

S275431

21.02.00 *Classified as Supervisors.* Foremen shall not be subject to the Job Placement Regulations of this Agreement except where such Foremen are employed to operate equipment (other than in an on-the-job emergency).

21.03.00 *Foremen and Shifters.* The Individual Employer shall have the right to determine the number of Foremen and Shifters, with the following exceptions:

21.03.01 When the Individual Employer employs nine (9) or more Journeymen/Apprentice Operating Engineers on a spread to operate individually-manned pieces of earthmoving equipment, or individually-manned pieces of equipment directly supplemental thereto, or any combination thereof on any shift, he/she shall designate a Foreman or Shifter to supervise them.

21.03.02 When five (5) or more Journeymen/Apprentice Operators are employed by an Individual Employer to operate individually manned pieces of earthmoving equipment, or individually manned pieces of equipment directly supplemental thereto or any combination thereof on overtime, the Foreman or Shifter who is in charge of supervising the operation of the equipment during the straight-time hours shall be afforded the opportunity to work overtime including Saturdays, Sundays, and holidays.

21.03.03 When individually manned units of earthmoving equipment, which are being operated under this Agreement, are being supervised, the immediate supervision shall be done by a Foreman or Shifter pursuant to this Agreement.

21.03.04 When an Individual Employer employs ten (10) or more Journeyman/Apprentice Operating Engineers for work performed under a National Maintenance or a Refinery Project he shall designate a Foreman or Shifter covered by this Agreement to supervise them.

21.04.00 *Heavy Duty Repairman Foremen or Master Mechanics (Heavy Duty).* The Individual Employer shall have the right to determine the number of Heavy Duty Repairman Foremen or Master Mechanics (Heavy Duty), with the following exceptions:

21.04.01 When the Individual Employer is employing five (5) or more Heavy Duty Repairmen, he/she shall employ a Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) to supervise them.

21.04.02 When five (5) or more Heavy Duty Repairmen are performing work on an overtime basis, the Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) who is in charge of the preceding straight-time work shall be afforded the opportunity to work overtime including Saturdays, Sundays and holidays.

21.04.03 No Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) shall work with the tools, except when required in the supervision of his work, and except in an on-the-job emergency, provided, however, in the event a regular Heavy Duty Repairman is absent, the Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) may work with the tools, provided in such case that prior to such work the appropriate Job Placement Center of the Union has been requested to dispatch a replacement.

21.05.00 *Fringe Benefits.* The Individual Employer shall abide by Section 12.00.00 with respect to Foremen, Shifters, Heavy Duty Repairman Foremen, and Master Mechanics (Heavy Duty) in the same manner as applied to all Employees covered by this Agreement.

21.06.00 *Union Security.* When the Individual Employer uses Foremen and Master Mechanics (Heavy Duty), they shall be required to be members of the Union.

22.00.00 SPECIAL PROVISIONS COVERING SUPERVISORY PERSONNEL ABOVE THE RANK OFFOREMAN

22.01.00 *Fringe Benefits.* The Individual Employers may cover their supervisory personnel above the rank of Foremen in the Operating Engineers' Health and Welfare Trust Fund for Northern California, Pensioned Operating Engineers' Health and Welfare Fund and Pension Trust Fund for Operating Engineers by paying into the above Trusts set forth in the Master Agreement monthly on the basis of 168 hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such Employee in a month; provided, however, once the

Individual Employer makes one (1) payment on behalf of such Employee, it shall continue to make such payment so long as the Employee is in its employ during the life of the Agreement, above the rank of Foreman. The Employee must be a member of the Union in good standing and must maintain membership in the Union in good standing for the life of this Agreement. An Individual Employer may elect not to make payments to the Health and Welfare Trust on behalf of such supervisory personnel if the Individual Employer provides the Employees with health care benefits through another source. If an Individual Employer does not make payments to the Health and Welfare Trust Fund on such an Employee's behalf, it may not do so for the duration of this Agreement.

23.00.00 MAP DESCRIPTION FOR AREAS 1 AND 2

23.01.00 The following is a description based upon township and range lines of Areas 1 and 2.

23.02.00 Area 1 is all of Northern California within the following lines:

1. Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
2. Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
3. Thence Southerly to the Southwest corner of Township 20S, Range 6E,
4. Thence Easterly to the Northwest corner of Township 21S, Range 7E,
5. Thence Southerly to the Southwest corner of Township 21S, Range 7E,
6. Thence Easterly to the Northwest corner of Township 22S, Range 9E,
7. Thence Southerly to the Southwest corner of Township 22S, Range 9E,
8. Thence Easterly to the Northwest corner of Township 23S, Range 10E,
9. Thence Southerly to the Southwest corner of Township 24S, Range 10E,
10. Thence Easterly to the Southwest corner of Township 24S, Range 31E,
11. Thence Northerly to the Northeast corner of Township 20S, Range 31E,
12. Thence Westerly to the Southeast corner of Township 19S, Range 29E,
13. Thence Northerly to the Northeast corner of Township 17S, Range 29E,
14. Thence Westerly to the Southeast corner of Township 16S, Range 28E,
15. Thence Northerly to the Northeast corner of Township 13S, Range 28E,
16. Thence Westerly to the Southeast corner of Township 12S, Range 27E,
17. Thence Northerly to the Northeast corner of Township 12S, Range 27E,
18. Thence Westerly to the Southeast corner of Township 11S, Range 26E,
19. Thence Northerly to the Northeast corner of Township 11S, Range 26E,
20. Thence Westerly to the Southeast corner of Township 10S, Range 25E,
21. Thence Northerly to the Northeast corner of Township 9S, Range 25E,
22. Thence Westerly to the Southeast corner of Township 8S, Range 24E,
23. Thence Northerly to the Northeast corner of Township 8S, Range 24E,
24. Thence Westerly to the Southeast corner of Township 7S, Range 23E,
25. Thence Northerly to the Northeast corner of Township 6S, Range 23E,
26. Thence Westerly to the Southeast corner of Township 5S, Range 20E,
27. Thence Northerly to the Northeast corner of Township 5S, Range 20E,
28. Thence Westerly to the Southeast corner of Township 4S, Range 19E,
29. Thence Northerly to the Northeast corner of Township 1S, Range 19E,
30. Thence Westerly to the Southeast corner of Township 1N, Range 18E,
31. Thence Northerly to the Northeast corner of Township 3N, Range 18E,
32. Thence Westerly to the Southeast corner of Township 4N, Range 17E,
33. Thence Northerly to the Northeast corner of Township 4N, Range 17E,
34. Thence Westerly to the Southeast corner of Township 5N, Range 15E,

35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
36. Thence Westerly to the Southeast corner of Township 6N, Range 14E,
37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,
38. Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
39. Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,
42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
45. Thence Northerly to the Northeast corner of Township 22N, Range 8E,
46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
51. Thence Northerly to the Northeast corner of Township 32N, Range 6E,
52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,
54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
58. Thence Westerly to the Southeast corner of Township 39N, Range 2W,
59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
63. Thence Northerly to the California/Oregon State Border,
64. Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
65. Thence Southerly to the Southwest corner of Township 43N, Range 8W,
66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,
70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
75. Thence Southerly to the Southwest corner of Township 31N, Range 10W,
76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,
80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,

83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,
84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,
86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,
87. Thence Southerly to the Southwest corner of Township 14N, Range 15W,
88. Thence Easterly to the Northwest corner of Township 13N, Range 14W,
89. Thence Southerly to the Southwest corner of Township 13N, Range 14W,
90. Thence Easterly to the Northwest corner of Township 12N, Range 13W,
91. Thence Southerly to the Southwest corner of Township 12N, Range 13W,
92. Thence Easterly to the Northwest corner to Township 11N, Range 12W,
93. Thence Southerly into the Pacific Ocean, and,
94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
95. Thence Easterly to the Northwest corner of Township 1S, Range 2E,
96. Thence Southerly to the Southwest corner of Township 2S, Range 2E,
97. Thence Easterly to the Northwest corner of Township 3S, Range 3E,
98. Thence Southerly to the Southwest corner of Township 5S, Range 3E,
99. Thence Easterly to the Southeast corner of Township 5S, Range 4E,
100. Thence Northerly to the Northeast corner of Township 4S, Range 4E,
101. Thence Westerly to the Southeast corner of Township 3S, Range 3E,
102. Thence Northerly to the Northeast corner of Township 5N, Range 3E,
103. Thence Easterly to the Southeast corner of Township 6N, Range 5E,
104. Thence Northerly to the Northeast corner of Township 7N, Range 5E,
105. Thence Westerly to the Southeast corner to Township 8N, Range 3E,
106. Thence Northerly to the Northeast corner of Township 9N, Range 3E,
107. Thence Westerly to the Southeast corner of Township 10N, Range 1E,
108. Thence Northerly to the Northeast corner of Township 13N, Range 1E,
109. Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the following lines:
110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
111. Thence Easterly to the Southeast corner of Township 12N, Range 16E,
112. Thence Northerly to the Northeast corner of Township 12N, Range 16E,
113. Thence Westerly to the Southeast corner of Township 13N, Range 15E,
114. Thence Northerly to the Northeast corner of Township 13N, Range 15E,
115. Thence Westerly to the Southeast corner of Township 14N, Range 14E,
116. Thence Northerly to the Northeast corner of Township 16N, Range 14E,
117. Thence Westerly to the Northwest corner of Township 16N, Range 12E,
118. Thence Southerly to the Southwest corner of Township 16N, Range 12E,
119. Thence Westerly to the Northwest corner of Township 15N, Range 11E,
120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E.

23.03.00 Area 2 shall be all areas not part of Area 1 described above.

24.00.00 CHANGES

24.01.00 It is hereby understood and agreed that no settlement of any dispute as to the interpretation of this Agreement or the interpretation of any word, phrase, clause, sentence, paragraph or section thereof other than as may be determined through Section 18.00.00, Grievance Procedure, shall be of any force or effect unless and until it is (a) reduced to writing; (b) signed by the Business Manager of the Union; and (c) the Secretary of the Employer representing the Individual Employer.

25.00.00 TERM OF AGREEMENT

25.01.00Employer's Membership. This Agreement is made for and on behalf of and shall be binding upon the Employer, any Association of Employers signatory hereto, and the Individual Employers as defined in 02.02.00.

25.01.01 The Employer and each Association of Employers signatory hereto represents that upon the date of the execution of this Agreement the Employer or Association of Employers signatory hereto, as the case may be, represents its members, Individual Employers as defined in 02.02.00, and that said Individual Employers have duly authorized it to make this contract for and on their behalf as parties hereto.

25.02.00 Agreement Binding Upon Parties. This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

25.03.00 Effective and Termination Dates. This Agreement shall be effective July 1, 2016, and shall remain in effect through June 30, 2020, and if the written notice provided by Section 8(d) of the National Labor Relations Act as Amended is not given by either the Union or the Employer to the other, it shall continue indefinitely; provided however, this Agreement may be terminated at any time after June 30, 2020, by either the Union or the Employer giving to the other the written notice provided by Section 8(d) of the Act in which event this Agreement shall terminate at the end of the sixtieth (60th) calendar day after receipt of such notice. Regardless of when terminated, the Union and Employer will negotiate exclusively with each other during the last sixty (60) days of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this _____ day of _____, 2016.

FOR THE EMPLOYER:

FOR THE UNION:

**NORTHERN ALLIANCE of
ENGINEERING CONTRACTORS [NAEC]**

**OPERATING ENGINEERS LOCAL UNION NO. 3 of the
International Union of Operating Engineers, AFL-CIO**

Signature

Dan Reding
President

Date

James K. Sullivan
Recording-Corresponding Secretary

Title

Russell E. Burns
Business Manager

Signature

Steve Ingersoll
Vice President

Date

Justin Diston
Financial Secretary

Title

Dave Harrison
Treasurer

ATTACHMENT "A"
SUBCONTRACTING TERMS AND CONDITIONS AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between _____ ("Subcontractor") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union"), covering subcontracted work for _____ ("SIGNATORYEMPLOYER") on the _____ (Project) located at _____ (Project Address).

For this Project only, the Subcontractor hereby agrees to be bound by the wage rates, fringe benefit rates, hours and all other terms and conditions of employment contained in the current Master Construction Agreement for Northern California between the OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO and THE SIGNATORY ASSOCIATIONS, and any successor agreements thereto which may be in effect during the Project, except for those modifications as outlined below. All references in the Master Agreement to either "Employer" or "Individual Employer" shall, include to mean the Subcontractor.

Upon submission of this Agreement, a trust fund account shall be established for the duration of this Project and the Subcontractor shall be notified of the account number by the Trust Fund office.

This Agreement shall terminate upon notice to the Union of the completion of the Subcontractors' work at the above-mentioned Project. Upon completion of the Project, the Subcontractor shall notify the Union of the completion date.

The undersigned representative has been authorized to bind the Subcontractor to this Agreement, this day _____ of _____ 20____.

AUTHORIZED BY:

Signature: _____ Print Name: _____

Print Title: _____ CA License #: _____

Subcontractor Name: _____

Address: _____ City/Zip: _____

Phone: _____ Fax: _____ Email: _____

FOR OFFICIAL USE ONLY:

Billing Account# _____ Commence Billing: _____

Original: **Operating Engineers Local Union 3**
 1620 South Loop Road
 Alameda, CA 94502

Copy: **Signatory Employer**
 Subcontractor

ADDENDUM "A"
RESIDENTIAL CONSTRUCTION
AND
BUILDING CONSTRUCTION

SECTION 1 Coverage

Section 1.1 This Addendum shall apply to Residential Construction and Building Construction work as defined below which is performed in the Counties listed below.

Section 1.2 All terms and conditions of the Master Agreement shall apply to such work except for those provisions which are specifically modified or superseded by this Addendum. The Master Agreement will apply in its entirety to all work not covered by this Addendum.

SECTION 2 Definition of Type of Work

SECTION 3 Wages and Fringe Benefits Section 2.1 Residential Construction: Town or row houses; apartment buildings (4 stories or less); single family houses; mobile home developments; multi-family houses; and student housing.

Section 2.2 Building Construction: Alterations and additions to non-residential buildings; apartment buildings (5 stories and above); arenas (enclosed); auditoriums; automobile parking garages; banks and financial buildings; barracks; churches; hospitals; hotels; industrial buildings; institutional buildings; libraries; mausoleums; motels; museums; nursing and convalescent facilities; office buildings; out-patient clinics; passenger and freight terminal buildings; police stations; post offices; city halls; civic centers; commercial buildings; court houses; detention facilities; dormitories; farm buildings; fire stations; power plants; prefabricated buildings; remodeling buildings; renovating buildings; repairing buildings; restaurants; schools; service stations; shopping centers; stores; subway stations; theaters; and warehouses. Buildings which are part of a water treatment or sewage treatment plant are not covered by this Addendum, they are "Heavy" work.

Group 1 (4 classifications)	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
Area 1	\$41.25			
Area 2	\$43.25			
Group 2 (7 classifications)				
Area 1	\$39.80			
Area 2	\$41.80			
Group 3 (19 classifications)				
Area 1	\$38.40			
Area 2	\$40.40			
Group 4 (34 classifications)				
Area 1	\$37.07			
Area 2	\$39.07			
Group 5 (21 classifications)				
Area 1	\$35.86			
Area 2	\$37.86			

	7/1/16*	6/26/17*	6/25/18*	6/24/19*
Group 6 (30 classifications)	\$2.70	\$2.35	\$2.35	\$2.35
Area 1	\$34.59			
Area 2	\$36.59			
Group 7 (28 classifications)				
Area 1	\$33.50			
Area 2	\$35.50			
Group 8 (32 classifications)				
Area 1	\$32.42			
Area 2	\$34.42			
Group 8A (5 classifications)				
Area 1	\$30.30			
Area 2	\$32.30			
Foreman and Shifters, Over 7 Employees				
Area 1	\$41.25			
Area 2	\$43.25			
Foreman (Working), Under 7 Employees				
Area 1	\$39.80			
Area 2	\$41.80			
Master Mechanic, Over 5 Employees				
Area 1	\$41.25			
Area 2	\$43.25			
Special Single Shift and Second Shift Wage Rates				
Group 1				
Area 1	\$45.40			
Area 2	\$47.40			
Group 2				
Area 1	\$43.76			
Area 2	\$45.76			
Group 3				
Area 1	\$42.20			
Area 2	\$44.20			
Group 4				
Area 1	\$40.68			
Area 2	\$42.68			
Group 5				
Area 1	\$39.33			
Area 2	\$41.33			
Group 6				
Area 1	\$37.89			
Area 2	\$39.89			
Group 7				
Area 1	\$36.68			
Area 2	\$38.68			

Group 8	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
Area 1	\$35.47			
Area 2	\$37.47			
Group 8A				
Area 1	\$33.08			
Area 2	\$35.08			
Foreman and Shifters, Over 7 Employees				
Area 1	\$45.40			
Area 2	\$47.40			
Foreman (Working), Under 7 Employees				
Area 1	\$43.76			
Area 2	\$45.76			
Master Mechanic, Over 5 Employees				
Area 1	\$45.40			
Area 2	\$47.40			
All Cranes and Attachments (Same Manning as Master Agreement)				
Group 1 (3 classifications)	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
Area 1	\$42.85			
Area 2	\$44.85			
Group 1-A (5 classifications)				
Area 1	\$42.10			
Area 2	\$44.10			
Group 2-A (6 classifications)				
Area 1	\$40.41			
Area 2	\$42.41			
Group 3-A (4 classifications)				
Area 1	\$38.77			
Area 2	\$40.77			
Group 4-A (3 classifications)				
Area 1	\$35.86			
Area 2	\$37.86			
Group 5-A (3 Classifications)				
Area 1	\$45.04			
Area 2	\$47.04			
2921 1. Foreman and Shifters, (non-working) 7 Employees and over**				
Area 1	\$44.04			
Area 2	\$46.04			

All Cranes & Attachments (continued)

	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
2931 2. Foreman (working), under 7 Employees **				
Area 1	\$45.04			
Area 2	\$47.04			
3341 3. Master Mechanic, over 5 Employees**				

**At the discretion of the Employer

5183 Truck Crane Assistant to Engineer****Group 1**

Area 1	\$36.19
Area 2	\$38.19

Group 1-A

Area 1	\$35.44
Area 2	\$37.44

Group 2-A

Area 1	\$35.20
Area 2	\$37.20

Group 3-A

Area 1	\$34.96
Area 2	\$36.96

5183 Hydraulic****Group 3-A**

Area 1	\$34.59
Area 2	\$36.59

5173 Assistant to Engineer****Group 1**

Area 1	\$34.02
Area 2	\$36.02

Group 1-A

Area 1	\$33.27
Area 2	\$35.27

Group 2-A

Area 1	\$33.05
Area 2	\$35.05

Group 3-A

Area 1	\$32.80
Area 2	\$34.80

All Cranes and Attachments, Special Single Shift and Second Shift Wage Rates				
	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
Group 1				
Area 1	\$47.11			
Area 2	\$49.11			
Group 1-A				
Area 1	\$46.36			
Area 2	\$48.36			
Group 2-A				
Area 1	\$44.45			
Area 2	\$46.45			
Group 3-A				
Area 1	\$42.59			
Area 2	\$44.59			
Group 4-A				
Area 1	\$39.33			
Area 2	\$41.33			
Group 5-A Foreman				
Area 1	\$47.41			
Area 2	\$49.41			
2921 1. Foreman and Shifters, (non-working) 7 Employees and over**				
Area 1	\$46.41			
Area 2	\$48.41			
2931 2. Foreman (working), under 7 Employees**				
Area 1	\$47.41			
Area 2	\$49.41			
3341 3. Master Mechanic, over 5 Employees**				
**At the discretion of the Employer				
5183** Truck Crane Assistant to Engineer				
Group 1				
Area 1	\$39.62			
Area 2	\$41.62			
Group 1-A				
Area 1	\$38.87			
Area 2	\$40.87			
Group 2-A				
Area 1	\$38.60			
Area 2	\$40.60			
Group 3-A				
Area 1	\$38.33			
Area 2	\$40.33			

5183** Hydraulic	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
Group 3-A				
Area 1	\$37.89			
Area 2	\$39.89			
5173** Assistant to Engineer				
Group 1				
Area 1	\$37.16			
Area 2	\$39.16			
Group 1-A				
Area 1	\$36.41			
Area 2	\$38.41			
Group 2-A				
Area 1	\$36.17			
Area 2	\$38.17			
Group 3-A				
Area 1	\$35.89			
Area 2	\$37.89			

Classifications and Rates for Steel Erectors and Fabricators

(Same Manning as Master Agreement)

	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
Group A-1 (3 classifications)	\$43.79			
Group 1 (3 classifications)	\$43.04			
Group 2 (4 classifications)	\$41.33			
Group 3 (2 classifications)	\$39.94			
Group 4 (3 classifications)	\$38.01			
Group 5 (1 classification)	\$36.76			

The straight-time rates of pay for the Truck Crane Assistant to Engineer and Assistant to Engineer classifications are as follows:

5183** Truck Crane Assistant to Engineer	
Group A-1	\$36.80
Group 1	\$36.05
Group 2	\$35.83
Group 3	\$35.58
5183** Hydraulic	
Group 3	\$35.20
5173** Assistant to Engineer	
Group A-1	\$34.66
Group 1	\$33.91
Group 2	\$33.66
Group 3	\$33.43

Steel Erectors and Fabricators, Special Single Shift and Second Shift Wage Rates

	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
Group A-1	\$48.16			
Group 1	\$47.41			

Steel Erectors and Fabricators, Special Single Shift and Second Shift Wage Rates

	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
Group 2	\$45.49			
Group 3	\$43.91			
Group 4	\$41.76			
Group 5	\$40.34			

5183 Truck Crane Assistant to Engineer**

Group A-1	\$40.30
Group 1	\$39.55
Group 2	\$39.29
Group 3	\$39.01

5183 Hydraulic**

Group 3	\$38.60
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5173 Assistant to Engineer**

Group A-1	\$37.88
Group 1	\$37.13
Group 2	\$36.86
Group 3	\$36.58

Classifications and Rates for Piledrivers (Same Manning as Master Agreement)

	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
Group A-1 (3 classifications)	\$43.16			
Group 1 (4 classifications)	\$42.41			
Group 2 (5 classifications)	\$40.70			
Group 3 (4 classifications)	\$39.09			
Group 4 (3 classifications)	\$37.39			
Group 5 (0 classifications)	\$36.14			
Group 6 (1 classification)	\$34.89			
Group 7 (0 classifications)	\$33.83			
Group 8 (2 classifications)	\$32.75			

The straight-time rates of pay for the Truck Crane Assistant to Engineer and Assistant to Engineer classifications are as follows:

5183 Truck Crane Assistant to Engineer**

	7/1/16*	6/26/17*	6/25/18*	6/24/19*
	\$2.70	\$2.35	\$2.35	\$2.35
Group A-1	\$36.51			
Group 1	\$35.76			
Group 2	\$35.53			
Group 3	\$35.26			

5173 Assistant to Engineer**

Group A-1	\$34.34
Group 1	\$33.59
Group 2	\$33.34
Group 3	\$33.11

Piledrivers, Special Single Shift and Second Shift Wage Rates

Group A-1	\$47.45
Group 1	\$46.70
Group 2	\$44.76
Group 3	\$42.97
Group 4	\$41.04
Group 5	\$39.65
Group 6	\$38.23
Group 7	\$37.04
Group 8	\$35.84

5183 Truck Crane Assistant to Engineer**

Group A-1	\$39.97
Group 1	\$39.22
Group 2	\$38.97
Group 3	\$38.66

5173 Assistant to Engineer**

Group A-1	\$37.53
Group 1	\$36.78
Group 2	\$36.50
Group 3	\$36.23

SECTION 3 Fringe Benefits

Fringe Benefit Rates. The fringe benefit rates set forth in the Master Agreement, Sections 12.02.00 through 12.12.12, shall apply to all work covered by this Addendum.

SECTION 4 *Addendum Counties*

Section 4.1 This Addendum shall apply to covered work as defined in Section 2 which is performed in the Counties listed below:

Alpine; Amador; Butte; Calaveras; Colusa; Del Norte; El Dorado; Fresno; Glenn; Humboldt; Kings; Lake; Lassen; Madera; Mariposa; Mendocino; Merced; Modoc; Monterey; Napa; Nevada; Placer; Plumas; Sacramento; San Benito; San Joaquin; Santa Cruz; Shasta; Sierra; Siskiyou; Stanislaus; Sonoma; Sutter; Tehama; Trinity; Tulare; Tuolumne; Yuba; and Yolo.

SECTION 5 *Work Rules*

These work rules will apply to all building construction work, parking lots, and driveways covered by the Master Agreement in all counties covered by the Master Agreement on jobs on which the value of the work covered by the Master Agreement for the entire project is less than \$3,000,000.00. The Individual Employer shall not engage in or enter into any scheme, plan or device with the Contracting Authority or Developer to job split or split contracts with the intent of pricing a specific job or project under \$3,000,000.00. The Individual Employer shall provide the Union with documentation to establish that the value of a job is under \$3,000,000.00.

Section 5.1 Straight time hours shall be reckoned by the half (1/2) shift, three quarters (3/4) of a shift and by the full shift.

Section 5.2 An Employee who works at more than one rate on the same day shall be paid at the highest rate for all hours worked if the Employee works at the highest rate for at least one half of the Employee's straight-time hours worked that day. If the Employee works at the highest rate for less than one half of the Employee's straight-time hours that day, the Employee shall be paid for actual time worked at each rate.

Section 5.3 So long as the Individual Employer properly mans a job, it may make full utilization of Employees by assigning them work other than work defined in Section 02.05.00 of the Master Agreement.

Section 5.4 The regular work day shall be eight (8) consecutive hours or ten (10) consecutive hours (exclusive of a meal period) which shall constitute a regular shift's work. The regular starting time of a single shift shall be between 5:00 a.m. and 10:00 a.m. The parties may establish different starting times.

Section 5.5 Forty (40) hours of work, Monday through Friday, shall constitute the regular workweek.

Section 5.6 All work performed in excess of forty (40) hours in any one (1) week and all hours worked on Saturday shall be paid for at the overtime rate of time and one-half (1-1/2). All work performed on Sunday and holidays shall be paid at double time.

ADDENDUM "B"

RETIREE WORK PROVISIONS

Recognizing that retired Employees may from time to time wish to return to work on a temporary basis, the Employer and the Union have agreed that said Retiree may return to work on the following basis:

- (1) Retiree is age 62 years or over.
- (2) Does not replace any Employee currently on the payroll of the Individual Employer.
- (3) Is requested to work during the months of April through November of any calendar year.
- (4) There is less than fifteen percent (15%) registered on the out-of-work list in their Job Placement Center servicing the job or project to which the Employee is to be dispatched.
- (5) Retiree is not eligible to register or work in a Preferred Classification.
- (6) A Journeyman shall not be employed as an Assistant to Engineer.
- (7) **PENSIONED HEALTH AND WELFARE.** Each Individual Employer covered by the Retiree Work Provisions shall pay into the Operating Engineers' Pensioned Health and Welfare Trust Fund according to the following schedule:
 - Effective July 1, 2016 – The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on July 1, 2016, less the amount paid to the Vacation, Holiday and Sick Pay and the Supplemental Dues.
 - Effective June 26, 2017 – The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 26, 2017, less the amount paid to the Sick, Vacation and Holiday Pay and the Supplemental Dues.
 - Effective June 25, 2018 – The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 25, 2018, less the amount paid to the Vacation, Holiday and Sick Pay and the Supplemental Dues.
 - Effective on June 24, 2019–The sum of all hourly contribution rates set forth in Section 12.00.00 which are in effect on June 24, 2019, less the amount paid to the Vacation, Holiday and Sick Pay and the Supplemental Dues.
- (8) **VACATION, HOLIDAY AND SICK PAY.** Each Individual Employer covered by the Retiree Work Provisions shall pay into the Operating Engineers Vacation, Holiday and Sick Pay according to the following schedule:
 - Effective July 1, 2016 – the amount provided for in Section 12.06.00
- (9) **SUPPLEMENTAL DUES.** (See Section 12.12.00)
 - Effective July 1, 2016– the amount provided for in Section 12.12.00

ADDENDUM "C"
JOINT LABOR MANAGEMENT
SUBSTANCE ABUSE POLICY

I. INTRODUCTION

The Union and the Employer establish this Policy in order to provide the Individual Employer with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. An Individual Employer is not obligated by this Agreement to have a substance abuse policy. Implementation of this Policy is not mandatory by any Individual Employer, but this Policy is the only policy the Individual Employer may implement for Employees. Once implemented, the Policy shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

An Individual Employer which is regulated by the United States Department of Transportation ("DOT") Code of Federal Regulation CFR 382 and 49 may elect not to implement the testing provisions of this Policy for its Employees who are not regulated by DOT.

II. NOTICE

- A. An Individual Employer must give written notice to the Union that it is implementing this Policy. The notice must be delivered in person, by certified mail or by FAX before it implements the Policy. A DOT regulated Individual Employer shall specifically notify the Union whether it is implementing the testing provisions of this Policy for its Employees who are not subject to DOT regulations. The notice shall be delivered to the Union at the following address:

Operating Engineers Local Union No. 3
1620 South Loop Road
Alameda, CA94502
(FAX: [510] 748-7401)

- B. The Individual Employer may not implement this Policy unless it subjects all management and supervisory employees to the same type of testing which is provided herein.
- C. An Individual Employer who has implemented this Policy shall advise the Union dispatchers with whom it places an order for Employees that it intends to drug test dispatched Employees. A test result shall not be set aside because an Individual Employer does not give such notice.
- D. An Individual Employer who implements this Policy shall provide written notice of this Policy to all Employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.
- E. Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the Individual Employer a violation of the Master Agreement and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

III. PURPOSE OF POLICY

- A. The Individual Employer and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and of injury.

The Individual Employer and the Union therefore adopts this Policy. The intent of the Policy is threefold:

1. To maintain a safe, drug and alcohol free workplace;
 2. To maintain our work force at its maximum effectiveness; and
 3. To provide confidential referral to the Addiction Recovery Program ("ARP") and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.
- B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment *before* job performance has become a disciplinary problem. Employees are urged to use the services available through ARP. ARP will assist them and refer them to the appropriate treatment program.
1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare Plan, up to the limits described in the plans.
 2. An Employee shall be granted necessary leave of absence for treatment ARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse effect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees. ARP shall continue to provide an educational program for the Individual Employer for their Employees and shall, to the maximum extent possible, train the Employees of Individual Employer who implement this Policy.

V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "confidential." Employee records related to this Policy shall not be kept in the Employee's personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards

established by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody. All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories. All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols. All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test. The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Levels. SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services ("DHHS"). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

Medical Review Officer. A Medical Review Officer ("MRO") shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officers' Certification Council. The Union shall approve all MRO's. Upon verification of a positive test result, the MRO shall refer the affected Employee to ARP for assessment and referral to treatment, if appropriate.

Consent Form. Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form "A"). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For. A specimen may be tested for alcohol, cannabinoids (THC), barbiturates, opiates, cocaine, phencyclidines (PCP), amphetamines, and methaqualone or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires Individual Employer to test, this Section will be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test. The Individual Employer may direct the Employee to submit to a urine test or at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol. An Employee who is unable to provide a urine sample within one (1) hour of being directed to do so, will submit to a blood test.

Notification to Employer of Test Results. The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

VII. TYPES OF PERMISSIVE TESTING

A. TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to ARP. The Individual Employer shall not be obligated to employ any such Employee after ARP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

Time of Dispatch Screening by the Job Placement Center: The parties shall establish a joint committee to determine whether there is a feasible means by which the Job Placement Centers can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained Management Representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than

the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained Management Representative's observations and conclusions must be confirmed by another trained Management Representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Report Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a Union Representative (including a Steward) and allow the Employee to consult with a Union Representative before the Employee submits to the test, if the Union Representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

C. ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work-related accidents involving property damage or bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this Section.

D. UNANNOUNCED RANDOM TESTING

An Individual Employer may initiate unannounced random testing, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all Employees shall be subjected to such testing. The Individual Employer may establish two random testing pools; one for DOT regulated Employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to random testing. The Individual Employer shall give thirty (30) days' notice to the Union and Employees prior to implementing a random drug testing program.

E. DOT REGULATED EMPLOYEES

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/DISCIPLINE, of the Policy. ARP shall be the Substance Abuse Professional for all Employees.

ARP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive "pre-employment" test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

F. OWNER/AWARDING AGENCY REQUIREMENTS

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

G. QUICK TESTS

The parties agree to allow the Employers to use, on an individual basis, an oral or urine quick test approved by the bargaining parties as an effective low-cost tool for substance abuse screening for pre-hire, time of dispatch screening only. Testing procedures for the oral test (including the oral screen – OSR device) and the urine test shall be conducted in a manner consistent with the product manufacturer's specifications; in an effort to produce the most consistent and accurate results possible. Dispatched members who fail this saliva or urine test will be sent for standard urine testing. When the Individual Employer conducts the oral screen, a negative result may be accepted and the applicant may be put to work with no further testing required. A non-negative (inconclusive) result will subject the applicant to the Standard Procedures in this Agreement.

VIII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to ARP based upon documented declining job performance or other observations prior to testing under Section VII and/or disciplining the Employee.

IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to ARP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. ARP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

X. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter

medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

XI. REHABILITATION/DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of Section X. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to ARP any Employee who violates any provision of Section X which prohibits the sale of, attempted sale of or manufacture of prohibited substances before it disciplines the Employee. The Individual Employer may not discipline any Employee who violates any other provisions of Section X until such Employee has been offered an opportunity to receive treatment and/or counseling.

Any Employee who fails to come forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall not be eligible for the reemployment provisions of this Section XI.

Any Employee who comes forward to receive treatment and/or counseling prior to an accident, drug screen, for cause or random test shall be subject to reemployment as follows. The Employee will not be discharged if he/she agrees in writing to undergo the counseling/treatment ARP prescribes. The Individual Employer shall re-employ the Employee when ARP releases him/her to return to work if it has work available. It will not be required to lay-off any current Employee in order to re-employ the Employee. If it does not have any work available when ARP releases the Employee, it shall re-employ the Employee as soon as it has work available. The Employee will be subject to a return-to-work agreement. The Individual Employer, the Union and the Employee will enter into a return-to-work agreement. The return-to-work agreement will require the Employee to comply with and complete all treatment ARP, or the treatment provider, as the case may be, determines is appropriate. It will also provide a monitoring of the Employee's compliance with the treatment plan ARP, or the treatment provider, develops and will allow the Individual Employer to require the Employee to submit to unannounced testing. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement. This procedure shall be followed on a consistent basis. Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

The parties agree to establish a Substance Abuse Testing Procedures Committee who shall be empowered to periodically review and update testing procedures. Either party may request a meeting under this section and such meeting shall be convened within thirty (30) days.

The Substance Abuse Procedures Committee composed of Jim Murray, Steve Clark, Jack Estill, Tim Conway, Mark Breslin, Russ Burns, Mark Reynosa and Byron Loney.

XII. NON-DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in ARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and

discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in ARP and/or undergoing treatment and rehabilitation.

XIII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. ARP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employer. The Individual Employer will pay all costs for testing.

XIV. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

XV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

FORM "A"
EMPLOYEE CONSENT AND RELEASE FORM

I, _____, have been directed by my employer, _____, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the Substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my employer and Operating Engineers Local Union No. 3 (the "Local 3 Agreement") which governs my employment with my employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Cannabinoids (THC), Opiates, Phencyclidine, Barbiturates, Methaqualone and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my employer; and
3. The Medical Review Officer may verify the test and report to my employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Dispatch testing, if I am directly or indirectly involved in a work-related accident involving property damage, bodily injury that requires medical care or work-related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the Policy. I also consent to be tested if my employer has probable cause to do so as set forth in the Policy. I also consent to be randomly tested in accordance with the Policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 and my employer is required to test me under these regulations.

My employer has advised me that:

1. I have a right to have a Union Representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and
4. I have a right to consult with a Union Representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my employer. By doing so I am not waiving any rights I may have under the Local 3 Collective Bargaining Agreement or any applicable law except as expressly provided for herein. By signing this Agreement, I am not acknowledging that my employer has probable cause to believe I have violated any provision of the substance abuse policy which is part of the Local 3 Agreement or any of my employer's policies which pertain to my employment.

- I previously have received a copy of the Policy.
- My employer has provided me with a copy of the Policy.

(Employee Signature)

(Employee Name [Please Print])

(Date)

Witness:

(Witness Signature)

(Witness Name [Please Print])

(Date)

FORM "B"
INCIDENT REPORT FORM

Employee Involved: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Employee's Job Assignment/Position: _____

Employee Notified of His/Her Right to Union Representation: Yes No

Date Notified: _____ Time Notified: _____

Witness to Incident: _____

Witness' Observation: _____

Employee's Explanation: _____ E

Employee's Signature: _____ Date: _____

Witness' Signature: _____ Date: _____

Employer's Signature: _____ Date: _____

Title: _____

Action Taken: _____

Date/Time Action Taken: _____

ADDENDUM "D"
MEMORANDUM OF AGREEMENT
(Entry Level Operator)

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between Signatory Associations ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL CIO ("Union").

The Employer and the Union have met and agreed to add the following classification to their current Agreement and to amend their Agreement as follows:

01.00.00 ENTRY LEVEL OPERATOR

01.01.00 The Employer may employ Employees in the Entry Level Operator classification for private work only. Entry Level Operators may perform work in any classification specified in Section 01.03.00 of the Master Construction Agreement for Northern California.

01.02.00 *Probationary Period.* The first seven hundred fifty (750) hours worked shall be considered the probationary period for the Entry Level Operator.

01.03.00 No Entry Level Operator shall displace or cause the layoff or termination of employment of the Employer's Employees who are employed on the job on which the Entry Level Operator is employed, when the Employer hires an Entry Level Operator.

02.00.00 HIRING

02.01.00 The Employer may only hire Entry Level Operators when there is less than fifteen percent (15%) registered on the out-of-work list in Journeyman classifications, in the Job Placement Center servicing the job or project to which the Employee is to be dispatched.

02.01.02 Entry Level Operator Employees shall not earn eligible status under Section 04.10.24 ii (5 year letter) of the Job Placement Regulations until he/she has completed three thousand [3000] hours as an Entry Level Operator.

02.02.00 The Employer may hire Employees from any source if the Union's Job Placement Center is unable to fill the position within forty-eight [48] hours. The Employer shall refer to the Job Placement Center any Employee whom it hires from a source other than the Job Placement Center. It shall do so within forty-eight (48) hours of the day the Employee begins work. The Job Placement Center shall issue the Employee a dispatch slip.

03.00.00 WAGES

03.01.00 For private work only, the current wage rate for the Entry Level Operator shall be based on percentage of the current Group 4 wage rate from the Northern California Master Agreement ("Master Agreement"):

Job Classifications -Straight-time hourly

			<u>7/1/16</u>	<u>6/26/17</u>	<u>6/25/18</u>	<u>6/24/19</u>
2687 —First 750 hours	60%	Area 1	\$22.97			
		Area 2	\$24.97			
2688 —Second 750 hours	70%	Area 1	\$26.80			
		Area 2	\$28.80			
2689 —Third 750 hours.....	80%	Area 1	\$30.62			
		Area 2	\$32.62			
2697 —Fourth 750 hours	90%	Area 1	\$34.45			
		Area 2	\$36.45			

Job Classifications -Special Single and Second Shift

			<u>7/1/16</u>	<u>6/26/17</u>	<u>6/25/18</u>	<u>6/24/19</u>
2687 —First 750 hours	60%	Area 1	\$25.23			
		Area 2	\$27.23			
2688 —Second 750 hours	70%	Area 1	\$29.44			
		Area 2	\$31.44			
2689 —Third 750 hours.....	80%	Area 1	\$33.64			
		Area 2	\$35.64			
2697 —Fourth 750 hours	90%	Area 1	\$37.85			
		Area 2	\$39.85			

* To be allocated by the Union, the allocation shall become effective forty-five (45) days after receipt of written notice by the Employer, but in no event earlier than July 1, 2016, June 26, 2017, June 25, 2018 and June 24, 2019. Untimely notification of contractual wage, fringe benefit or dues increase shall not result in a default.

03.01.01 For work other than private, the wage rate for Entry Level Operator shall be at least one hundred percent (100%) of the current prevailing wage rate for the work being performed.

03.02.00 When the Entry Level Operator has completed three thousand [3000] hours worked, he/she shall be considered a qualified Journeyman Operator.

03.02.01 When the Entry Level Operator has attained Journeyman Operator status, he/she shall receive one hundred percent (100%) of the applicable wage and fringe benefits for a Journeyman Operator.

03.03.00 *Private Work Agreement ("PWA").* When working in a District where a Private Work Agreement ("PWA") is in effect, an Entry Level Operator shall not be paid less than the wages set forth in Section 03.01.01, unless these exceed those noted in the PWA. The wage percentages noted in Section 03.01.00 are not to be applied to any Private Work Agreement.

04.00.00 FRINGE BENEFITS

04.01.00 Health and Welfare. The Employer shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California according to the following schedule:

- \$11.24 per hour - Effective July 1, 2016
- *- Effective June 26, 2017
- *- Effective June 25, 2018
- *- Effective June 24, 2019

* To be allocated by the Union.

04.02.00 Pensioned Health and Welfare. The Employer shall pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

- \$2.26 per hour – Effective July 1, 2016

04.03.00 Pension. The Employer shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule:

- \$7.91 per hour – Effective June 29, 2015

Preferred Schedule of the Rehabilitation Plan: \$.63 per hour/each year

- \$7.91- per hour – Effective 7/1/16
- \$. * per hour – Effective 6/26/17
- \$. * per hour – Effective 6/25/18
- \$. * per hour – Effective 6/24/19

The parties agree that sufficient contributions will be made available from these increases to the Pension Fund to support any Rehabilitation/Funding Improvement schedule adopted by the Pension Board of Trustees pursuant to the Pension Protection Act of 2006 and the Union will select an option (Schedule) in the Pension’s Rehabilitation Plan or Funding Improvement Plan, whichever is applicable. Additional monies required for such Rehabilitation Plan/Funding Improvement Schedule shall be allocated from existing negotiated increases, wages and/or fringe benefits.

*2016, 2017, 2018 and 2019 Pending annual review by the Plan’s Actuaries & Trustees

04.03.01 The Pension is and has been a defined benefit pension plan.

04.04.00 Affirmative Action Training Fund. The Employer shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice and Journeyman Affirmative Action Training Fund according to the following schedule:

- \$.77 per hour – Effective 7/1/16
- \$. * per hour – Effective 6/26/17
- \$. * per hour – Effective 6/25/18
- \$. * per hour – Effective 6/24/19

* To be allocated by the Union.

04.05.00 *Vacation, Holiday and Sick Pay.* Each Individual Employer covered by this Agreement shall pay into the Operating Engineers Local Union No. 3 Vacation, Holiday and Sick Pay Trust Fund according to the following schedule:

\$2.81 per hour – Effective 7/1/16

\$1.65 per hour [Vacation Pay] – Effective 7/1/16

\$.50 cents per hour [Sick Pay] – Effective 7/1/16

\$1.11 per hour [Supplemental Dues] – Effective 7/1/16

\$.05 cents per hour [Vacation Trust Administrative Fee] – Effective 7/1/16

\$. * per hour – Effective 6/26/17

\$. * per hour – Effective 6/25/18

\$. * per hour – Effective 6/24/19

* To be allocated by the Union.

Effective July 1, 2016, the Union grants Individual Employers a waiver under the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522). In return for said waiver, Individual Employers shall remit to Operating Engineers Local Union No. 3 Vacation, Holiday and Sick Pay Trust Fund a one-time additional contribution of fifty cents [\$.50] per hour worked identified as the contribution for Sick Pay. No additional fringe benefits are due for any sick, vacation, or holiday pay. Employees may use these monies for paid sick leave purposes.

Any disputes concerning the validity of the waiver granted under the Healthy Families Act of 2014 are subject to Section 18.00.00 Grievance Procedure. If the California legislature amends the Healthy Workplaces, Healthy Families Act of 2014, then Union and Employer agree to meet and confer to negotiate any required conformance to the amended law.

04.05.01 Paid Sick Leave Waivers. The bargaining parties also expressly agree, to the fullest extent permitted by law, to waive any paid sick leave provisions of the following local paid sick leave ordinances: San Francisco (Administrative Code Section 12W), Oakland (Municipal Code Section 592 et.seq.), Emeryville (Municipal Code Title 5, Chapter 37). In addition, to the fullest extent permitted by law, this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory Paid Sick Leave that may be adopted during the term of this agreement.

04.05.02 In addition, if any Federal, State, City, County or other local ordinance requiring mandatory compensated time off other than Paid Sick Leave is enacted during the term of this Agreement; then the Union and the Employer agree to meet and confer within thirty (30) business days.

04.05.03 The parties agree that the payments provided in this Section are in lieu of the Employee's actually taking a vacation, holiday or sick leave. Such payments shall not be considered part of the hourly wage rates for the purpose of computing overtime, either under the Fair Labor Standards Act, the Walsh-Healy Act or any other law, and no vacation or sick leave payment shall be made on the basis of a premium rate of time and one-half or double time.

04.05.04 Deduction of Taxes. All taxes due from each Employee including taxes due by reason of payments for Vacation, Holiday and Sick Pay shall be deducted by each Employee's Individual Employer from each Employee's regular wages and such total tax deductions together with the amount payable for Vacation, Holiday and Sick Pay shall be separately noted on the Employee's paycheck.

04.05.05 The Administration Fee per hour shall be paid by each Individual Employer. It shall not be taxable to the Employee.

04.06.00 *Supplemental Dues.* Effective for all work performed on and after July 1, 2016, it is agreed that upon written authorization, provided by the Union or Union's designee, as required by law, the amount designated by the Union shall be deducted from the Vacation, Holiday and Sick Pay of each Employee and remitted directly to the Union. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee, as specified in the provisions of Section 04.02.00, Union Security, of this Agreement. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union. The Union shall pay the Operating Engineers Local union no. 3 Vacation. Holiday and Sick Pay Trust Fund an administration fee for the remittance of Supplemental Dues to the Union.

04.06.01 The Union shall exonerate, reimburse and hold harmless the Employer, each Individual Employer, and their respective officers, directors, agents, and employees, individually and collectively, against any and all liabilities and reasonable expenses arising out of the payment, receipt or a distribution of the amounts designated by the Union.

OFFICES OF LOCAL UNION NO. 3

LOCAL 3 HEADQUARTERS

1620 South Loop Road, Alameda, CA94502 510/748-7400

SAN FRANCISCO/SAN MATEO

828 Mahler Road, Suite B, Burlingame, CA94010 650/652-7969

FAIRFIELD

2540 N. Watney Way, Fairfield, CA94533 707/429-5008

ROHNERT PARK

6225 State Farm Dr., #100, Rohnert Park 94928..... 707/585-2487

OAKLAND

1620 South Loop Road, Alameda, CA94502 510/748-7446

STOCKTON

1916 North Broadway, Stockton, CA95205 209/943-2332

EUREKA

1213 Fifth Street Eureka, CA 95501 707/443-7328

FRESNO

4856 N. Cedar, Fresno, CA 93726..... 559/229-4083

YUBA CITY

468 Century Park Drive, Yuba City, CA95991 530/743-7321

REDDING

20308 Engineers Lane, Redding, CA96002 530/222-6093

SACRAMENTO

3920 Lennane Drive, Sacramento, CA 95834 916/993-2055

SAN JOSE

325 Digital Drive, Morgan Hill, CA95037 408/465-8260

RENO

1290 Corporate Blvd., Reno, Nevada 89502 775/857-4440

ELKO

1094 Lamoille Hwy., Elko, Nevada 89801..... 775/753-8761

SALT LAKE CITY

1958 W.N.Temple, Salt Lake City, Utah84116..... 801/596-2677

HONOLULU

1075 Opakapaka Street, Kapolei, HI 96707 808/845-7871

HILO

50 Waianuenue, Hilo, HI96720..... 808/935-8709

MAUI

95 Lono Avenue, Ste. #104, Kahului, HI96732 808/871-1193

EXHIBIT B

**PROJECT LABOR AGREEMENT
FOR THE
CALIFORNIA FLATS SOLAR PROJECT

MONTEREY COUNTY, CALIFORNIA**

ARTICLE 1 INITIAL PROVISIONS

1.1 This Project Labor Agreement ("Agreement") is entered into by McCarthy Building Companies, Inc. ("Primary Employer"), Operating Engineers Local 3, Carpenters Local 605, Pile Drivers Local 34, Millwrights Local 102, Laborers Local 270, IBEW Local 234, and Ironworkers Local 155 who have executed this Agreement (the "Unions").

1.2 The California Flats Solar Facility Project (the "Project") is an approximately 280 MW photovoltaic solar power plant located in Monterey County, California. The Project is owned by CA Flats Solar 130, LLC and CA Flats Solar 150, LLC ("Owner"). It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project and that this Agreement applies to the Project as it is finally approved by such entities and agencies and only to the Project.

1.3 Primary Employer is an employer primarily engaged in the construction industry and has the authority to enter into this agreement.

1.4 As provided below, other than Primary Employer, all construction managers, contractors, subcontractors or other persons or entities assigning, awarding or subcontracting Covered Work (as defined in Article 2 below), or performing Covered Work, will be subject to this Agreement by executing Attachment A, the Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as "Employer" or "Employers").

1.5 The Unions are labor organizations whose members are construction industry employees. The Unions are party to multi-employer collective bargaining agreements ("Master Agreement") applicable to employers working within the geographic jurisdiction. Primary Employer is a signatory to the Carpenters and Laborers Master Agreements only.

1.6 A large labor pool represented by the Unions will be required to execute the Covered Work involved in the Project. Employers wish and it is the purpose of this Agreement to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and

the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions.

1.7 In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the Primary Employer, Employers and with other construction employers engaged on the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement. In particular, the Unions shall make all efforts to first source local labor to the Project and shall cooperate with each Employer's efforts to comply with all applicable laws and regulations related to such local hiring requirements.

1.8 The parties recognize the importance of solar power in assuring that California is provided with adequate supplies of renewable energy for economic growth, the creation of job opportunities and for a greater degree of energy independence. By entering into this Agreement, the parties recognize the unique nature of a solar photovoltaic power plant and that the terms and conditions covered by this Agreement are therefore unique. Accordingly, the parties have in good faith arrived at the special conditions contained in this Agreement, and the parties agree to work together jointly to support the Project and make it successful.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 This Agreement covers all on-site construction, alteration, demolition or repair of buildings, structures, and other works which are part of the Project. All work covered by this Agreement is referred to as "Covered Work." As of the execution of this agreement there is no work planned to be performed in temporary yards or at adjacent facilities; in the event that Primary Employer determines it is necessary to use a temporary yard or adjacent facility this Agreement shall govern that work.

2.2 The following are specifically excluded from the definition of Covered Work:

2.2.1 Any work performed on or near the Project site by federal, state, county, city or other governmental bodies and/or agencies or their contractors or work performed by utilities or their contractors;

2.2.2 Work performed by supervisors not covered by a collective bargaining agreement, technical or non-manual employees including but not limited to executives, office and clerical personnel, drafters, staff engineers, technical advisors, vendor quality control representatives, logistic and materials support, timekeepers, messengers,

or any other employees above the classification of general foreman who perform administrative/clerical functions; and

2.2.3 Operations and maintenance work.

2.3 Fabrication provisions in local and/or national agreements shall not apply. Any manufactured items produced in a manufacturing facility for the supply of products to the Project is not Covered Work and shall not be considered subcontracting under Article 3 below. However, any offsite assembly of components (other than manufacturing products at a manufacturing facility) for the Project is Covered Work and shall be performed onsite.

**ARTICLE 3
SUBCONTRACTING**

3.1 Primary Employer and each other Employer agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract or subcontract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.

3.2 Primary Employer is a signatory to the Carpenters and Laborers Master Agreements only. Primary Employer intends to self-perform those portions of the Carpenters and Laborers Covered Work identified on Attachment B. Nothing herein is intended to bind Primary Employer to any other Master Agreements than those the Primary Employer is already a signatory to so long as Primary Employer self-performs only work assigned to the Carpenters or Laborers as provided in Attachment B.

3.3 Primary Employer and each other Employer agree that they will subcontract Covered Work only to a person, firm, corporation or other entity who is or becomes a party to this Agreement, who is primarily a C-10 electrical contractor (for IBEW Covered Work only), and who is or becomes signatory to the applicable Master Agreement pertaining to the scope of work identified in Attachment B for that particular Employer, or, in the case of a national contractor, a national agreement with the applicable Union. Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound and the applicable Master Agreement. Every Employer shall notify the Union in writing within five business days after it has subcontracted work, and shall at the same time provide to the Union a copy of the executed Attachment A,

Agreement to be Bound.

3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer and every other Employer, to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Employers, at all tiers, assigning, awarding, contracting or performing, or authorizing another to assign, award, contract or perform Covered Work shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement, and the applicable Master Agreement or national agreement as provided in Section 3.2 above. Any Employer that fails to obtain the signature of its lower tier contractors or subcontractors shall be liable for any failure of that lower tier contractor or subcontractor to comply with the provisions of this Agreement, including any contributions to any trust funds that the lower tier contractor or subcontractor fails to make. Each Employer shall provide a copy of their signature and their subcontractors' signature to the Agreement to Be Bound to the applicable union.

**ARTICLE 4
WAGES AND BENEFITS**

4.1 All employees performing Covered Work and covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and benefits, and contributions made on their behalf to multi-employer trust funds, all in accordance with the applicable Union's Master Agreement in effect at the time of the execution of the Agreement to be Bound and any subsequently negotiated Master Agreement, however Employers shall not be liable for any retroactive increase in compensation (wages or benefits of any kind) unless otherwise agreed to within the new Master Agreement.

4.2 Employees performing Covered Work in the IBEW CW classification shall receive wages and benefits as specified in Attachment C.

**ARTICLE 5
UNION RECOGNITION AND
REFERRAL**

5.1 The Employers recognize the Unions signatory to this Agreement which have craft jurisdiction over such Employer's scope of work on the Project as the sole and exclusive collective bargaining agent for their construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of the Unions.

5.2 All employees performing Covered Work shall be or shall become and then remain members in good standing of the applicable Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3 The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring practices of the Unions as set forth in each applicable Master Agreement, including hiring of apprentices, and to utilize its registration facilities and referral systems.

5.4 The Unions shall exert their utmost efforts, including requesting assistance from other local unions, to recruit a sufficient number of skilled craftsmen to fulfill the manpower requirements of the Employers. In the event the referral facilities maintained by the Union does not refer the employees as requested by an Employer within a forty-eight (48) hour period after such requisition is made by an Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants from any source, but shall arrange for a dispatch to be issued for those applicants from the Union within forty-eight (48) hours of the commencement of employment, and the dispatch shall upon request be issued by the Union to the employee. Employer will notify the Union of such gate-hires.

5.5 If specified in the applicable Master Agreement, each Union shall have the right to designate a working journeyman as a working steward. The steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. The steward shall be concerned with the employees of the steward's Employer and not with the employees of any other Employer. A steward shall be allowed sufficient time to perform his/her duties.

ARTICLE 6 WORK STOPPAGES AND LOCKOUTS

6.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs, handbilling where the handbilling relates to the Project or to the Owner, Primary Employer, or other Employer working or providing work on the Project, or interference with the work or other disruptive activity of any kind at the Project site for any reason by the Unions, their agents, representatives, or by any employee, and there shall be no lockout by any Employer. Failure of either a Union or an employee to cross any picket line established at the Employer's project site is a violation of this Article.

6.2 The Unions shall not sanction, aid, abet, encourage, condone or participate in or continue any work stoppage, delay, strike, picketing or any other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project or which violate this Article, shall be subject to disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire or further work on the Project.

6.3 A Union shall not be liable for acts of employees that it does not represent. With respect to employees the Union does represent, the principal officer or officers of the Union will immediately instruct, and order and use the best efforts of his office to cause such employees to cease any violations of this Article. A Union complying with this obligation shall not be liable for any unauthorized acts of the employees it represents. The failure of the Employer to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

6.4 The Unions agree that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.

6.5 In the event of any work stoppage, strike, sympathy strike, picketing, handbilling or interference with the work or any other disruptive activity at the Project site in violation of this Article, the Primary Employer may suspend all or any portion of the Project work affected by such activity at the Primary Employer's discretion and without penalty.

6.6 In lieu of, or in addition to, any other action at law or equity or any rights an Employer may have under the applicable Master Agreement, any party may institute the following procedure when a breach of this Article is alleged, after the Union has been notified of the fact, understanding that the grieving party has the discretion to opt for resolution of any dispute under this Article or through Article 8 instead.

6.6.1 The party invoking this procedure shall notify the American Arbitration Association who shall select an arbitrator within twenty-four (24) hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the Union.

6.6.2 Upon receipt of said notice, the Arbitrator selected above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists or is threatened to resume.

6.6.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

6.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union, and such Award shall be served on all parties by hand or registered mail or by electronic mail upon issuance. The Union accepts service pursuant to any of the foregoing means of notice and expressly waives notice by more formal means.

6.6.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 6.6.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The

Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail or by electronic mail. All parties waive the right to require the issuance of a bond or other security for issuance of an injunction or an appeal to a refusal to issue one under this Article.

6.6.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

6.6.7 If the Arbitrator determines that a violation has occurred in accordance with Section 6.6.4 above, the party or parties found to be in violation shall pay as liquidated damages the following amounts: for the first shift in which the violation occurred, \$10,000; for the second shift, \$15,000; for the third shift, \$20,000; for each shift thereafter on which the craft has not returned to work, \$20,000 per shift. The Arbitrator shall retain jurisdiction to determine compliance with this section and this Article.

6.7 The procedures contained in this Article shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 8.

6.8 Notwithstanding the provisions of Section 6.1 above, it is agreed that with forty eight (48) hours prior written notice to the Primary Employer, the Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails with respect to work on the Project to make timely payments to the Union's benefit plans or to pay timely its weekly payroll in accordance with its agreements with the Union; provided, however, that in the event the Union or any of its members withhold their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

6.9 If a Master Agreement expires, both the Employer and the Union will abide by the terms of the expired Master Agreement for the duration of the Project until such time as a new Master Agreement is entered into.

**ARTICLE 7
WORK RULES, HOLIDAYS**

7.1 The standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days starting on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2 Moved to Attachment B

7.3 Moved to Attachment B

7.4 Moved to Attachment B

7.5 It will not be considered a violation of this Agreement when the Primary Employer shuts down the Project at the discretion of the Primary Employer for any reason other than a labor dispute or any Employer considers it necessary to shut down to avoid loss of human life because of an emergency situation that could endanger life or safety. In such cases, employees will be compensated only for the actual time worked. In case of a situation described above whereby the Primary Employer or any Employer requests employees to wait in a designated area available for work the employees will be compensated for the waiting time.

7.6 Recognized holidays shall be as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate as provided in the applicable Master Agreement not to exceed double the straight time rate of pay.

**ARTICLE 8
GRIEVANCE PROCEDURE**

8.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than successorship) shall be considered a grievance. Questions between or among parties signatory to the Master Agreement arising out of or involving the interpretation of the Master Agreement

shall be resolved under the grievance procedure(s) provided in the applicable Master Agreement.

8.2 The Primary Employer and other Employers, as well as a Union, may bring forth grievances under this Article.

8.3 A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or reasonably should have been discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

8.4 Grievances shall be settled according to the following procedure (provided that grievances that do not involve an individual grievant or grievants shall be discussed by Primary Employer and the Union, and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, shall commence at Step 2):

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the grievance has been brought to the attention of the Employer.

Step 2

In the event the matter remains unresolved in Step 1 above after five(5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager of the Union or his designee and the site construction manager or Labor Relations representative of the Employer(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the Primary Employer.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager of the Union or his designee and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Primary Employer. 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.

8.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

8.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the Primary Employer. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

8.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

8.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

8.9 Any party to a grievance may invite the Primary Employer to participate in resolution of a grievance. The Primary Employer may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

8.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail, electronic mail, or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance. Failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances.

8.11 In order to encourage the resolution of disputes and grievances, the parties agree that settlements shall not be precedent setting.

ARTICLE 9 WORK JURISDICTION AND PRE-JOB MEETINGS

9.1 All Covered Work will be assigned to the appropriate Union as identified in Attachment B.

9.2 Prior to the commencement of work at the site of construction the Primary Employer shall hold a Pre-job Conference with the Unions for the purpose of discussing the scope, schedule, manpower requirements, and jurisdictional work assignments. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each contractor's contract.

9.3 In the event of any jurisdictional or similar dispute concerning an Employer's assignment of work on this Project, the Employer and the Unions agree to cooperate to attempt to resolve such dispute expeditiously and efficiently; however, nothing in this Section shall require the Unions to agree to any modification of this Agreement. Until the jurisdictional or similar dispute is resolved, the Employer's work assignment shall be followed. This Article (including Attachment B), rather than any jurisdictional dispute resolution procedure in a Union's Master Agreement, shall apply to jurisdictional disputes involving the assignment of work on this Project to a Union.

**ARTICLE 10
GENERAL WORKING CONDITIONS**

10.1 The selection of craft foremen and/or general foremen shall be entirely the responsibility of each Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to the qualified individuals referred to the Employer who are available in the local area. After giving such consideration, the Employer may select such individuals from other areas. All foremen shall take orders from the designated Employer representatives.

10.2 There shall be no limit on production by employees or restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

10.3 The Primary Employer and/or any Employer may establish and employees shall observe such reasonable project job site work rules as the Primary Employer and/or Employer deems appropriate. These rules will be reviewed and discussed at the pre-job conference, distributed to all employees, posted at the project site by the Primary Employer, and may be amended thereafter as necessary.

**ARTICLE 11
MANAGEMENT RIGHTS**

11.1 The Primary Employer and Employers retain and shall exercise full and exclusive authority and responsibility for the management of their respective operations and work forces, except as expressly limited by the terms of this Agreement or the applicable Master Agreement. This authority includes, but is not limited to, the rights retained by Employers under the Master Agreement and the rights to:

11.1.1 Plan, direct and control the operation of all the work.

11.1.2 Decide the number and type of employees required for the work.

11.1.3 Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required, and to select and hire directly all supervisory personnel above the classification of general foreman it considers necessary and desirable, without such persons being referred by the Union.

11.14 Discharge, suspend or discipline employees in accordance with the applicable Master Agreement.

11.15 Require all employees to observe the Primary Employer's, Employer's and Owner's reasonable Project Rules, Security, Environmental and Safety Regulations, consistent with the provisions of this Agreement. These Project Work Rules and Regulations shall be supplied to the Union, to all employees and posted on the job site.

11.16 Determine the work methods and procedures.

11.1.7 Determine the competency of all employees.

11.1.8 Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by any Union to perform work, including overtime work, assigned. Such cases shall be subject to the grievance procedure.

11.1.9 Utilize any safe work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designer.

11.1.10 Purchase materials or equipment from any source it deems appropriate.

11.2 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Employers, therefore, retain all legal rights not specifically given up in this Agreement.

ARTICLE 12 SUCCESSORSHIP AND SURVIVABILITY

12.1 The subcontracting obligations described in Article 3 are independent obligations of Primary Employer which shall survive any full or partial termination of Primary Employer's involvement in the Project for any reason, including, without limitation: (i) any full or partial termination or transfer of Primary Employer's right to control and coordinate construction work on the Project; (ii) any full or partial termination or transfer of a contract, if any, between Primary Employer and any Owner for any Covered Work; (iii) the transfer of all or any portion of the Project or any interest in the Project by any Project Owner; or (iv) any other event that results in the replacement of Primary Employer with another contractor.

12.2 The parties agree that: (i) if Primary Employer's involvement

in the Project is terminated as described in Section 12.1, and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 3, then Primary Employer shall pay liquidated damages, as described in Section 12.3, to compensate for the actual damages caused by reason thereof. The parties agree that such damages would be unreasonably difficult, costly, inconvenient or impracticable to calculate and, accordingly, they agree to liquidated damages which bear a reasonable relationship to the actual harm suffered by the Union and their members, as provided in Section 12.3 ("Liquidated Damages").

12.3 In that Liquidated Damages are owed as described in Section 12.2, Primary Employer shall pay an amount equal to the journeyman total compensation package of the applicable Union for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signed to this Agreement. The Liquidated Damages shall be paid as follows: Half to the qualified pension plan and half to the qualified health and welfare plan of the Union having jurisdiction over the work performed by the contractor not signatory to this Agreement. The parties agree that the Unions shall enforce, collect and receive Liquidated Damages pursuant to Article 12 on behalf of its qualified pension plan and its qualified health and welfare plan. The qualified pension plans and the qualified health and welfare plans shall have no right to enforce independently the provisions of this Agreement, including, but not limited to, the Liquidated Damages provisions contained in Article 12.

12.4 Primary Employer shall be released from all obligations under this Agreement with respect to all or any portion of the Project, including liability for the payment of Liquidated Damages, and shall have no liability for any breach of this Agreement by a successor upon Primary Employer's receipt of a fully executed release by the Union. Such release shall not be withheld if, under all the circumstances, the Union, in the exercise of its reasonable judgment, determines that the successor has the financial means to complete the Project and to comply with the successor Primary Employer's obligations and undertakings under this Agreement, including any obligation to pay Liquidated Damages.

12.5 This Article shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

**ARTICLE 13
HELMETS TO HARDHATS**

13.1 The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

13.2 The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

**ARTICLE 14
GENERAL PROVISIONS**

14.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the parties shall suspend the operation of such article or provision during the period of its invalidity, and the Primary Employer and the Unions shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the Primary Employer and the Unions shall be binding on all parties signatory to this Agreement. At all times relevant the provisions of Article 6 will apply.

14.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or

circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

14.3 The provisions of this Agreement shall take precedence over conflicting provisions of the applicable Master Agreement or any other local, area, regional, or national collective bargaining agreement.

14.4 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement shall apply.

14.5 This Agreement may be amended or otherwise modified by mutual agreement in writing between Primary Employer and the Unions. Employers executing Attachment A, the Agreement to be Bound, acknowledge and accept all such amendments and modifications executed prior to their respective execution of the Agreement to be Bound.

14.6 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

14.7 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

ARTICLE 15 TERM OF AGREEMENT

15.1 The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work at the Project pursuant to Article 2.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 13, 2015.

McCarthy Building Companies, Inc.

Laborers Local Union 270

By: [Signature]
Its: Vice President Operations

By: Enrique G. Argüello
Its: Business Manager

Carpenters Local Union 605

By: _____
Its: Business Manager

Pile Drivers Local Union 34

By: _____
Its: Business Manager

Millwrights Local Union 102

By: _____
Its: Business Manager

Operating Engineers Local Union 3

By: _____
Its: Business Manager

International Brotherhood of Electrical
Workers Local Union 234

By: _____
Its: Business Manager

Iron Workers Local Union 155

By: _____
Its: Business Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 12, 2015.

McCarthy Building Companies, Inc.

Laborers Local Union 270

By: [Signature]
Its: Vice President Operations

By: _____
Its: Business Manager

Carpenters Local Union 605

By: [Signature]
Its: Business Manager

Pile Drivers Local Union 34

By: [Signature]
Its: Business Manager

Millwrights Local Union 102

By: [Signature]
Its: Business Manager

Operating Engineers Local Union 3

By: _____
Its: Business Manager

International Brotherhood of Electrical
Workers Local Union 234

By: _____
Its: Business Manager


Iron Workers Local Union 155

By: _____
Its: Business Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 13, 2015.

McCarthy Building Companies, Inc.

Laborers Local Union 270

By: 
Its: Vice President Operations

By: _____
Its: Business Manager

Carpenters Local Union 605

By: _____
Its: Business Manager

Pile Drivers Local Union 34

By: _____
Its: Business Manager

Millwrights Local Union 102

By: 
Its: Business Manager

Operating Engineers Local Union 3

By: _____
Its: Business Manager

International Brotherhood of Electrical
Workers Local Union 234

By: _____
Its: Business Manager

Iron Workers Local Union 155

By: _____
Its: Business Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 13, 2015.

McCarthy Building Companies, Inc.

Laborers Local Union 270

By: [Signature]
Its: Vice President Operations

By: _____
Its: Business Manager

Carpenters Local Union 605

By: _____
Its: Business Manager

Pile Drivers Local Union 34

By: _____
Its: Business Manager

Millwrights Local Union 102

By: _____
Its: Business Manager

Operating Engineers Local Union 3

By: _____
Its: Business Manager

International Brotherhood of Electrical
Workers Local Union 234

By: [Signature] 3.24.2015
Its: Business Manager

Iron Workers Local Union 155

By: _____
Its: Business Manager

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 13, 2015.

McCarthy Building Companies, Inc.

Laborers Local Union 270

By: [Signature]
Its: Vice President Operations

By: _____
Its: Business Manager

Carpenters Local Union 605

By: _____
Its: Business Manager

Pile Drivers Local Union 34

By: _____
Its: Business Manager

Millwrights Local Union 102

By: _____
Its: Business Manager

Operating Engineers Local Union 3

By: _____
Its: Business Manager

International Brotherhood of Electrical
Workers Local Union 234

By: _____
Its: Business Manager

Iron Workers Local Union 155

By: [Signature]
Its: Business Manager

**ATTACHMENT A
AGREEMENT TO BE BOUND**

**PROJECT LABOR AGREEMENT
CALIFORNIA FLATS SOLAR PROJECT**

The undersigned hereby certifies and agrees that:

- 1.) It is an Employer as that term is defined in Section 1.4 of the California Flats Solar Project Labor Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Article 2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED:

Name of Employer

(Authorized Officer & Title)

(Address)

**ATTACHMENT B
WORK ASSIGNMENTS**

ITEM	WORK ACTIVITY	ASSIGNMENT
1.	Surveying	OE
2.	Soil testing, compaction testing	OE
3.	Grading, cranes, trenching machines, forklift work serving multiple crafts	OE
4.	Curbs and gutters	Carp/IW/Laborers
5.	Vegetation management and weed control	Laborers
6.	Chain link perimeter fencing	Laborers/OE
7.	Dust control	Laborers
8.	Landscaping and erosion control	Laborers
9.	Rigging for off-loading of large equipment or materials of multiple crafts	IW
10.	Excavation and backfilling of trenches by hand	Laborers
11.	Drinking water distribution	Laborers
12.	General site cleanup	Laborers
13.	Concrete foundations	Carp/IW/Laborers
14.	Post insertion <ul style="list-style-type: none"> • Seated equipment • Walk-behind equipment (no seat and <50 HP) 	OE/Piledrivers Laborers
15.	Uncrating of metallic components of the racking system	Laborers
16.	Supporting steel, brackets, I-Beams, and other metallic components of the racking system between the post and module attachment	IW
17.	Cleanup of crating materials for the racking system	Laborers
18.	Handling and installation of PV Modules: The staging area placement, inspection, uncrating of panels will be the work of the Laborers, including cleanup of crate materials. The installation of PV panels/modules is the work of the IBEW	Laborers IBEW

ITEM	WORK ACTIVITY	ASSIGNMENT
19.	Electrical and communications wiring, cables and conduit below and above ground, AC and DC connections, wire trays, combiner boxes, tracking control boxes and other electrical equipment	IBEW
20.	Mounting and alignment of drive motors; pivot shaft	Millwright
21.	Handling and installation of inverter enclosures	IBEW/IW
22.	Industry standard electrical startup and commissioning	IBEW
23.	Buildings	BTs Plan Jurisdiction
24.	Water storage tanks and piping	Boilermaker/UA

Any other work assignments will be based on this table and traditional building trades' jurisdiction.

Journeyman and Apprenticeship Ratios

Handling and installation of PV modules will be primarily performed by employees in the IBEW CW classification. There shall be at least one journeyman and one apprentice for each four CWs.

There shall be at least one journeyman for each apprentice for IBEW Covered Work other than PV module handling and installation.

Employers may utilize Ironworker apprentices for all Ironworker Covered Work, provided that there shall be at least one journeyman for each one apprentice.

ATTACHMENT C Construction Wireman



**Construction Electrician/Construction Wireman
Wage and Fringe Benefits**



California Bay Area Region
For Locals 6, 180, 234, 302, 332, 551, 595W, and 617
Effective January 1, 2015 to May 31, 2015

CE/CW Classifications	WAGE	HEALTH & WELFARE (refer to Appendix D)	NEBF (3% of wages)	NLMCC	TRAINING (JATC)	AMF (0.5% of wages)	TOTAL PACKAGE
Construction Electrician Level 2, (Lead/Foreman) (110%)	\$31.60	\$5.01	\$0.95	\$0.01	\$0.85	\$0.16	\$38.58
Construction Electrician Level 2 (10,001 and above)	\$28.73	\$5.01	\$0.86	\$0.01	\$0.85	\$0.14	\$35.60
Construction Electrician Level 1 (8,001 - 10,000 hrs) (80%)	\$22.98	\$5.01	\$0.69	\$0.01	\$0.85	\$0.11	\$29.65
Construction Wireman Step 6 (7,001 - 8,000 hrs) (75%)	\$21.55	\$5.01	\$0.65	\$0.01	\$0.85	\$0.11	\$28.18
Construction Wireman Step 5 (6,001 - 7,000 hrs) (70%)	\$20.11	\$5.01	\$0.60	\$0.01	\$0.85	\$0.10	\$26.68
Construction Wireman Step 4 (5,001 - 6,000 hrs) (65%)	\$18.67	\$5.01	\$0.56	\$0.01	\$0.85	\$0.09	\$25.19
Construction Wireman Step 3 (4,001 - 5,000 hrs) (60%)	\$17.24	\$5.01	\$0.52	\$0.01	\$0.85	\$0.09	\$23.72
Construction Wireman Step 2 (3,001 - 4,000 hrs) (55%)	\$15.80	\$5.01	\$0.47	\$0.01	\$0.85	\$0.08	\$21.22
Construction Wireman Step 1 (2,000 -3,000 hrs) (50%)	\$14.37	\$5.01	\$0.43	\$0.01	\$0.85	\$0.07	\$20.74

1. All trust contributions shall paid on hours worked.
2. Apprenticeship contributions shall be paid to the Local Union where the work is being performed.
3. Working assessments will be 3% of the hourly wage and shall be paid to the Local Union where the work is being performed.
4. June 1, 2015 - cost of living increase using the Bay Area index

EXHIBIT C

SENATE RULES COMMITTEE

AB 569

Office of Senate Floor Analyses
1020 N Street, Suite 524
(916) 651-1520 Fax: (916) 327-4478

THIRD READING

Bill No: AB 569
Author: Emmerson (R)
Amended: 8/20/10 in Senate
Vote: 21

2009 VOTES NOT RELEVANT

SENATE LABOR & INDUSTRIAL RELATIONS COMM: 5-0, 6/23/10
AYES: DeSaulnier, Ducheny, Hollingsworth, Leno, Yee
NO VOTE RECORDED: Wyland

SENATE APPROPRIATIONS COMMITTEE: Senate Rule 28.8

ASSEMBLY FLOOR: Not relevant

SUBJECT: Meal periods: exemptions

SOURCE: United Parcel Service

DIGEST: This bill exempts employees in certain industries from meal period laws if the employees are covered by a collective bargaining agreement.

Senate Floor Amendments of 8/20/10 delete the reference to “the transportation industry” in reference to commercial drivers.

ANALYSIS: Existing law requires, with certain exemptions, that all employees receive a meal break of 30 minutes before the start of the 5th hour of work, unless the work period is no more than six hours and both the employer and the employee choose to waive the meal period by mutual consent.



Meal period exemptions apply to:

1. Employees in the wholesale baking industry, when covered by a collective bargaining agreement;
2. Employees in the motion picture industry, when covered by a collective bargaining agreement; and
3. Public transit bus drivers covered by a collective bargaining agreement.

Existing law requires that if the work period is more than ten hours, a second meal period of 30 minutes must also be granted to an employee. This second meal period can be waived by the mutual consent of the employer and employee, but only if the work period is no more than 12 hours, and the first meal period was not waived.

Existing law states that if an employer fails to provide a meal break, the employer must give the employee one hour of additional premium wages at the employee's regular rate of compensation for each workday that a meal period was not provided. If unpaid, existing law requires that this wage accrues for 30 days and the statute of limitations on its collection runs for three years.

Existing wage orders state that employees in the transportation and construction industries must be relieved of all duty during the meal break. Otherwise, the meal break is considered "on duty" and counted as work. An "on duty" meal break may be allowed only when the nature of the work prevents an employee of being relieved of all work duties, and when a written agreement between the employer and employee for an on-the-job paid meal break period is agreed to. The employee may revoke the agreement in writing at any time.

This bill exempts employees in the following industries:

1. Construction;
2. Commercial drivers;
3. Security officers employed by private patrol operators; and
4. Gas companies, electric companies, and publicly owned utilities

Those employees are only exempted if they are covered by a collective bargaining agreement, and that agreement:

1. Expressly provides for the wages, hours of work, and working conditions of employees, and expressly provides for meal periods for those employees,
2. Provides final and binding arbitration of disputes concerning application of its meal period provisions, and
3. Provides a premium wage rates for all overtime hours worked, and a regular hourly rate of pay of not less than 30 percent more than the state minimum wage rate.

This bill also declares that these meal period exemptions do not affect the nature or scope of existing law related to meal periods for employees or employers not specifically covered by the exemptions.

Background

In 1999, AB 60 (Knox) became law, which included the codification of the Industrial Welfare Commission (IWC) Wage Order requirement that all employers provide a meal period for their employees. Prior to AB 60, meal periods had been required by the regulatory IWC Wage Orders, but, with the exception of a few industries, were not statutorily required. The following year, AB 2509 (Steinberg) created the monetary punishment for employers who do not provide a meal period for their employees.

In 2002, the Department of Labor Standards Enforcement (DLSE) enforcement manual interpreted the requirement of the employer to provide a meal period as a responsibility that falls directly on the employer to ensure that the employee takes a meal period, much as it is the employer's responsibility to ensure that his or her employee is paid the minimum wage.

Two years later, the DLSE sought to create emergency regulations to define the requirement to provide a meal period to "supply" or "make available". These regulations were withdrawn in 2005, and the DLSE decided to not move forward with further meal period regulations in 2006. This left the 2002 DLSE interpretation intact.



During this period, Wage Order 16, which applied to construction employees, contained a collective bargaining exemption for construction employees. However, in 2006, a California Court of Appeal held in Bearden v. U.S. Borax, Inc that this collective bargaining exemption contained in Wage Order 16 conflicted with the Labor Code and was therefore invalid.

On July 22, 2008, the California Court of Appeal in Brinker Restaurant Corporation v. Superior Court of San Diego County (Hohnbaum) (2008) interpreted existing law and the IWC Wage Order meal period provisions as a requirement for employers to provide meal periods by making them available, but need not ensure that they are taken. Employers, however, cannot impede, discourage or dissuade employees from taking meal periods.

However, On October 22, 2008, the California Supreme Court granted review of the California Court of Appeal decision in Brinker Restaurant Corp. v. Superior Court of San Diego County (Hohnbaum). The Supreme Court's grant of review supersedes the Court of Appeal's decision. The Supreme Court is expected to confirm, among other things, whether the meal period laws and regulations impose upon employers a responsibility to ensure that employees actually take the meal period, or rather that the employer's obligations is simply to make that meal period available to the employee and afford the employee the opportunity to take the meal period.

Until the Supreme Court can clarify the meaning of Labor Code §512, the new position of the DLSE is that "[t]aken together, the language of the statute and the regulation, and the cases interpreting them demonstrates compelling support for the position that employers must provide meal periods to employees but do not have an additional obligation to ensure that such meal periods are actually taken." (Emphasis added.)

This bill excludes commercial drivers and construction employees covered by a collective bargaining agreement from Labor Code §512, which would side-step the question of the provision of a meal period for other employees in these industries.

Prior Legislation

AB 2593 (Keene) 2005-06 Session, would have exempted commercial drivers from meal period provisions. This bill was vetoed in 2005. The Governor stated that he vetoed AB 2593 because it singled out a specific

industry, and the he felt it could imperil ongoing litigation. This bill passed the Senate Floor on 8/30/06 (38-0).

AB 1734 (Koretz), Chapter 414, Statutes of 2005, exempted certain employees in the motion picture industry from meal period requirements if they were covered by a valid collective bargaining agreement with specified terms. This bill passed the Senate Floor on 9/7/05 (36-3).

AB 3018 (Koretz) of 2003-04 Session, which contained language identical to AB 2593 of 2005, allowed commercial drivers to negotiate meal period requirements if covered by a collective bargaining agreement. It was vetoed by the Governor. This bill passed the Senate Floor on 8/26/04 (30-2).

FISCAL EFFECT: Appropriation: No Fiscal Com.: Yes Local: No

SUPPORT: (Verified 8/24/10)

United Parcel Service (source)
 AFA Chapter
 Associated General Contractors
 CAL SMACNA
 California Association of Licensed Security Agencies, Guards and Associates
 California Chapter of the National Electrical Contractors Association
 California Fence Contractors Association
 California Legislative Conference of the Plumbing, Heating and Piping Industry CLC
 California-Nevada Chapter of Operating Engineers
 Construction Employers' Association
 Engineering & Utility Contractors Association
 Engineering Contractors' Association
 Flasher Barricade Association
 Marin Builders Association
 MV Transportation, Inc., Fairfield, CA
 National Electrical Contractors Association
 Southern California Contractors Association

OPPOSITION: (Verified 8/24/10)

Associated Builders and Contractors of California (Unless Amended)
 California Employment Lawyers Association



California Hospital Association (Unless Amended)
 California Manufacturers and Technology Association (Unless Amended)
 California Nurses Association/National Nurses Organizing Committee
 Department of Industrial Relations
 National Federation of Independent Business (Unless Amended)
 National Gypsum (Unless Amended)
 National Right to Work Committee
 USS-POSCO Industries (Unless Amended)

ARGUMENTS IN SUPPORT: The supporters state that this bill will provide an immediate necessary flexibility for collectively bargained commercial drivers and employees of the construction industry. UPS notes that, while they continue to support broader approaches to meal period flexibility, UPS argues that it cannot continue to discipline their collectively bargained drivers when flexible solution agreed to by management and employers is available.

Associated General Contractors (AGC) argues that the various interpretations of meal period law by enforcement officials have led to significant confusion and litigation. AGC reports that in order to avoid liability, contractors are forced to police their workforce to their meal periods without interruption. Although many construction companies operate under collective bargaining agreements, they have lost their ability to bargain on the meal period issue due to *Bearden v. Borax*. Finally, AGC notes that, in this economic climate, providing flexibility for collectively bargained contractors will supply key relief from litigation.

ARGUMENTS IN OPPOSITION: The California Nurses Association (CNA) argues that by carving out groups of workers under collective bargaining agreements will compromise basic labor law that protects the ability of all workers to have a lunch break. CNA believes that carving out specific industries will encourage other employers to push for similar exemptions, which employers will use as a take-away during negotiation. CNA notes that it is difficult for RNs to receive meal breaks due to staffing issues and nurse to patient ratio laws. CNA believes that the best way for RNs to take their meal breaks is to be backed-up by existing law, and therefore opposes any collective bargaining carve out that could create a precedent for the healthcare industry.

Other opponents, such as the California Manufacturing and Technology Association, the California Hospital Association, the Associated Builders

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and Contractors of California, and other employer organizations, have taken an 'oppose unless amended' position, arguing that this bill should be amended to provide meal period flexibility to all employers. These opponents feel that current meal period law is too rigid and inflexible, and this bill should follow the example of other meal period legislation that applied to all employers.

PQ:nl 8/24/10 Senate Floor Analyses

SUPPORT/OPPOSITION: SEE ABOVE

**** **END** ****



PROOF OF SERVICE

I, Lillian Marquez, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 350 South Grand Avenue, Suite 2300, Los Angeles, California 90071.

On September 14, 2020, I served a copy of the following document(s) described below on the interested parties in this action, as follows:

**REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEFENDANT
CSI ELECTRICAL CONTRACTORS, INC.'S MOTION FOR
JUDGMENT ON THE PLEADINGS**

BY U.S. MAIL: By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth above. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

BY OVERNIGHT MAIL: By placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.

BY E-MAIL OR ELECTRONIC TRANSMISSION: I electronically served the documents on the date shown below to the e-mail addresses of the person listed below. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

ELECTRONICALLY: I caused a true and correct copy thereof to be electronically filed using the Court's Electronic Court Filing ("ECF") System and service was completed by electronic means by transmittal of a Notice of Electronic Filing on the registered participants of the ECF System.

FEDERAL: I declare that I am employed in the office of a member of the State Bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America and State of California that the above is true and correct.

Executed on September 14, 2020, at Los Angeles, California.


Lillian Marquez

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SERVICE LIST

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<p>Peter Roald Dion-Kindem The Dion-Kindem Law Firm Peter R. Dion-Kindem, P.C. 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361 Tel.: (818) 883-4900 Fax: (818) 338-2533 Email: peter@dion-kindemlaw.com</p>	<p>Attorneys for Plaintiff, George Huerta</p>
<p>James A. Bowles Hill Farrer & Burrill LLP One California Plaza 300 S. Grand Avenue, 37th Floor Los Angeles, CA 90071 Tel.: (213) 621-0812 Fax: (213) 624-4840 Email: jbowles@hillfarrer.com</p>	<p>Attorneys for Defendant, Milco National Construction, Inc.</p>
<p>Daphne Mary Annet Burke, Williams Sorensen, LLP 444 S. Flower Street Suite 2400 Los Angeles, CA 90071 Tel.: (213) 236-0600 Fax: (213) 236-2700 Email: dnneet@bwslaw.com</p>	<p>Attorneys for Plaintiff, California Compaction Corporation</p>

CERTIFICATE OF SERVICE

I hereby certify that on December 23, 2021, I electronically filed the foregoing **SUPPLEMENTAL EXCERPTS OF RECORD OF DEFENDANT-APPELLEE CSI ELECTRICAL CONTRACTORS, INC.** with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

Dated: December 23, 2021

By: /s/ Daniel B. Chammas
Daniel B. Chammas
Attorneys for Defendant-Appellee,
CSI ELECTRICAL CONTRACTORS,
INC.

WSACTIVE LLP:12794656.1