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**LANDSCAPE AGREEMENT  
BETWEEN  
U.A. LOCAL 355  
AND  
LANDSCAPE CONTRACTORS COUNCIL OF NORTHERN CALIFORNIA  
FOR NORTHERN CALIFORNIA/NORTHERN NEVADA**

It is the intent of the parties that this Agreement shall succeed any and all agreements for landscape work negotiated by and between U.A. Local 355 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO and the Landscape Contractors Council of Northern California.

**ARTICLE I  
DEFINITIONS**

It is hereby mutually understood and agreed as follows:

1. The term “Union” as used in this Agreement means Local Union 355 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO.
2. The term “Association” as used in this Agreement shall mean Landscape Contractors Council of Northern California, acting on behalf of its members and such other Individual Employers as have authorized it to represent them or Individual Employers who sign the Agreement, or any counterpart thereof.
3. The term “Individual Employer” as used in this Agreement means:
  - A. Any person, firm corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of execution hereof was, or at any time since has become a member of the Association authorized to bind it to the provisions hereof, or;
  - B. Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which at the time of execution hereof was, or at any time since has become, a member of any other Employer Organization which executes this Agreement or any counterpart hereof, or;
  - C. Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement who or which executes this Agreement or any counterpart hereof, or;
  - D. Any person, firm, corporation or other entity of whatsoever nature regularly engaged in the performance of work covered by this Agreement (unless also covered by any special agreement with the Union, the Local Unions or the United Association to which he or it is a party) in which any Individual Employer as defined in Paragraphs A, B, and C, above,

have or hereafter during the term of this Agreement acquires, either directly or indirectly, a controlling interest.

E. Any person, firm, corporation or other entity which joins or participates with, or in any way assists, directly or indirectly, an Individual Employer as defined above, in evading or violating subcontracting provisions of this Agreement.

4. The term "Local Union" as used in this Agreement means any of the Local Unions or District Councils affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO which executes this Agreement.

## ARTICLE II RECOGNITION AND GEOGRAPHIC COVERAGE

5. GEOGRAPHIC COVERAGE: The area covered by this Agreement - All of the State of California above the Northern boundary of Kern County, the Northern boundary of San Luis Obispo County, and the Western boundaries of Inyo and Mono Counties which includes the following counties:

Alameda	Alpine	Amador	Butte
Calaveras	Colusa	Contra Costa	Del Norte
El Dorado	Fresno	Glenn	Humboldt
Kings	Lassen	Madera	Mariposa
Merced	Modoc	Monterey	Napa
Nevada	Placer	Plumas	Sacramento
San Benito	San Joaquin	San Mateo	Santa Cruz
Santa Clara	Shasta	Sierra	Siskiyou
Solano	Stanislaus	Sutter	Tehama
Trinity	Tulare	Tuolumne	Yolo
Yuba			

All of the counties of Nevada which are part of the Northern California/Northern Nevada Pipe Trades geographical jurisdiction, which is hereby incorporated in full herein by reference.

Carson	Churchill	Douglas	Elko	Esmeralda
Eureka	Humboldt	Lander	Lyon	Mineral
Pershing	Storey	Washoe	Whitepine	

6. The Association and the Individual Employers signatory to this Agreement hereby recognize the Union as the sole and exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act of all employees employed by the Individual Employers covered hereby who perform work outlined in Article IV of this Agreement, on all present and future job sites within the jurisdiction of the Union, on the following basis. The Union has requested that each Individual Employer recognize the Union as the Section 9(a) representative of its employees; the Union has offered to submit to each Individual Employer, directly or through its bargaining representative, evidence that the Union has the support of a majority of the Individual Employer's

employees; and the Individual Employer acknowledges and agrees that a majority of its employees have authorized the Union to represent them in collective bargaining.

7. The Union recognizes Landscape Contractors Council of Northern California, hereinafter referred to as the Association, as the sole and exclusive bargaining representative of all of the Individual Employers, who are, collectively, the multi employer bargaining unit.
8. When a project to be constructed in the area covered by the Agreement presents a unique problem of manning, hours worked, or effective competition, the Individual Employer may, through his representative, petition the Business Manager for a Special Project Agreement consideration. After proper presentation of special circumstances of the project, a Special Project Agreement may be approved by a Special Project Agreement Committee, composed of the Business Manager of the Union and a representative appointed by the Association.
  - A. The Union shall make available to any signatory Individual Employer the provisions of a Special Project Agreement, upon request by the Individual Employer or his representative, for the same job in which the Special Project Agreement is set forth. Special Project Agreements are otherwise exempt from the provisions of Article XVIII, Section 127 of this Agreement.
9. This Agreement may be used in conjunction with other U.A. Local Union Agreements. It shall be the responsibility of the Individual Employers who want to bid for work that may fall under this Agreement and/or any local agreement to contact Local 355 and the Local Union in whose jurisdiction the work will be performed, no later than ten (10) days prior to the bid date, as to which agreement would apply to the work in question.
10. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with this recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers. Accordingly, any increase in wages and fringe benefit contributions agreed to during the term of this Agreement through June 30, 2019, pursuant to reopeners set forth in this Agreement, shall be limited to 15% over the July 1, 2016 total hourly Journeyman wage and fringe rate.
11. Employers shall retain freedom of assignment of all work to the extent that the work was assigned to existing employees prior to the date of execution of this Agreement, and the Union agrees not to dispute union jurisdiction or employer assignments of such work.

### **ARTICLE III CLASSIFICATION DESCRIPTIONS**

12. JOURNEYMAN. The term "Journeyman" is defined as a person who has completed an apprenticeship in landscaping or worked a minimum of five (5) years on landscape work or a combination of both. A Foreman shall be paid ten percent (10%) over the Journeyman rate.

13. APPRENTICE. The term “Apprentice” is defined as a person who is registered with the Division of Apprenticeship Standards and the Department of Labor Office of Apprenticeship as a Landscape Apprentice.
14. ASSISTANT JOURNEYMAN. The term “Assistant Journeyman” is defined as a person who can perform landscape work, such as the distribution of irrigation pipe and drainage pipe and related trenching as well as soil amending, planting and shovel work. An Assistant Journeyman can perform flushing of lines, stocking and expediting materials. An Assistant Journeyman may be advanced to the classification of Journeyman when he or she has worked a minimum of five years on landscape and related work and has demonstrated Journeyman level competence to the mutual satisfaction of the parties to this Agreement.
15. TRADESMAN. The term “Tradesman” (Tradesman I and II) is defined as a person who can perform all covered work including that which is required to assist the Journeyman and Assistant Journeyman in the performance of their work. A Tradesman I may be advanced to the category of Tradesman II when he/she has completed the requirements outlined in Article XII of this Agreement. Tradesman I or II may be advanced to Assistant Journeyman after two years of continual employment on landscape and irrigation to the mutual satisfaction of the parties to this Agreement.

#### **WORK CLASSIFICATION**

16. The first classification is that of “Landscape Journeyman.” The Landscape Journeyman can perform any of the work under this Agreement.
17. The second classification is “Apprentice.” Upon completion of five years on the job and related classroom training and with the approval of the Apprenticeship Committee, the Apprentice shall advance to Landscape Journeyman status. The length of apprenticeship training shall be a period of five years. Each year shall be equal to one (1) twelve (12) month period of training. Each Apprentice shall serve a minimum of nine hundred (900) hours of on-the-job training before advancing to the next period of training. The Apprentice shall not advance to the next period of training in less than six (6) months. The Apprentice may advance a maximum of six (6) months during the apprenticeship provided the Apprentice has the written approval of the Individual Employer and the Apprenticeship Committee.

#### **ARTICLE IV WORK COVERED**

18. The Landscape Industry is defined as follows: Decorative landscaping, such as decoration walls, pools, ponds, fountains, reflection units, low voltage lighting displays, hand grade landscape areas, tractor grade landscape areas, finish rake landscape areas, spread top soil, build mounds, trench for irrigation manual or power, layout for irrigation backfill trenches, asphalt, plant shrubs, trees, vines, set boulders, seed lawns, lay sod, use ground covers such as flatted plant materials, rock rip rap, colored rocks, crushed rock, pea gravel, and any other landscapeable ground covers, installation of header boards and cement mowing edges, soil preparation such as wood shavings,

fertilizers (organic, chemical or synthetic), top dress ground cover areas with bark of any woods residual or other specified top dressing, watering of plants and all clearing and clean up prior to and after landscaping.

- A. In addition to the above paragraph, the work covered shall include but not be limited to all work involved in the distribution, laying, and installation of landscaping irrigation pipe, all types of fixtures, appurtenances and equipment that are part of the piping systems, all types of passive irrigation, the installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to the installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.
- B. Installation of valve boxes, thrust blocks, both precast and poured in place, pipe hangers and supports, incidental to the installation of the entire piping system.
- C. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.
- D. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when performed in conjunction with landscaping.
- E. All piping for ornamental stream beds, and waterways.
- F. All swimming pools in connection with but not limited to the following: schools, parks, single family residential units, condominiums, town houses, apartment houses, mobile home parks, and motels and hotels including remodels, additions, service and repair up to ten stories in height may be performed under the terms and conditions and wage and fringe rates of this Agreement. All other swimming pool piping installed in a building above the ground shall be done by Building Trades Journeymen and Apprentices only, who may be dispatched out of UA Local 355, at no less than the wage and fringe rate of the UA Local Union Master Labor Agreement having jurisdiction in the geographical area where the work is being performed. The Hiring Hall provisions contained in the Local Union's Master Labor Agreement where the work is being performed shall not apply.
- G. All temporary irrigation and lawn sprinkler systems and all types of hydro mulching, seeding and erosion control and all forms of vector control, including chemical (pesticides/herbicides application), and all forms of traps and wildlife barriers.
- H. This Agreement may be used to cover all types of maintenance and plant establishment in all settings where covered work is performed, including but not limited to aquatic and interior settings. Plant establishment, as described in the Individual Employer's contract documents, shall be work covered by this Agreement. This work may be performed exclusively by all classifications outlined in this Agreement without the supervision of a Journeyman, except for Apprentices who require the supervision of a Journeyman. Except for Apprentices on public works, there shall be no ratios for this type of work.

- I. Trenching: Any equipment used for the purpose of trenching for work covered by this agreement is also covered provided it is 35 horsepower or less.
  - J. The installation, replacement and refurbishment of playground equipment and prefabricated park service equipment.
  - K. Covered work includes all forms of safety measures related to the performance of covered work.
19. None of the work covered by this Agreement, which is to be performed at the site of construction, alteration, painting or repair of any building, structure or other work, shall be subcontracted by any Individual Employer except to a subcontractor who agrees to be bound by and comply with the terms and conditions of this Agreement including contribution of fringe benefits.
- A. A subcontractor is defined as any person, firm or corporation who agrees under contract with the employer, or a subcontractor of the employer, or any Individual Employer to perform on the jobsite any part or portion of the construction work covered by this Agreement, including the operation of equipment, performance of labor and installation of materials.

**ARTICLE V  
EMPLOYMENT PROCEDURE**

20. There shall be established a Landscape Industry Hiring Hall, and a hiring list entitled “Landscape Work.”
21. In the hiring of employees to perform the work covered by this Agreement, preference shall be given as follows:
- A. First preference shall be given to individuals who can show that they have been employed on landscape work within the area covered by this Agreement for a period of not less than six months during the two-year period immediately preceding the date of their registration on the Landscape Work List and who have accrued at least 280 hours in the UA Local 355 Health & Welfare Plan during the twelve-month period immediately preceding the date of their registration on the List, in the order in which they registered for employment with the Landscape Industry Hiring Hall. This group shall be known as priority group “A” and individuals in this group shall register on the Landscape Work List as the “A List.”
  - B. Second preference shall be given to individuals who are registered with the Hiring Hall of a Local Union other than Local 355, in the order in which they registered for employment with the Landscape Industry Hiring Hall. This group shall be known as priority group “B” and individuals in this group shall register on the Landscape Work List known as the “B List.”
  - C. Third preference shall be given to individuals who are not eligible to register on the A List or the B List, in the order in which they registered for employment with the Landscape



Industry Hiring Hall. This group shall be known a priority group “C” and individuals in this group shall register on the Landscape Work List known as the “C List.”

- D. Individuals may register on the Landscape Work List by telephone or in person. The names of individuals who register in person will be placed on the appropriate list at the time that they appear at the Landscape Industry Hiring Hall. The names of individuals who telephone will be placed on the appropriate list at the beginning of the next working day in the order in which they telephoned. Individuals shall be registered on the Landscape Work List in the highest priority group for which they qualify. Individuals must re-register on the Landscape Work List every six (6) months.
  - E. The name of an individual shall be stricken from the Landscape Work List (1) when the individual has been dispatched under any provisions of this Agreement and has been employed for a total of more than fourteen (14) days (excluding Saturdays, Sundays and Holidays) within a ninety (90) day period, (2) when the individual has been dispatched under the name call provisions of this Agreement and has worked at least one (1) full day, or (3) if the individual has failed to re-register with the Hiring Hall every six (6) months.
  - F. Prior to dispatch of any employee or applicant for employment, the Union shall verify that person's employment eligibility under the Immigration Reform and Control Act of 1986. The Union shall complete a U.S. Immigration and Naturalization Service Form I-9 for each employee and applicant for employment who is dispatched. However, if the Union is unable to complete verification at the time of dispatch, the employee or applicant will still be eligible for dispatch and the Union shall verify that individual's employment eligibility within three days of dispatch, or 21 days if the employee or applicant has provided a receipt showing application for a document which will establish eligibility. The Union shall keep a copy of each Form I-9 in its files for three years, or until one year after the employee's last day of employment, if later, and shall complete new I-9 forms as required by I.N.S. regulations. In making employment eligibility verifications under this Paragraph, the Union will comply strictly with all I.N.S. regulations, but shall have no liability to the Individual Employer in the event verification is faulty.
22. Individual Employers must secure all employees through the Landscape Industry Hiring Hall. The Union agrees to dispatch employees within forty-eight (48) hours when available. In the event the Union is unable to refer employees within such forty-eight (48) hour period, exclusive of Saturdays, Sundays, and Holidays, the Individual Employer shall be free to secure such employees elsewhere, but not in excess of the number requested. Upon hiring such employees, the Individual Employer shall immediately notify the Union of the name, address and social security number of each employee so hired.
23. Separate lists shall be kept for the registration of Journeymen, Assistant Journeymen and Tradesmen. The registration and dispatch of apprentices shall be under the supervision of the Joint Apprentice Training Committee and in accordance with all applicable federal and state laws and regulations.
24. Notwithstanding any other provisions of this Article, in dispatching employees the employment office of the Union and the employment office of the Local Union with jurisdiction over the

jobsite shall first dispatch employees called for by name provided such employee is registered and available and willing to accept dispatch at the time of receipt of request from the Individual Employer.

25. If an employee registers on the list and does not meet the eligibility requirements and therefore is rejected by the Individual Employer, he shall not be entitled to show-up or travel time.
26. A Joint Hiring Hall Committee consisting of three (3) employer and three (3) employee representatives, shall be established. The Joint Hiring Hall Committee shall be empowered to hear and adjust any and all disputes, complaints and grievances of the Individual Employers, employees and applicants for employment arising out of the operation of the Hiring Hall. In order to achieve uniformity of decision, the Joint Conference Board may call up before it for review any matter coming before Joint Hiring Hall Committees and any decision of the Joint Hiring Hall Committees may be appealed to the Joint Conference Board.
27. Any employee, or applicant for employment aggrieved by the operation of the Hiring Hall, or the application of these rules, has the right to submit his grievance to the Joint Hiring Hall Committee and, if appealed, to the Joint Conference Board, provided that the grievance form is submitted within ten (10) working days of the occurrence of the grievance. Forms for the submission of such grievances shall be available at all times in the employment office of the Union.

## **ARTICLE VI NON-DISCRIMINATION**

28. It is mutually agreed by the Union and the Individual Employer to comply fully with all provisions of Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and such other legislation or applicable executive orders providing that no person shall, on the grounds of age, sex, race, color, national origin, disability, ancestry or Vietnam era veteran status, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by not having full access to the contents of this Agreement. The Union agrees to maintain nondiscriminatory Hiring Hall procedures.
29. The terms and conditions for the operation of the Landscape Industry Hiring Hall on a nondiscriminatory basis are included herein by reference as though set forth verbatim and in full except as herein provided.
30. Workmen will be referred between the hours of 8:00 a.m. and 10:00 a.m. Any workman dispatched during the referral hours and arriving at the shop or jobsite no later than 10:00 a.m. shall be paid from 8:00 a.m. Workmen arriving at the shop or jobsite later than 10:00 a.m. shall be paid for the actual time worked plus one (1) hour.
31. When an Individual Employer places an order for an employee between 8:00 a.m. and 10:00 a.m., at least one (1) day before the employee is to report for work, the employee shall be paid for the actual time worked on the day he reports.
32. COMPOSITE CREW. The parties recognize that it is essential to enhance productivity in the field

of landscape work. It is, therefore, agreed by the parties, that the Individual Employer may establish a Composite Crew consisting of members of various crafts engaged in the performance of some aspect of landscape work in such proportion as are respective of the type of work to be performed. These Composite Crew members will not be restricted as to the duties they will perform while working on the assigned work. The determination of crew size, number of crews, and foremen for the Composite Crew will be solely the responsibility of the Individual Employer. Composite Crew members who are performing bargaining unit work but who are not members of Local 355 or another UA Local Union must have been employees of the Individual Employer prior to the effective date of this Agreement. In all other respects, Composite Crews will be consistent with this Agreement.

33. If a pre-job conference is held, the United Association Local Union in whose concurrent geographic jurisdiction the work will be performed shall be notified.
34. Whenever any test is required of any workman by an Individual Employer by reason of the specification of a job, the Union agrees that upon being requested to furnish men for such test, they will supply only workmen who are experienced in the type of work for which the test is required, unless otherwise agreed to by the Individual Employer. Before any workman commences the test, he shall be placed on the payroll of the Individual Employer. Any workman failing to pass the test shall be paid not less than four (4) hours at straight time rate, unless the time goes beyond the hours of a regular work day, then he shall be paid at the overtime rate.
35. When an employee needs to re-certify in the particular phase of work which he is performing for his Individual Employer, the Individual Employer agrees to continue him on the payroll while he performs his re-certification.
36. No workman shall be permitted to subcontract or lump the installation of any work under the jurisdiction of this Agreement. No workmen shall be allowed to work for themselves except as provided in the Agreement. Violations of this Section shall be submitted to the Joint Conference Board.
37. Where the workmen are required to walk to the work area and the time required to walk to the work area creates a hardship on the workman, the Employer's representative and the Union's representative shall meet to establish a reasonable time to be allowed to walk one way on the Individual Employer's time.

## **ARTICLE VII UNION MEMBERSHIP**

38. All employees covered by this Agreement shall as a condition of employment tender the full and uniform dues and initiation fees in effect to the Union thirty (30) days following the beginning of employment under this Agreement. All employees who may be accepted into membership shall thereafter maintain their good standing in the Union as a condition of employment by paying regular monthly union fees uniformly paid by other members of the same classification in the Union. In the event the employee fails to tender the initiation fee, or fails to maintain his membership in accordance with the provisions of this Section, the Union shall notify the

Individual Employer and the employee in writing. Upon receipt of such written notice, the Individual Employer shall discharge said employee within forty-eight (48) hours, Saturday, Sunday, and Holidays excluded, for failure to maintain continuous good standing in the Union as required above.

39. The dues of each employee covered by this Agreement, who has executed an authorization, in writing, therefore, in a manner and form as required by law, shall be checked off and deducted from his taxable wages in the amount not to exceed 4.5%, or as dispatched, of gross taxable wages, when and as the same is paid into the Financial Institution designated by the parties, and shall be deposited forthwith as paid into the Dues Account of the Union. The authorization shall not be irrevocable for a period of more than one year or beyond the date of termination of this Agreement, whichever first occurs. No employee shall be forced, or in any manner required, to execute the authorization other than by his own free act and will.
40. Each employee desiring to have his dues so checked off shall execute the required authorization and lodge the same with the Financial Institution so designated by the parties. The Individual Employer shall each month, so long as such authorization remains in effect, deduct the employee's dues from his basic pay, in such amount as the Union shall have notified it, in writing, and deposit the same in the Dues Account of the Union.
41. For purposes of this Article, the Individual Employers authorize and appoint the Financial Institution as their agent and the agent of each of them to check off the dues of such of their employees as shall have executed authorization.
42. The Union shall, at the end of each calendar year or more often upon written request of the employee, supply each employee with a statement, mailed to his last known address as shown on the records of the Union, showing the amounts, if any, so checked off, deducted and paid as his dues to the Union.
43. No employee shall be relieved of his obligation to pay dues to the Union by reason of the failure of any Individual Employer to remit his dues check-off pay.
44. Employees joining the Union must pay an initiation fee of seventy-five dollars (\$75.00).
45. Employees employed by Individual Employers prior to the date of execution of this Agreement who are members in good standing in a Local Union, or who perform work covered by this Agreement, may join the Union within sixty (60) days of execution of this Agreement if they so desire and, if they do so, they shall pay a reduced initiation fee of \$40.00. Thereafter, such employees must pay the regular initiation fee of \$75.00 to join the Union.

## **ARTICLE VIII MOVEMENT OF EMPLOYEES**

46. There shall be free movement of men throughout the entire jurisdiction covered by this Agreement, subject to the travel and subsistence pay provisions in this Agreement.

**ARTICLE IX  
DISCHARGE**

47. No employee shall be discharged or discriminated against for activity in or representation of the Union.
48. The Individual Employer shall be the sole judge of the qualifications of all his employees, and may on such grounds, discharge any of them.
49. The Individual Employer shall notify the Union of the names of all employees who have quit, been terminated or recalled during the week. If an employee fails to perform satisfactorily, the Individual Employer shall notify the Union prior to terminating the employee in order to give the Union an opportunity to attempt to resolve the matter. Whenever an employee resigns or is terminated, the Employer shall direct that employee to the Union's hiring hall to sign the out-of-work list. Under no circumstances shall an Individual Employer participate in any way, directly or indirectly, in moving or transferring an employee represented by U.A. Local 355 to a position represented by another labor organization.

**ARTICLE X  
STRIKES AND LOCKOUTS**

50. It is agreed that, with respect to any dispute, complaint, or grievance arising under the terms and conditions of this Agreement, the Union will not initiate, authorize, assist, or support any strike, slowdown, or stoppage of work, including sympathy strikes. It shall be the responsibility of all parties to this Agreement to assure that any and all disputes arising during the term of this Agreement shall be settled in accordance with the applicable provisions of this Agreement.
51. With respect to any dispute, complaint or grievance arising under the terms and conditions of this Agreement or any addendum hereto which is subject to arbitration, it is agreed that neither the Union nor any Local Union will initiate, authorize, assist, or support any strike, slowdown, or stoppage of work, including sympathy strikes. It shall be the responsibility of all parties to this Agreement to assure that any and all disputes arising during the term of this Agreement shall be settled in accordance with the applicable provisions of this Agreement.
52. Notwithstanding the above stated prohibitions against strikes or work stoppages, the Union or any Local Union may withdraw the employees of any Individual Employer under the following conditions, and such withdrawal shall not be considered a violation of this Agreement.
  - A. The Individual Employer has failed to meet the payroll for his employees, or has issued payroll checks which do not clear for collection, an employee so withdrawn shall receive wages and fringe benefits for a minimum of eight (8) hours per working day up to a maximum of thirty (30) days for so long as the Individual Employer fails to make proper payment for collection.
  - B. The Individual Employer, as determined by the trustees of the appropriate trusts, is delinquent in the payment of contributions to any trust as required by this Agreement,

provided, however, that this Section will not permit the Union or any Local Union to withdraw employees from an Individual Employer merely because of a good faith dispute between the Employer and the trusts regarding whether fringe benefit contributions are required for certain persons or a particular type of work.

- C. The Individual Employer has failed, neglected, or refused to comply with a final settlement or decision reached pursuant to the provisions for the Settlement of Disputes set forth in ~~Article X~~ of this Agreement, and provided that thirty (30) days have elapsed since receipt by the Individual Employer of written notice of such settlement or decision.
- D. It will not be a violation of this Agreement if an employee refused to cross an apparently lawful picket line. However, an employee of an Individual Employer who refuses to report to the job or project of an Individual Employer when directed to do so by the Union, may be discharged by his Individual Employer.

**ARTICLE XI  
GRIEVANCE PROCEDURE  
JOINT CONFERENCE BOARD**

- 53. It is the intention of the parties to this Agreement to settle problems that may arise on a local level. In order to provide means for uniform interpretation and application of the provisions of this Agreement, the parties hereto, from time to time, shall establish the Joint Conference Board.
- 54. Whenever any alleged violation of this Agreement, or any dispute concerning the meaning, interpretation or enforcement of this Agreement, exists between the Union and any Individual Employer and/or the Association, the aggrieved party (the Union, an Individual Employer or the Association) may file a grievance. The grievance shall be written, signed by a party or its agent, and served on the other party. The grievance shall state the grievant's understanding of the dispute. The other party, not later than five (5) working days after receipt of said grievance, may, but need not, serve a statement of its understanding of the dispute on the grievant.
- 55. Under no circumstances shall a grievance be recognized unless said grievance was filed within ten (10) working days of the date that the aggrieved party (the Union, an Individual Employer or the Association) first knew or, in the exercise of reasonable diligence, should have known, of the facts giving rise to the grievance.

- 56. The grievance shall be handled through the following three-step informal grievance resolution process:

STEP 1: There shall be a meeting between a business representative of the Union and a representative of the Individual Employer to discuss the grievance.

STEP 2: In the event that a business representative of the Union and the Individual Employer's representative cannot agree on a settlement of the grievance after a STEP 1 meeting is held, then within five (5) days after such meeting, the grievance shall be referred to the Union's Business Manager and the Individual Employer's designated representative. The parties shall meet to settle

the grievance within ten (10) days after the grievance has been referred to them.

STEP 3: In the event that the parties cannot agree on a settlement of the grievance within five (5) working days of the STEP 2 meeting, the Joint Conference Board shall be constituted and take jurisdiction.

57. The Joint Conference Board shall consist of three (3) members appointed by the Union and three (3) members appointed by the Association. A quorum shall consist of not less than two (2) members, one from each side. The number of votes allowed each side, however, shall in no event exceed the lesser number of Union-appointed or Association-appointed members.
58. The Joint Conference Board shall select a Chairperson from its membership and shall determine the time and place of meetings, the rules of procedure and all other details necessary to promote and carry out the business for which it has been appointed. The Joint Conference Board shall hold hearings, as necessary, to review the evidence pertaining to the grievance. The Joint Conference Board shall issue a written decision within five (5) working days after the close of the hearing on the grievance. The decision of the Joint Conference Board shall be final and binding upon all parties.

If the Joint Conference Board, after meeting, cannot or does not agree on a decision on any grievance within fifteen (15) working days after hearing the grievance, it shall lose jurisdiction thereof and the members of the Joint Conference Board shall choose a impartial Arbitrator to decide the matter.

If the Joint Conference Board cannot, or does not, agree on an Arbitrator withing ten (10) working days after it has lost jurisdiction to decide the case, the Chairperson of the Board, or the grievant (whether the Union, an Individual Employer or the Association) may request the Federal Mediation and Conciliation Service to furnish a list of five (5) names of experienced labor arbitrators from which the parties to the grievance shall select the Arbitrator by alternately deleting names from such list until only one name remains.

59. The Arbitrator's decision shall be final and binding on all parties.

The cost of any arbitration, including the expenses of employing an Arbitrator, employing a court reporter and obtaining a transcript of the arbitration, shall be borne equally by the Individual Employer or the Association, as the case may be, and the Union.

60. After the Joint Conference Board or the Arbitrator issues a decision, said decision shall be immediately placed into effect and work thereafter shall continue in accordance with this Agreement and the provisions of said decision. If an Individual Employer fails to comply with the decision of the Joint Conference Board or the Arbitrator, as the case may be, it shall not be a violation of this Agreement for the Union to strike said Individual Employer, to refuse to supply employees for the jobs of said Individual Employer and/or to withdraw employees from the job or jobs of such Individual Employer.

**ARTICLE XII  
WAGE AND FRINGE BENEFITS**

61. Effective July 1, 2016 - June 30, 2019, the basic hourly wage rates for work covered by this Agreement shall be:

July 1, 2016 - June 30, 2017	
Classification	Basic Hourly Rate
Foreman	\$29.25
Journeyman	\$26.60
Assistant Journeyman	\$15.60
Tradesman II	\$12.00
Tradesman I	\$12.00

July 1, 2017 - June 30, 2018	
Classification	Basic Hourly Rate
Foreman	\$29.50
Journeyman	\$26.85
Assistant Journeyman	\$15.85
Tradesman II	\$12.65
Tradesman I	\$12.65

July 1, 2018 - June 30, 2019	
Classification	Basic Hourly Rate
Foreman	\$29.80
Journeyman	\$27.10
Assistant Journeyman	\$16.10
Tradesman II	\$13.30
Tradesman I	\$13.30



## Apprentice

Effective July 1, 2016 - June 30, 2017 Apprentice Wage Schedule as follows: Listed in six (6) month steps		
Step	Percentage of Journeyman Rate	Rate
1 <sup>st</sup>	45%	\$12.00
2 <sup>nd</sup>	47%	\$12.50
3 <sup>rd</sup>	52%	\$13.83
4 <sup>th</sup>	56%	\$14.90
5 <sup>th</sup>	61%	\$16.23
6 <sup>th</sup>	65%	\$17.29
7 <sup>th</sup>	70%	\$18.62
8 <sup>th</sup>	75%	\$19.95
9 <sup>th</sup>	79%	\$21.01
10 <sup>th</sup>	84%	\$22.34

Effective July 1, 2017 - June 30, 2018 Apprentice Wage Schedule as follows: Listed in six (6) month steps		
Step	Percentage of Journeyman Rate	Rate
1 <sup>st</sup>	42%	\$12.65
2 <sup>nd</sup>	47%	\$12.75
3 <sup>rd</sup>	52%	\$13.96
4 <sup>th</sup>	56%	\$15.04
5 <sup>th</sup>	61%	\$16.38
6 <sup>th</sup>	65%	\$17.45
7 <sup>th</sup>	70%	\$18.79
8 <sup>th</sup>	75%	\$20.14
9 <sup>th</sup>	79%	\$21.21
10 <sup>th</sup>	84%	\$22.55

Effective July 1, 2018 - June 30, 2019  
Apprentice Wage Schedule as follows: Listed in six (6) month steps

Step	Percentage of Journeyman Rate	Rate
1 <sup>st</sup>	45 %	\$13.30
2 <sup>nd</sup>	47 %	\$13.50
3 <sup>rd</sup>	52 %	\$14.09
4 <sup>th</sup>	56 %	\$15.18
5 <sup>th</sup>	61 %	\$16.53
6 <sup>th</sup>	65 %	\$17.61
7 <sup>th</sup>	70 %	\$18.97
8 <sup>th</sup>	75 %	\$20.32
9 <sup>th</sup>	79 %	\$21.41
10 <sup>th</sup>	84 %	\$22.76

62. A. Fringe benefit contributions, for each hour, whether for straight time or overtime, worked by or paid for every employee covered by this Agreement, whichever is greater, shall be paid by each Individual Employer at the following rates:

July 1, 2016 - June 30, 2017						
Health & Welfare	Def Contr	Vacation	Apprnt Training	Contract Admin	Joint Labor, JLM	Hirhall
\$8.60	\$3.00	\$2.00	\$0.45	\$0.25	\$0.25	\$0.10
July 1, 2017- June 30, 2018						
Health & Welfare	Def Contr	Vacation	Apprnt Training	Contract Admin	Joint Labor, JLM	Hirhall
\$9.60	\$3.00	\$2.00	\$0.45	\$0.25	\$0.25	\$0.10
July 1, 2018 - June 30, 2019						
Health & Welfare	Def Contr	Vacation	Apprnt Training	Contract Admin	Joint Labor, JLM	Hirhall
\$10.60	\$3.00	\$2.25	\$0.45	\$0.25	\$0.25	\$0.10

B. Fringe benefit contributions for Journeymen and Assistant Journeymen:

(1) UA Local 355 Health & Welfare Trust Fund:

July 1, 2016	\$8.60
July 1, 2017	\$9.60
July 1, 2018	\$10.60

(2) UA Local No. 343 and 355 Defined Contribution Plan: \$3.00

(3) Vacation:

July 1, 2016	\$2.00
July 1, 2017	\$2.00
July 1, 2018	\$2.25

(4) Northern California /Northern Nevada Landscape & Underground Utility Journeyman & Apprenticeship Training Trust Fund: \$0.45

(5) Landscape Contractors Council Contract Administration Fund: \$0.25

(6) UA Local 355 Labor Management Cooperation Committee Trust Fund: \$0.25

(7) UA Local 355 Hiring Hall Administration Trust Fund: \$0.10.

- (a) The U.A. Local 355 Hiring Hall Administration Trust Fund shall be administered in accordance with the UA Local 355 Hiring Hall Administration Trust Fund Trust Agreement. The Union shall not be entitled to representation on the Board of Trustees. The Union shall be given five (5) days' written notice of the time and place of meetings of the Fund's Board of Trustees, and the Union shall be entitled to have an observer present at each meeting to act in an advisory capacity but otherwise without voice or vote.
- (b) The Individual Employers agree to be, and are, bound by all of the terms and conditions of said Trust Agreement as the same may from time to time be amended.
- (c) The funds of said Trust shall be used exclusively for paying all reasonable and necessary expenses of the Trust and for funding the operation of the Joint Hiring Hall of Local 355 and shall be disbursed each month for the latter purpose through the Local Joint Hiring Hall Committee as its agent.
- (d) A Local Joint Hiring Hall Committee, consisting of an equal number of

employer and employee representatives, shall be established. The members of the Local Joint Apprenticeship Training Committee may serve ex-officio as members of the Local Joint Hiring Hall Committee.

- (e) The Local Joint Hiring Hall Committee shall be empowered to hear and adjust any and all disputes, complaints and grievances of employees for employment arising out of the operation of the Joint Hiring Hall. In order to achieve uniformity of decision, however, the Joint Conference Board may call up before it for review any matter coming before the Local Joint Hiring Hall Committee, and any decision of the Local Joint Hiring Hall Committee may be appealed to the Joint Conference Board as provided in this Agreement.
- (f) All payments to the UA Local 355 Hiring Hall Administration Trust Fund shall be due and payable monthly on or before the 15th day, and must be paid not later than the 20th day, of each calendar month for all work performed in the preceding month. Such payments shall be reported on the same form as is used for the reporting of payments to the Trust Funds under this Agreement and shall be included with such payments and shall be governed by all the provisions of this Agreement concerning payments to said Trust Funds.

C. Fringe Benefit Contributions for Apprentices and Tradesmen:

- (1) Apprentice contributions shall be the same as stated above with the following exceptions:
  - (a) that pension plan contributions will commence with the first hour worked in the fourth six-month period;
  - (b) that the vacation plan contributions will commence with the first hours worked.
- (2) Tradesman contributions shall be the same as stated in "B" above, except that pension contributions shall be made for any employee who has been certified as Tradesman 2.
- (3) To be certified as Tradesman 2, an employee must have completed at least 2,000 hours of covered employment during the immediately preceding period of two years, and an Individual Employer and the Union must agree that the employee has progressed in skill development in a manner consistent with industry standards.

D. Health Coverage for Existing Employees:

When an Individual Employer becomes signatory to the Landscape Agreement, he shall be entitled to cover, under the Health and Welfare Plan, those of his employees who are in the collective bargaining unit and who were employed by him prior to becoming signatory, by immediately making a lump sum payment equal to the Health and Welfare Trust hourly contribution rate times 280 hours.

E. Vacation Payments:  
Vacation payments shall be made to the Trust Fund Office in the same manner, under the same terms, and on the same reports, as provided herein for the other fringe benefit contributions. Such payments shall be treated as wages for all purposes (other than payment method), including overtime and withholding of taxes. Vacation payments received by the Trust Fund Office shall be transferred to the Operating Engineers Federal Credit Union, or other depository institution designated by the Union, for deposit into accounts for the employees for whom vacation payments are to be made.

F. Procedures for Partial Collections:  
The parties to the Landscape Agreement agree that if an Individual Employer pays some, but not all, of its obligations under said Agreement, priority shall be given to payment of the items listed below in the following order:

- (1) Wages, including Dues Checkoff;
- (2) Vacation payments;
- (3) Defined Contribution Plan contributions;
- (4) Health and Welfare Plan contributions;
- (5) Defined Benefit contributions;
- (6) Apprenticeship training contributions;
- (7) All other contributions, pro rata; and
- (8) Liquidated damages.

63. Each Individual Employer shall pay into the Health and Welfare Trust Fund (for the Health and Welfare Plan and Vacation Plan), the Pension Trust Fund (for the Defined Contribution Plan), the Landscape Contractors Council Contract Administration Fund, the Labor Management Cooperation Committee Trust Fund, the Hiring Hall Administration Trust Fund, and the Apprenticeship Fund (“the Funds”) for each of his covered employees, the hourly contribution rate listed above for each hour of straight time and overtime worked by them.
64. A. The total wage and fringe benefit contribution package shall reopen on June 30, 2017, and on every June 30th during the life of this Agreement. Each Individual Employer shall pay any increases so agreed upon by the Union and the Association.
- B. The parties to this Agreement acknowledge and agree that the provision of benefits by the Health and Welfare Trust Fund will require the expenditures for funds on the administration of such benefits. The parties therefore authorize the Health and Welfare Trust Fund Board of Trustees to apply a reasonable amount of the assets of the Health and Welfare Plan to the administration of health and welfare benefits under their management, as the Board deems necessary.
65. The above-named Funds shall be administered in accordance with the applicable Trust Agreements by and between the parties to the creation of said Trust Funds. The Individual Employers agree to be bound by all of the terms and conditions of said Trust Agreements and any amendment or amendments thereto that have been or may hereafter be adopted by the parties hereto. The terms and conditions of the UA Local 343 Pension Trust Fund Trust Agreement (for UA Local Nos. 343

and 355 Defined Contributions Plan), the UA Local 355 Health & Welfare Trust Fund Trust Agreement, the Northern California/Northern Nevada Landscape and Underground Utility Journeyman and Apprenticeship Training Trust Fund Trust Agreement, the UA Local 355 Labor Management Cooperation Committee Trust Fund Trust Agreement, the UA Local 355 Hiring Hall Administration Trust Fund Trust Agreement, and the Landscape Contractors Council Contract Administration Trust Agreement are expressly incorporated by reference herein.

66. Each Individual Employer shall file a monthly report with the Fund Administrator in San Francisco, California, on a form established by the Funds. Each monthly report and the corresponding contributions shall be submitted promptly and shall include all employees covered by this Agreement who worked during the Employer's payroll month. If an Employer has no employees in any particular month, such Employer must still submit a monthly remittance form to the Trusts informing the Trust that it had no employees during that particular month. Contributions shall be received by the Fund Administrator on or before the 20th day of the calendar month following the payroll month in which the employee worked.
67. Payments to the Funds shall be made at San Francisco, California, in accordance with and in the manner provided for by the applicable Trust Agreements. Such payments shall be due and payable monthly on or before the 15th day, and will be deemed delinquent if not paid on or before the 20th day of each calendar month for all work performed in the preceding month. Any report deposited in the mail must be postmarked not later than the 20th of the month or it shall be deemed delinquent.
68. The Parties recognize and acknowledge that the regular and prompt payment of amounts due each Trust Fund by the Individual Employers is essential and, based upon prior experience and in light of the substantial but varied expense incurred in the administration of said Funds, as well as other damages suffered by each Trust Fund when an Individual Employer fails to make the payments in full within the time provided, the parties agree that it is extremely difficult, if not impossible to determine the actual expense and damage to each Fund. Therefore, it is agreed that the damage resulting from any such failure shall be by way of liquidated damages and not a penalty to each such Fund, in the amount of ten percent (10%) of the amount due to each such Fund, or \$200.00, whichever is greater, for each failure to pay in full within the time provided. It is further agreed that the liquidated damages due will be increased to twenty percent (20%) on any contributions still due when a lawsuit is filed against the Individual Employer. Such liquidated damages shall become due and payable to each such Fund in San Francisco, California, on the day immediately following the date on which the Individual Employer becomes delinquent, and shall be added to and become apart of said amount due and unpaid, and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid.
69. The Individual Employer shall remain liable for the payment of liquidated damages and/or interest assessed against it as described above, even if it makes full payment of the delinquent fringe benefit contribution, unless it receives a waiver of these sums from the applicable Board of Trustees or authorized Subcommittee thereof.
70. If any Individual Employer defaults in the making of such payments and if either the Union or the Funds or the Plan consults, or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of

the Individual Employer who is in default all reasonable expenses incurred by the Union, the Funds, and the Plan, in the collection of same, including, but not limited to, reasonable attorney's fees, auditor's and accountant's fees, court costs and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

71. The parties recognize and agree:
  - A. that the references to wage and fringe benefits in Section 7071.5 through 7071.11 of the California Business and Professions Code include payments for fringe benefits as described in this Agreement and the Trust Agreements creating each Fund;
  - B. that said payments are for the benefit of the employees of each Individual Employer covered by this Agreement, and that the failure of an Individual Employer to make said payments, in the manner and the time prescribed, causes damage to all employees, including the employees of the Individual Employer in default, in the amount of the unpaid fringe benefits as well as the liquidated damages established herein, interest, and any attorney's and accountant's fees which the Union, the Funds, or the Plan, or any of them, may incur with respect to said default;
  - C. that the Union, the Funds or the Plan, or any of them, may bring a claim or legal action against the Individual Employer's license bond on behalf of an employee or employees covered by this Agreement.
72. Whenever the Union or Board of Trustees of any applicable Trust Fund in its judgment deems it necessary to protect payments to the Funds and the Plan or to protect the payment of wages to employees working under this Agreement, the Union or Board of Trustees may require any Individual Employer to supply the Union or Trust Fund, not less often than weekly, with a written record of the names of all employees and their hours (specifying straight time and overtime) worked upon all or any particular job or jobs. The Union shall also have the right to withdraw and withhold the employees of any Individual Employer who fails to furnish such information promptly.
73. It is specifically the intent of this Agreement that no existing individual employee of a signatory contractor performing work of the type covered by this Agreement shall suffer the reduction of wages or benefits, and no such person shall be laid off or terminated for the purpose of being replaced by a person performing the same type of work at a lower wage rate.
74. The Foreman's rate of pay shall be ten percent (10%) over the Journeyman's rate of pay for the United Association Landscape Pipefitter classification.
75. Fringe benefits shall be uniform for all employees covered by the Landscape Agreement, except as provided in the provisions of this Agreement concerning fringe benefits for travelers.
76. If any employee covered by this Agreement knowingly cooperates with an Individual Employer to defeat the payment of wages and fringe benefits as required by this Agreement, said employee and Individual Employer will be liable for such penalties as may be determined in accordance with the provisions in this Article.

77. To the extent that this Agreement provides for the payment of regular hourly pay of not less than 30 percent more than the California minimum wage rate, the parties expressly waive the requirements of the California's Paid Sick Leave Law (Healthy Workplaces, Healthy Families Act of 2014, Labor Code Sections 245-249). However, if at any time during the term of this Agreement, an Individual Employer is paying less than 30 percent more than the California minimum wage rate to an employee, that Individual Employer will be required to comply with the Paid Sick Leave Law. To the fullest extent permitted by law, the parties expressly agree to waive any paid sick leave provisions of any other Federal, State, or local statutes or ordinances that require paid sick leave, including but not limited to San Francisco Administrative Code Section 12W, Oakland Municipal Code Section 592 et seq., and Emeryville Municipal Code Title 5, Chapter 37.

### **ARTICLE XIII AUDITS OF EMPLOYERS**

78. Upon notice in writing from the Board of Trustees of any Trust Fund herein, or an authorized agent thereof, and Individual Employer must permit any accountant appointed by the Board to enter upon the Individual Employer's premises during business hours, at a reasonable time, to examine and copy such books, records, papers, or reports of such Individual Employer as may be necessary to determine whether the Individual Employer is making full and prompt payment of all sums required to be paid by him or it to the Trust Funds.
79. The parties agree that the following records are necessary for the completion of an audit pursuant to this Section: Individual Employer's quarterly tax returns to the state and federal governments (California Form DE-3 and Federal Form 941), payroll journals, individual earnings records, and time cards for all employees, general check register, reports of employee hours to all other trades, workers' compensation insurance reports for all employees, general ledger, bank statements, canceled checks, check stubs, Internal Revenue Service Forms W-2, W-4, 1096 and 1099 remitted to the United States Government, cash receipts journal, job cost records, and any other records which the auditor deems necessary or relevant to complete the audit.
80. The purpose of the audit is to determine how much money is owed to the Trust Funds, if any. The Individual Employer understands that the purpose of the audit would be defeated if the Individual Employers were able to limit the audit in any way, including limiting the audit to the employees whom it defines as covered employees. Therefore, the Individual Employer shall not limit the scope of the audit in any fashion, but must make available all of the aforementioned books and records maintained by the Individual Employer.
81. In the event of an audit as above set forth, the Individual Employer shall pay the cost of said audit, if a delinquency is found. If no delinquency is found, the Trust shall bear the cost of the audit. Any audit cost incurred as a result of an Individual Employer's cancellation of an audit, without at least two (2) working days notice to the auditor, or as a result of failing to make all records available shall be borne by that Individual Employer and not the Trust Fund, regardless of the results of the audit.
82. Should an Individual Employer refuse, or after a reasonable time fail to comply with the request



for an audit, the Trustees, in their sole discretion, may initiate any appropriate legal proceedings to obtain a court order, compelling such defaulting Individual Employer to submit to such audit. In such event any and all court cost and fees, including reasonable attorney fees, incurred by the Trust shall be paid by such defaulting Individual Employer.

83. PREVAILING RATES: On public work projects where wage determinations exist, such predetermined wage and fringe rates referenced in the bid specifications shall remain in effect for the duration of said project provided, however, that each segment let by the owner shall be deemed the project, provided further, that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used. Increases in Trust Fund contributions shall not be subject to this provision, provided further, that in no event shall wages be frozen for more than thirty-six (36) months on any one project. Unless the funding agency provided for escalation of those predetermined wage and fringe benefits in which case those increases shall be applied to the respective wages and fringe benefits contained herein. Should the prevailing wage rate in an area be less than that of the existing Agreement, for public works projects, the lower prevailing wage rate will take precedence. The Union shall be responsible for taking all necessary steps to have the terms of this Agreement incorporated into State and Federal prevailing wage determinations.

#### **ARTICLE XIV WORKING CONDITIONS**

84. RATIO: The first employee employed by the Individual Employer on each jobsite shall be a Landscape and Irrigation Journeyman.

The second employee shall be a Journeyman or Assistant Journeyman. Any number of Assistant Journeymen may be employed as needed after the hiring of the first Journeyman.

Tradesman I and II: Up to four (4) Tradesmen may be employed for every two (2) Journeymen or Journeymen/Assistant Journeymen combination employed.

Apprentices: Landscape Irrigation Apprentices may be used on all projects. Apprentices can be an addition to a crew or may be used in lieu of a Tradesman I or II.

On Public Works projects, there shall be at least one (1) Apprentice hour for every five (5) Journeyman hours, and may be as many as one (1) Apprentice hour for every one (1) Journeyman hour.

The appointment of a Foreman shall be at the discretion of the Individual Employer.

85. WORKING CONTRACTOR: On landscape work, one representative of an Individual Employer (the sole proprietor, one partner in a partnership or one shareholder in a corporation) may work with the tools of the trade, provided that, on and after the sixth (6th) day that work is performed by a representative of the Individual Employer, the Individual Employer shall employ a Landscape Journeyman dispatched by the Hiring Hall jurisdiction over the area in which the job is located.

86. HOLIDAYS: The following days shall be recognized as unpaid holidays unless worked. Should a listed holiday fall on Saturday, then we observe the preceding Friday as the day off. Should a listed holiday fall on Sunday, the following Monday will be observed. Should work be performed on a Friday or Monday due to the holiday on the weekend, it shall be compensated at the holiday rate. (subject to changes in Federal law).

New Year's Day	Presidents' Day	
Memorial Day	Fourth of July	Labor Day
Thanksgiving Day	Friday Following Thanksgiving	Christmas

87. The regular work week shall consist of forty (40) hours, Monday through Friday consisting of eight (8) consecutive hours per day, exclusive of all meal periods, between the hours of 6:00 a.m. and 5:30 p.m.

88. FOUR (4) BY TEN (10) WORK WEEK: An Individual Employer may establish a work week of four consecutive days of ten hours. In the event two shifts are employed, nine and one-half consecutive hours' work, on the second shift, exclusive of a meal period, shall constitute a shift's work for which ten hours shall be paid. Provided further, all shifts are worked the same four consecutive days during a 4x10 work week, except as may be changed by mutual agreement. All hours in excess of forty hours in any one week shall be compensated at the applicable overtime rate. Even if the Individual Employer establishes a 4x10 work week pursuant to this Section, the Employer, at its option, may revert to a five-day forty-hour work week on any public works project.

89. In the event that work cannot be performed Monday through Friday or Monday through Thursday (4x10 work week) because of inclement weather, major mechanical breakdown or lack of material beyond control of the Individual Employer, employees, at their option, may make up such days on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.

90. Gross Taxable wages include vacation and dues check off. Overtime is calculated at the applicable rate of one and one-half times the gross taxable wage rate. Time and one-half shall be paid for all work performed on Saturdays. Sundays shall be compensated at two times the hourly rate. All covered work for Holidays shall be compensated at the double time rate.

91. Time and one-half shall be paid for all work performed on Saturdays and Double Time on Sundays provided the Individual Employer notifies the Local Union within eight (8) working days after beginning the overtime work, of the location of the job and the names of the workers that will perform the work. All covered work performed on Holidays shall be paid at the double time rate.

92. If the Individual Employer fails to notify the Union of the overtime work on Saturdays and Sundays within the eight (8) day period, the Individual Employer will pay double the straight time hourly rate for the overtime worked. The exception shall be when such overtime work has been arranged for at a pre-job conference or by consent of the Business Manager for a particular job.

93. A. Eight (8) consecutive hours between 6:00 a.m. and 5:30 p.m. shall constitute a day's work provided, however, the employee shall have a lunch period not less than one-half hour after four (4) consecutive hours of work. The Individual Employer may stagger starting times of the individual employees. When the Individual Employer desires to establish a work day other than those contained herein, he shall notify the Union.
- B. In accordance with the Industrial Welfare Commission of the State of California, the Individual Employer shall authorize and permit all employees to take a rest period ("coffee break") of at least ten (10) minutes for each four (4) hours of work or major portion thereof. This means that during a regular 8-hour workday, the employees must receive two 10-minute breaks in addition to the mandatory meal period. The rest period, insofar as practicable, shall occur in the middle of each four-hour work period, at the convenience of the job operations. If the Individual Employer fails to provide an employee a rest period in accordance with this Section, the Individual Employer shall compensate the employee one (1) hour of wages and fringe benefits at the employee's regular rate of compensation for each workday that the rest period was not provided. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. Rest periods shall take place at areas designated by the Individual Employers, which may include or be limited to the employee's immediate work area.
94. On shifted jobs, the first shift shall consist of eight (8) consecutive work hours, exclusive of meal period, for which eight hours shall be paid at the straight time rate. The second shift shall consist of seven and one-half (7 ½) hours work, exclusive of meal periods, for which eight (8) hours shall be paid at the straight time rate. The third shift shall consist of seven (7) consecutive work hours, exclusive of meal periods, for which eight (8) hours shall be paid at the straight time rate.
95. Overtime on shift work shall be at the appropriate overtime rate. If shifts are established, they are to be established for a period of five (5) consecutive days. A shift may be established for less than five (5) days if there is mutual approval.
96. SPECIAL SINGLE SHIFT: When the Individual Employer produces evidence in writing to the appropriate Local Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or Union by certified mail at least three (3) days prior to the start of the special shift, the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal periods, Monday through Friday. The special single shift may be utilized when all employees employed by an Individual Employer on a project are working on a special single shift.
97. Pay day shall be once each week with not more than three (3) days' pay withheld except:
- A. If an Individual Employer obtains a job outside the jurisdiction of the home Local Union in the area in which the work is to be performed that he need more time, he may withhold five (5) days.
- B. If an Individual Employer has an established payroll within the jurisdiction of the home Local Union and is withholding three (3) days' pay and need additional time for payroll, he shall notify the Local Union and all of his employees thirty (30) days in advance, before

making the change in payroll to withholding five (5) days.

- C. Workmen are to be paid during the regular shift, whether working in a shop, Individual Employer's yard, or in the field. When men are laid off or discharged they must be paid wages due them immediately at the time of layoff or discharge in compliance with the California State Labor Code. Workmen discharged for just cause shall be paid for the period of time prior to discharge. Employees failing to receive their pay during the regular shift shall be considered to be on the payroll and shall be entitled to eight (8) hours' pay at the straight time hourly wage rate during each twenty-four (24) hour period they do not receive their pay, up to a maximum of thirty (30) days.
  - D. Payroll checks must bear the authorized signature and be drawn from the account of the Individual Employer to whom men are dispatched. The employee shall receive a check stub from each check showing the regular and overtime hours worked in separate columns, and all other deductions that are a part of this Labor Agreement.
98. Employees shall be allowed time off to vote as provided in the Election Code of the State of California, not to exceed two (2) hours.
99. A. No rules, customs, or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction on the uses of machinery, tools or other labor-saving devices supplied by the Individual Employer.
- B. The Individual Employer and the Union agree to be bound by the Standard for Excellence.
100. STEWARDS: A Steward shall be a working Journeyman appointed by the Business Manager or Agent of the Union, and shall in addition to his work as a Journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at any other time. The Union agrees that such duties shall be performed as expeditiously as possible, and the Individual Employers agree to allow the stewards a reasonable amount of time for the performance of such duties. The Union shall notify the Individual Employer of the appointment of each Steward in writing.
101. BUSINESS REPRESENTATIVES: Any business representative of the Union, UA Local Union having jurisdiction over the geographical area in which any job is located, shall have access to the job site during working hours for the purpose of checking the members of the Union and the manner in which the terms of this Agreement are being complied. If any conditions requiring adjustments are observed, he shall report them to the Individual Employer or his authorized representative.
102. All trucks used in connection with work covered by this Agreement shall be permanently marked with the name of the Individual Employer on both sides. New trucks, for a reasonable time only, or short-term rental trucks will not be required to meet this requirement provided the Individual Employer notifies the Union of its intended use by the Individual Employer. No employee shall be required or allowed to operate any truck which is not so marked or exempted by this Section.

103. Every truck must have a competent driver, who shall be paid at his prevailing wage. No employee may be required to ride in or drive an unsafe vehicle.
104. Employees required to report to a job which is fifty (50) or more miles by the shortest and most direct regularly traveled route from the main office or field office of the Individual Employer, shall receive one-half (½) of their traveling time, at each man's specified wage rate, both to and from the job.
105. When an employee is required to remain away from home overnight, the Individual Employer shall provide lodging plus a minimum of \$20.00 for ordinary and necessary expenses for each night the employee is required to remain away from home. Effective July 1, 2017, this amount shall be increased to lodging plus a minimum of \$30.00 per night.
106. Employees shall be allowed time off to serve on jury duty, without compensation from the Individual Employer.
107. The Individual Employer agrees to furnish all tools and equipment necessary to make a complete landscape installation.
108. No tool shall be furnished by any workman, except that workmen may furnish their own hoods and goggles. No workmen shall deposit any money to guarantee the safety of any tools or materials, nor shall any money be deducted from their pay for the same, except for gross negligence, loss or breakage due to carelessness.
109. No employee shall be required to furnish rubber boots or rain gear during working hours.
110. The Individual Employer shall furnish workmen with clear glass for their hoods and goggles or magnifying lenses if required and shall furnish welding hoods to the Apprentices for their protection.
111. All workmen shall accept the responsibility for, and properly care for, all tools and/or equipment furnished by the Individual Employer.
112. In the event that no work is available for an employee who reports for work at a shop or job at the regular starting time and such circumstances are not due to weather conditions or conditions beyond the control of the Individual Employer, the employee shall be eligible to receive two (2) hours pay.
113. In the event that weather conditions prevent a day's work from continuing, the employee shall receive pay for the actual time on the job but not less than two (2) hours. The Individual Employer shall be the sole judge in determining availability for work due to weather conditions.
114. The pay indicated in the two preceding Sections shall not be owing if the employee is notified at least two (2) hours prior to the regular starting time that no work will be available.

**ARTICLE XV  
JOURNEYMAN, TRADESMAN AND APPRENTICE TRAINING**

115. In order that an adequate supply of competent and skilled craftsmen shall be available to the Individual Employer, it is agreed between the parties hereto that there shall be established a special Landscape Apprentice Program. The program shall conform to the appropriate State and Federal Apprenticeship Standards prepared by a U.A. Local 355 Joint Apprenticeship and Training Committee and approved by the State Division of Apprenticeship Standards and the Department of Labor Office of Apprenticeship. The apprenticeship program shall be administered by a joint committee composed of an equal number of employer and employee representatives.
116. For the purpose of this Agreement, reference to Apprentices shall mean an apprentice receiving training in an approved Landscape Training Program and is receiving progressive wage increases in accordance with the approved program.
117. Training contributions of \$0.45 per hour are due for the work covered under this Agreement. Of that sum, \$0.35 per hour shall be paid to the Northern California/Northern Nevada Landscape and Utility Journeyman and Apprentice Training Trust Fund and \$0.10 per hour shall be paid to the International Training Fund.
118. The Joint Apprenticeship Training Committee established under the Local 355 Northern California/Northern Nevada Journeyman and Apprenticeship Training Trust Fund shall have the responsibility of having the apprenticeship training program approved by the appropriate State and Federal agencies. The Union shall have the responsibility of giving prior notification to the Individual Employer in writing of the advancing of an Apprentice.

**ARTICLE XVI  
SAFETY**

119. The parties shall cooperate in carrying out safety measures and practices for accident prevention. The Individual Employer shall have the right to enforce his code of safe practices along with its disciplinary policy and procedure.
120. The parties shall comply with all Federal and State Laws, City and County ordinances pertaining to the work covered by this Agreement, including all Federal and State safety and health measures and laws. There shall be no disciplinary action by the Individual Employer against any workman who observes this Section in good faith. If a Journeyman is of the opinion that shoring, ladders or ventilation equipment is inadequate, he shall report same to his foreman and Steward and he will not be disciplined for so doing.
121. Workmen required to work in any area where they are exposed to acids and caustics or any other hazardous conditions shall be provided protective clothing and equipment by the Individual Employer.
122. Any employee injured on the job to the extent of requiring a doctor's care, and which injury prevents him from working, shall be paid a full day's wages for the date of injuries.

123. JURISDICTIONAL DISPUTES: The Union and the Individual Employers bound to this Agreement agree to be bound by all of the terms and provisions of the plan establishing procedures for the resolution of jurisdictional disputes in the construction industry, known as the Plan for Settlement of Jurisdictional Disputes in the Construction Industry approved by the Building and Construction Trades Department, AFL-CIO.
124. General Savings Clause: It is not the intent of the parties hereto to violate any clause, rulings, or regulations of any governmental authority or agency having jurisdiction on the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void, the remainder of the Agreement shall remain in force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The parties agree that in the event any provision of this Agreement is held or determined to be illegal or void, they will promptly enter into lawful negotiations concerning the subject matter of said provision.

## **ARTICLE XVII EFFECTIVE AND TERMINATION DATES**

125. Except as otherwise provided herein, this Agreement shall be effective on July 1, 2016, and remain in effect through June 30, 2019, and shall be renewed from year to year thereafter unless either of the parties hereto shall give written notice to the other of a desire to change at least sixty (60), but not more than ninety (90), days prior to the date of the expiration of this Agreement. While this Agreement continues in effect, no changes in conditions or benefits shall be made unless both parties to this Agreement consent. Notice to the Association shall be deemed notice to all Individual Employers.

## **ARTICLE XVIII OTHER CONDITIONS AND AGREEMENTS**

126. If subsequent to the date of execution of this Agreement, the Individual Employer becomes signatory to any other agreement covering the same work, the terms of such an agreement will not replace any of the terms of this Agreement unless agreed to by the Individual Employer and the Union. The parties agree that the Individual Employer may take advantage of any of the more favorable terms of any other agreements that the Union might enter into with other employers for the same work, except however, that Special Project Agreements adopted under this Agreement shall be subject only to the special rules contained therein, and this clause shall not apply to the Residential Light Commercial Maintenance Agreement.

127. The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with this recognition, the parties will continually monitor the effectiveness of this Agreement relative to the specific agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the employer. The Union recognizes that other crafts are cooperating with the employer in meeting open shop competition. In order to cooperate with this effort, the Union agrees that if any of the other crafts

have made available a reduced wage and fringe package of particular work, the employer may request reduction of the wage and fringe package of employees covered by this Agreement in the same proportion for the same work, and the reduction may be made upon mutual agreement of the parties to this Agreement.

128. Subject to all State and Federal Rules and Regulations governing or applicable to the safety of employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tool, or other labor saving devices. Employees shall perform their duties in such fashion as to promote efficient operation of the particular duty and of any job as a whole.

**ARTICLE XIX**  
**FRINGE BENEFIT CONTRIBUTIONS FOR TRAVELERS**

129. A. Notwithstanding any other provision of this Agreement, an Individual Employer is required to make fringe benefit contributions at the rates, and in the manner, described below, instead of any other amount provided herein, if the following conditions are met:
- (1) The employee's home local union is a U.A. Local Union other than U.A. Local 355; and
  - (2) The employee requests dispatch at the contribution rate(s) in effect for employees working under the master labor agreement of his or her home local union for one or more of the following plans: defined benefit pension plan(s), defined contribution pension plan, and/or health and welfare, and that contributions for the requested plan be remitted to the trust fund(s) of his home local union; and
  - (3) The trust fund(s) of the employee's home local union either have a reciprocity agreement in effect covering such contributions, or agree to accept such contributions and to treat the hours of covered employment under this Agreement as hours of covered employment under the applicable plan(s) of the trust funds; and
  - (4) The Individual Employer agrees to make contributions at such higher rates, as demonstrating by accepting dispatch of the employee at the applicable contribution rate(s) of the home local union, or by completion of a report form showing the applicable contribution rates of the home local union.



- B. If the conditions of Paragraph A are met, then the Individual Employer is required to contribute at the higher of the following rates:
- (1) The contribution rate(s) in effect under the master labor agreement of the employee's home local union for the plan(s) which the employee has requested to have remitted to the trust fund(s) of his home local union; or
  - (2) The contribution rate(s) otherwise required under this Agreement.
- C. This requirement shall apply from the time the Individual Employer accepts dispatch of the employee under this clause, until the Individual Employer notifies the employee, the Union, and the trust fund office of both the Union and of the employee's home local union in writing, no less than 30 days before the first day of the month in which such notice is to be effective, that it will contribute only at the rates otherwise required in this Agreement. Contributions required under this Article shall be reported and remitted in the same manner as required elsewhere in this Agreement, unless the Individual Employer, the Union and the applicable trust fund(s) of the employee's home local union agree to having such contributions reported and remitted in some other manner.

## **Standard for Excellence**

### **Employer and Management Responsibilities**

**MCAA/MSCA, PFI, MCPWB, PCA, UAC, and NFSA and their signatory contractors have the responsibility to manage their jobs effectively, and as such have the following responsibilities under the UA Standard for Excellence.**

- ◆ **Replace and return to the referral hall ineffective superintendents, general foreman, foremen, journeyworkers and apprentices**
- ◆ **Provide worker recognition for a job well done**
- ◆ **Ensure that all necessary tools and equipment are readily available to employees**
- ◆ **Minimize workers' downtime by ensuring blueprints, specifications, job layout instructions and material are readily available in a timely manner**
- ◆ **Provide proper storage for contractor and employee tools**
- ◆ **Provide the necessary leadership and problem-solving skills to the jobsite supervision**
- ◆ **Ensure jobsite leadership takes the necessary ownership of mistakes created by management decisions**
- ◆ **Encourage employees, but if necessary, be fair and consistent with discipline**
- ◆ **Create and maintain a safe work environment by providing site specific training, proper equipment and following occupational health and safety guidelines**
- ◆ **Promote and support continued education and training for employees while encouraging career building skills**
- ◆ **Employ an adequate number of properly trained employees to efficiently perform the work in a safe manner, while limiting the number of employees to the work at hand, thereby providing the customer with a key performance indicator of the value of the UA Standard for Excellence**
- ◆ **Treat all employees in a respectful and dignified manner, acknowledging their contributions to a successful project**
- ◆ **Cooperate and communicate with the job steward**

## **Standard for Excellence**

### **Member and Local Union Responsibilities**

To ensure the UA Standard for Excellence platform meets and maintains its goals, the Local Union Business Manager, in partnership with his implementation team, including shop stewards and the local membership, shall ensure all members:

- ◆ **Meet their responsibilities to the employer and their fellow workers by arriving on the job ready to work, every day on time (Absenteeism and tardiness will not be tolerated.)**
- ◆ **Adhere to the contractual starting and quitting times, including lunch and break periods (Personal cell phones will not be used during the workday with the exception of lunch and break periods.)**
- ◆ **Meet their responsibility as highly skilled craftworkers by providing the required tools as stipulated under the local Collective Bargaining Agreement while respecting those tools and equipment supplied by the employer.**
- ◆ **Use and promote the local union and international training and certification systems to the membership so they may continue on the road of lifelong learning, thus ensuring UA craftworkers are the most highly trained and sought after workers.**
- ◆ **Meet their responsibility to be fit for duty, ensuring a zero tolerance policy for substance abuse is strictly met.**
- ◆ **Be productive and keep inactive time to a minimum.**
- ◆ **Meet their contractual responsibility to eliminate disruptions on the job and safely work towards the on-time completion of the project in an auspicious manner.**
- ◆ **Respect the customer's property (Waste and property destruction, such as graffiti, will not be tolerated.)**
- ◆ **Respect the UA, the customer, client and contractor by dressing in a manner appropriate for our highly skilled and professional craft (Offensive words and symbols on clothing and buttons are not acceptable.)**
- ◆ **Respect and obey employer and customer rules and policies.**
- ◆ **Follow safe, reasonable and legitimate management directives**

IN WITNESS HEREOF, the parties hereto have hereunto set their hands by their respective officers, duly authorized to do so, to be effective as of **July 1, 2016**, except as to those areas where it has been otherwise been agreed between the parties.

<b>INDIVIDUAL EMPLOYER</b>	
<b>Company Name</b>	
<b>Authorized by</b>	
<b>License Number</b>	
<b>Date</b>	

<b>UNION</b>	
<b>UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, LOCAL NO. 355 UNDERGROUND UTILITY AND LANDSCAPE IRRIGATION</b>	
<b>Authorized by</b>	
<b>Date</b>	

<b>EMPLOYER ASSOCIATION</b>	
<b>LANDSCAPE CONTRACTORS COUNCIL OF NORTHERN CALIFORNIA</b>	
<b>Authorized by</b>	
<b>Date</b>	


**SIGNATURE PAGE (INDIVIDUAL EMPLOYER'S COPY)**

IN WITNESS HEREOF, the parties hereto have hereunto set their hands by their respective officers, duly authorized to do so, to be effective as of **July 1, 2016**, except as to those areas where it has been otherwise been agreed between the parties.

<b>INDIVIDUAL EMPLOYER</b>	
<b>Company Name</b>	
<b>Authorized by</b>	
<b>License Number</b>	
<b>Date</b>	

<b>UNION</b>	
<b>UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, LOCAL NO. 355 UNDERGROUND UTILITY AND LANDSCAPE IRRIGATION</b>	
<b>Authorized by</b>	
<b>Date</b>	

<b>EMPLOYER ASSOCIATION</b>	
<b>LANDSCAPE CONTRACTORS COUNCIL OF NORTHERN CALIFORNIA</b>	
<b>Authorized by</b>	
<b>Date</b>	


**SIGNATURE PAGE (UNION'S COPY)**