and over
A frame trucks or swedish cranes
Tireman
Welders
Winch truck 3 axles or more
Road oil spreader

Group VI

Off road special equipment (including but not limited to water pull tankers, atthey wagons, DJB, B70 euclids or like equipment)

Group VII

Repairman

1. The Employer and the Union may agree upon terms and conditions of employment for temporary employees whose work is not within the jurisdiction of the Union, or within any classification of the Agreement.

2. **Dual Cards:**

- A. When the Employer requires the employee to carry dual union cards, the employee will receive \$.15 per hour above the rate of the higher classification. The employee will obtain work referral from both Unions involved.
- B. The Parties to this Agreement acknowledge the practice of requiring some employees to carry dual union cards. The need for this practice is primarily in a small employee work force Union where Teamsters may perform work in other Union jurisdictions.
- C. In order to avoid adverse selection resulting from multiple health and welfare fund designation, the Parties agree that a dual card employee must make a permanent one-time designation of the pension fund which will provide his retirement benefits. This designation must be made at the time he becomes a dual card employee and must be made on a benefit fund election form, a copy of which, if applicable to the Western Conference of Teamsters Pension Fund must be forwarded to the Trust administrative office.

P. Overtime:

All overtime rates are at time and one-half (1 ½) except Sunday and Holidays which are double time (2X). After 12 consecutive hours worked shall be paid at the applicable overtime rate. When Teamsters are working on an integrated basis with other crafts or trades, they shall be compensated on the same premium overtime conditions as the trade or craft with which they are working on an integrated basis, except as provided for in Section 20 hereof, where the Contractor schedules a Saturday make up day and/or a four (4) day, ten (10) hour per day, shift arrangement.

Q. Vacation-Holiday Sick Pay Fund:

The Employer agrees to continue to pay the amount prescribed in Appendix "B" of this Section 32 into the Union Yes Federal Credit Union Vacation- Holiday Sick Pay Fund for each hour worked by or paid to employees in all teamsters' classifications.

1. **Teamster Vacation:**

The employee may take time off for a vacation; however, the time to be taken off shall be mutually agreed upon in advance by the employer and the employee.

R. **Health and Welfare:**

The Employer agrees to pay into the Teamsters Health and Welfare Trust of San Diego County, the amount designated in Appendix "B" of this Section 32 for each hour worked or paid to employees in all Teamster classifications. The Employer further accepts all of the terms and conditions of said Trust as amended and agrees to be bound thereto in every way, including the obligation to make the required periodic contributions and payments.

S. **Pension Plan:**

1. The Employer agrees to continue to pay into the Western Conference of Teamsters Pension Trust Fund, the amounts designated in Appendix "B" of this Section 32 for each hour worked or paid to employees in all Teamsters classifications.

The Employer and the Union agree to execute the necessary trust documents required by the Trustees of the Western Conference of Teamsters Pension Trust as a condition of participation in such Trust. The Employer hereby accepts, ratifies, and becomes bound by the terms of that certain Agreement and Declaration of trust executed April 26, 1955, as amended, and as it shall be amended, the same as though he were signatory thereto.

It is understood that the Employer's obligation under Western Conference of Teamsters Pension Trust provisions of this Agreement are satisfied by the payment of the contributions as described above.

2. The Employer agrees to pay into the San Diego County Construction Supplemental Pension Trust through the designated Administrator, the amount designated in Appendix "B" of this Section 32 for each hour worked by or paid to employees in all Teamster classifications.

The Employer hereby accepts, ratifies, and becomes bound by the terms of that certain Agreement and Declaration of Trust, as amended, and as it shall be amended, the same as though he were signatory thereto.

T. **Assignment Clause:**

This Agreement will in no way negate existing jurisdictional Agreements between crafts.

U. **Working Assessment:**

The Employer shall pay the amount designated in Appendix "B" of this Section 32 for each hour worked or paid to each Teamster employee into a working Assessment fund.

V. **Training and Retraining Program:**

The Employer agrees to pay into the San Diego County Construction Teamsters Training and Retraining Trust Fund the amount designated in Appendix "B" of this Section 32 for each hour worked or paid to employees in all Teamster classifications. Effective March 1, 2014, this Training and Retraining Program has been suspended and said Employer contributions have been diverted to the Supplemental Pension Program until further notice and agreement between the signatory Parties.

W. **Physical Exams - Labor Code:**

Any Employer who requires, as a condition of employment, that an employee has a driver's license shall pay the cost of any physical examination of the employee which may be required

for issuance of such license, except where the physical examination was taken prior to the time the employee applied for such employment with the Employer (added by stats. 1971, Ch. 1279.)

X. All factors being equal, length of service with the Employer may be considered the key factor with respect to the assignment of equipment, shifts, and layoffs.

Y. Working Assessment Deduction:

1. In order to more fairly apportion the burden of the expense of the operation of the Union between its members who are working and those who are not, the Union has adopted, pursuant to its Constitution and By Laws, a working assessment check-off program based upon the number of hours actually worked by each of its members. It is the intent of the Parties that this working assessment check-off program shall conform in all respects with the spirit and letter of the provisions of §§302(c) of the Labor Management Relations act of 1947, as amended.
2. Upon an employee's voluntary written assignment, the Employer shall deduct from the salary or wages of such employee and pay to the Union on the first (1st) day of each month, but no later than the tenth (10th) day of each month, union membership working assessment in the amount designated in Appendix "B" of this Section 32 for Teamsters for each hour actually worked by or paid to such employee. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignments. All deductions shall be made in conformity with Local, State and Federal laws.
3. Each Employer who is a party to this Agreement hereby nominates and appoints the Administrator of the Union Benefit Funds as its Agent to receive all written assignments for wage deductions, for working assessment from members of the Union, and to receive all revocation thereof. The Employer shall transmit the working assessment deducted from wages unless it has received notification from the Union to the contrary, and deposit such sums with the Administrator of the Benefits Funds and report the same in accordance with procedures agreed upon by the Administrator of the Benefit Funds of the Union.
4. The Union shall indemnify and hold each Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any erroneous wage deductions for working assessment from an Employer, unless the Union had at the time of dispatch notified in writing the Employer of the non-existence of such wage assignment, or unless the Employer had theretofore been notified in writing by the Administrator of either the lack or lapse of such wage assignment.

Z: Off Site Coverage:

1. The employer agrees to apply this paragraph Z to all classifications set forth in paragraph O of this Section except cement distributor, erosion control driver, dump concrete trucks, off-road dump trucks, transit mix trucks, dumpster trucks, DW 10's, 20's and over, and A-Frame trucks.
2. The Employer agrees that with respect to work which is not entirely job site work and which is neither site preparation nor road/bridge construction, the following sections of the master labor agreement shall apply:

Sections 1, 2, 3, 4, (except the first sentence of Paragraph 2), 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 - (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z) (AA) (BB)

AA. Paving jobs:

Should any paving or paving maintenance job, and only a paving or paving maintenance job, by necessity and bid document, specification, or solicitation, require that the paving portion of the job be performed on a Saturday, and/or Sunday, Section 20 A 3, 20 B 5, 25 A, 25 B, and 25 C, shall not apply for that work only.

1. For paving work performed between 5:00 A.M. and 6:00 P.M., employees performing that work shall be paid at their straight time wage and fringe benefits.
2. All paving work before 5:00 A.M. And/or after 6:00 P.M., or in excess of eight (8) consecutive hours, exclusive of meal period, and all such work performed on a Saturday and Sunday in excess of forty (40) hours per week, shall be paid at the rate of time and a half (1 ½).
3. The Employer shall perform work covered by this Section only with its own employees. In order to increase job opportunities for Local 36 members, the Employer shall not subcontract work covered by this Section to anyone except by mutual consent of the Parties to this Agreement.
4. At least one (1) day prior to commencement of the paving work on a Saturday or Sunday, the Employer must call a pre-job conference and present to the Union Representative an appropriate bid or other document sufficient to satisfy the Union that the paving work must be performed on a Saturday and/or Sunday.
5. The assignment of work pursuant to this Section shall be on a strictly voluntary basis. No employee shall be discriminated against, disciplined, or discharged for declining weekend work as set forth in this Section.

Should an insufficient number of employees choose to perform the weekend work, the Unions shall dispatch out of work employees from its out of work list for the Saturday and Sunday work only. A dispatch for this work only shall not change the employee's position on the out of work list for dispatch to full time employment.

BB. Anyone working on a hazmat job, where Hazmat Certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

Levels A, B and C: + \$1.00 per hour

Level A: Utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied airline.

Level B: Uses same respirator protection as level A. Supplied air line is provided in conjunction with a chemical "Splash Suit".

Level C: Uses an air purifying respirator or additional protective clothing.

Where employees are required to wear glasses, the Company shall furnish the required masked glasses. Employees shall be paid Hazmat Pay in increments of four (4) and eight (8) hours.

SIGNATURE PAGE

IN WITNESS THEREOF, the duly chosen representatives of the parties hereby affirm that they shall have the authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hands.

Dated _____.

FOR THE EMPLOYER

Southern California Contractors Association



John Cooper
Southern California Contractors Association

FOR THE UNION

Teamsters Union Local #166

Robert Stanley Teamsters Union Local 166,
Vice President/Business Representative

The Associated General Contractors of America
San Diego Chapter, Inc.

Eddie Sprecco, CEO
AGC – San Diego Chapter, Inc.

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**APPENDIX “A-1”
WAGE RATES**

1. Effective July 1, 2024

Group 1	\$30.12
Group 2	\$40.71
Group 3	\$40.91
Group 4	\$41.11
Group 5	\$41.31
Group 6	\$41.80
Group 7	\$43.31

**APPENDIX “B-1”
FRINGE BENEFITS**

Health & Welfare	\$11.82
Pension (WCT – PEER 80)	\$4.75
Pension (Supplemental)	\$8.00
Vacation – Holiday Sick	\$2.00
Training Retraining	\$0.00
401 K/ Defined Contribution Fund	\$2.00
Construction Industry Advancement Training Fund	\$0.50

APPENDIX - A3

PRIVATE ATTORNEY GENERALS ACT

The Teamsters Local 166 on the one hand, and the Associated General Contractors, San Diego Chapter, Inc. and the Southern California Contractor Association on the other hand are parties (hereinafter “Parties”) to a Master Labor Agreement (“Agreement”) that will expire on June 30, 2025. The Parties to this Agreement hereby agree to amend it with respect to the following Recitals and Resolutions in this Memorandum of Understanding (“MOU”) for the purpose of availing themselves of the exemption that the Private Attorney Generals Act, in particular Labor Code § 2699.6, extends to collectively- bargained contractors in the construction industry.

RECITALS

WHEREAS, Governor Jerry Brown signed Assembly Bill 1654 (“AB 1654”) on September 19, 2018, which added Section 2699.6 to the Labor Code;

WHEREAS, AB 1654 exempts from the coverage of the Private Attorney Generals Act (Part 13 of Division 2 of the Labor Code (commencing with Section 2698)) (“PAGA”) and “employee in the construction industry,” as that term is defined by Labor Code § 2699.6 (d), with respect to work performed under a valid collective bargaining agreement that meets the requirements of AB 1654, in particular, Labor Code § 2699.6 (a) (“Exemption”).

WHEREAS, the application of that Exemption requires satisfaction of certain conditions set forth in Labor Code § 2699.6(a)(1)-(3), which mandates that a collective bargaining agreement such as this Agreement contain wages, hours of work, and working conditions of employees, premium wage rates for all overtime hours worked, and for the employee to receive a regular hourly pay rate of not less than 30 percent more than the state minimum wage rate and the following provisions:

- (1) Prohibits all of the violations of the Labor Code that would be redressable pursuant to PAGA, and provides for a grievance and binding arbitration procedure to redress those violations.
- (2) Expressly waives the requirements of PAGA in clear and unambiguous terms.
- (3) Authorizes the arbitrator to award any and all remedies otherwise available under the Labor Code, provided that nothing in this section authorizes the award of penalties under this part that would be payable to the Labor and Workforce Development Agency.

WHEREAS, Section 29 of this Agreement contains provisions authorizing the filling of a grievance which can be pursued to final and binding arbitration (“Grievance / Arbitration Machinery”).

WHEREAS, the parties wish to avail themselves of this Exemption by agreeing to the terms of this MOU;

WHEREAS, all Recitals shall be deemed Resolutions and all Resolutions shall be deemed Recitals.

RESOLUTIONS

WHEREFORE, the parties clearly and unambiguously waive the provisions of PAGA, and agree that none of the provisions of PAGA shall apply to any of the employees covered by this Agreement;

WHEREFORE, the parties agree that the Union may file a grievance pursuant to this Agreement's Grievance / Arbitration Machinery and such a grievance can assert violations of the Labor Code that are redressable by PAGA, which include those sections enumerated in Labor Code §§ 2699.5 and 2699(f) and any others to ensure application of the Exemption;

WHEREFORE, an arbitrator presiding over an arbitration conducted pursuant to the Grievance / Arbitration Machinery shall have the authority to make an award of any all remedies otherwise available under the Labor Code except for an award of penalties that would be payable to the Labor and Workforce Development Agency, and that any Labor Code violations asserted by the Union that are redressable by PAGA will be deemed violations of this Agreement if so found by the arbitrator;

WHEREFORE, the parties agree that the terms of this MOU meet all conditions for application of the Exemption in AB 1654.