

**COLLECTIVE BARGAINING AGREEMENT Between
GOLDEN RAIN FOUNDATION OF WALNUT CREEK**

And

LABORERS' LOCAL 324

LABORERS

INTERNATIONAL UNION

OF NORTH AMERICA

Local Union No. 324

**Martinez Office
611 BERRELLESA STREET
(925) 228-0930
OFFICE HOURS
6:30 a.m. to 4:00 p.m.
Monday through Friday**



MEETINGS
Fourth Tuesday of Each Month
611 BERRELLESA STREET
MARTINEZ

March 2022

LARRY PROCTOR
President
Field Representative

KEITH LeMOINE
Business Manager
Secretary-Treasurer

TRESTON SHULL
Vice President
Field Representative

AGREEMENT

THIS AGREEMENT, entered into by and between GOLDEN RAIN FOUNDATION OF WALNUT CREEK, hereinafter referred to as the “Employer” and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliate Local Union, LABORERS’ LOCAL UNION NO. 324, hereinafter referred to as the “Union”.

WITNESSETH:

SECTION 1 - RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this Agreement, and also agrees not to interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in, or activity on behalf of, the Union.

SECTION 2 - COVERAGE

This Agreement, which excludes new construction, shall cover the operation of Foundation buses, the repair, maintenance, replacement, reconditioning of all buildings, structures, facilities and grounds, including, but not limited to, landscaping, gardening and related work, of all properties and real estate of the Employer located in Contra Costa County, California, which may be performed by the Employer with employees covered by this Agreement. The Employer will not contract out work, which will result in loss of work or work opportunity for any employee on the active seniority list. Supervisors will not perform work regularly assigned to employees covered by this Agreement except on those occasions where such work is justified on the basis of requirements, safety, instruction or training of employees, testing materials and production methods, and/or preventing property damage. Notwithstanding the above, supervisors of custodians may perform bargaining unit work without restriction, so long as no seniority custodians are on economic layoff.

SECTION 3 - UNION MEMBERSHIP & HIRING

A. An employee covered by this Agreement shall on the 31st day after employment or thirty-one (31) days after the signing of this Agreement, whichever is later, become and thereafter remain, a member of the Union in good standing as a condition of employment. The employer agrees that when the need for additional employees arises, it will notify the Union of the need for such employees so that the Union may have the opportunity to furnish competent and qualified workers for consideration for such employment. Applicants for jobs referred by the Union to the Employer for employment shall

be dispatched on a nondiscriminatory basis without reference to their Union membership or lack of such membership.

B. The Employer may hire any worker qualified, in the judgment of the Employer, furnished by the Union or any other worker of its own selection. The Employer shall notify the Union in writing of the name, address and phone number of each worker hired within five (5) business days of the date of hire. The Employer will allow the Union up to thirty (30) minutes to meet with the new hire within a reasonable time after the date of hire.

C. The Employer shall have complete freedom of selectivity in hiring, and the Employer retains the right to reject any job applicant. The Employer may discharge any employee for any just cause which it may deem sufficient, provided there shall be no discrimination on the part of the Employer against any employee for activities on behalf of, or representation of the Union, not interfering with proper performance of his/her duties. Further, neither party hereto will discriminate against any prospective employee or employees in hiring or conditions of employment based upon color, age, ancestry, family care status, gender identity, legally protected medical condition, marital status, national origin, physical or mental disability, race, religion, sex (including pregnancy, childbirth, or related medical condition), sexual orientation, veteran status, the perception of being a member of any of these protected categories, associating with a person who is a member or who is perceived to be a member of these protected categories, or any other basis made unlawful by applicable federal, state, or local law, ordinance or regulation..

D. The Employer may employ students to perform bargaining unit work on the golf course under the following conditions:

(1) Students must be sponsored for a position by a recognized Rossmoor youth, civic or religious organization.

(2) No more than three student employees may be hired during any one calendar year.

(3) Employment of each student employee is limited to a maximum of twelve (12) weeks during the period May 1 through September 15.

(4) No student employee may be employed if a seniority golf course member of the bargaining unit is on economic layoff.

(5) Student employees will be employed outside the bargaining unit and are not subject to any terms of the collective bargaining Agreement.

E. The Employer will notify the Union in writing within seventy-two (72) hours after a temporary employee is put to work from a staffing agency. The Employer will submit to the Union in the notice, and every thirty days (30), a status report of temporary employees. The report shall include the contract rate, department, and estimated length of employment of Temporary Employees.

SECTION 4 - DUES PLAN CHECK-OFF

A. The Employer shall withhold monthly union dues from each employee's check the first pay period each month, provided the Employer has been presented with a signed authorization for such deduction consistent with both State and Federal laws. With respect to deduction so made, the Employer shall submit reports and payments of deducted amounts before the thirtieth (30th) of the month following the month for which the report is made.

B. All employees working under the jurisdiction of this Agreement shall as a condition of employment, submit a written authorization to the Employer for union dues check-off.

C. Effective January 1, 2022, for all work performed, upon authorization as required by law, the amount of five cents (\$0.05) post-tax per hour for each hour paid or worked shall be transmitted from the wages of each employee and shall be remitted directly to the Union until January 1, 2023, at which time it shall increase to seven cents (\$0.07) per hour until January 1, 2024, at which time it shall increase to ten cents (\$0.10) per hour. With respect to deduction so made, the Employer shall submit reports and payments of deducted amounts before the thirtieth (30th) of the month following the month for which the report is made.

SECTION 5 - WAGES AND CLASSIFICATIONS/SENIORITY/LAY OFFS AND SEVERANCE

A. The applicable hourly wage rates and job classifications are set forth in Appendix A, which is attached hereto and made a part hereof. Any additional costs of pension and health and welfare above the Employer's present contribution, specified in Section 12, shall be deducted from wages. The Union shall have the right to allocate from wages any amounts required to maintain the fringe benefits at their current levels.

B. The Employer shall be the sole judge of the job classification to which each employee shall be assigned and required to work each day. If an employee is assigned and works on any work day in a higher pay classification for a minimum of four (4) hours, he/she will be paid for four (4) hours at the higher classification rate. If an employee works in excess of four (4) hours at a

higher pay classification in a work day, he/she shall be paid at the higher pay classification for the actual hours worked in said classification.

C. An employee assigned by the Employer to supervise subcontractors shall be paid the foreman's rate of pay.

D. Any employee who reports for work, including holidays, and for whom work is provided, shall receive not less than four (4) hours pay; and if more than four (4) hours are worked in any one day, including holidays, the employee shall receive not less than a full day's pay, except when prevented from working by factors beyond the control of the Employer. Notwithstanding the above:

(1) Para-transit bus drivers shall receive a minimum of four (4) hours pay for reporting to work and for actual hours worked if more than four (4) hours are worked in any one day.

(2) Other part-time bus drivers working four-hour shifts will be paid an additional fifteen minutes to perform bus safety checks, and are exempt from the provisions as stated in Section 5, Paragraph D.

E. Wages shall be paid bi-weekly or semi-monthly at the option of the Employer so long as no employees suffer a loss of income as a result of any change in the time of payment. The Union and the employees shall be given advance notice of any change in the time of payment. An employee who is laid off or discharged shall be paid all wages due him/her at the time of layoff or discharge.

F. Six months after termination of employment resulting from a reduction in force, affected employees shall be entitled to severance pay as follows:

(1) Non-probationary employees with more than one (1) full year of service, defined as more than fourteen hundred (1,400) hours worked within an anniversary year, but less than five (5) years of service, shall be entitled to forty (40) hours' severance pay;

(2) Employees with greater than five (5) years of service shall be entitled to eighty (80) hours' severance pay; and

(3) Said severance pay shall be at the employee's straight time rate of pay.

(4) Employees affected by a reduction in force will continue on the seniority list for up to six (6) months. At the end of six (6) months, the reduction in force will be considered permanent and the employee's seniority will be broken.

(5) If, prior to the end of the six (6) month period of continuous layoff, the Foundation designates the layoff as permanent, an employee may elect to accept severance pay at that time, but in doing so will lose all remaining seniority rights

G. Foundation seniority within the classification in the particular department in which an employee is working will govern in layoffs and recalls.

(1) An employee whose seniority has been broken for any reason and who, at a later date is reemployed by the Employer, shall be considered a new hire and shall not retain his/her seniority.

(2) Employees classified as Foreman will be placed on a separate seniority list consistent with their separate classification.

(3) In cases of recall from layoff status, the laid-off employee must respond in person, by email or by telephone within seven (7) calendar days of the date of recall.

(4) An employee may apply for a job opening in a higher job classification, provided the employee, in the opinion of management, is qualified to perform the work required, and provided, further, that foreman and supervisory positions shall not be subject to seniority selection.

H. Seniority shall be broken when a physician's designation of an employee as having achieved the maximum level of improvement is accepted by the Employer's worker's compensation insurance carrier and the employee is unable to perform the essential functions of the job with or without accommodation.

SECTION 6 - SICK LEAVE

A. Accrual: Sick leave accrues according to the following schedule:

Employees earn sick leave at the rate of .0462 hours for each straight-time hour worked or compensated up to a maximum of forty (40) hours per week. An employee who works or is compensated for forty (40) hours per week will earn approximately ninety-six (96) hours of sick leave a year. No employee may accumulate more than two hundred forty (240) hours total. For those employees that have accumulated more than two hundred forty (240) hours of sick leave as of the date of this Agreement, these employees will not accumulate any additional sick leave until their sick leave balance drops below two hundred forty (240) hours, at which time they will be able to accumulate sick leave up to the two hundred forty (240) hour cap. Under no circumstances will an employee receive paid sick leave for a period greater than one year.

B. Availability: Sick leave is available as it accrues as a form of insurance to employees to protect earnings in the event of legitimate illness or injury or for required health appointments of the employee or of the child, parent or current spouse, registered domestic partner or child of registered domestic partner of an employee. Sick pay for other members of an employee's immediate family shall also be available if the family member resides in the employee's household. The use of sick leave shall not be abused. No accrued sick leave will be paid to an employee upon any separation from employment.

C. Doctor's Certification: To secure pay for accrued sick leave a physician's certification acceptable to the Foundation may be required. No physician's note or other medical practitioner's documentation will be required except in cases of three (3) or more days consecutive absence or a demonstrable record of abuse. For purposes of this Paragraph demonstrable record of abuse includes but may not be limited to: 1) on more than one occasion requesting vacation and when vacation requests are denied, calling in sick; 2) a suspicious pattern of calling in sick the first and/or last day of a scheduled workweek; 3) a suspicious pattern of calling in sick on a holiday, or the day before or after a holiday; and 4) exhausting sick leave and taking unpaid leave for non-FMLA related illnesses.

D. Reporting: Immediately upon return of an employee from sick leave, he/she will submit to his/her supervisor an executed Absence Report/Request.

E. Relationship to Vacation: Sick leave cannot be added to vacation leave. However, pay for unused vacation may be used to offset the effects of illness or injury on the employee. An employee who is ill or injured while on vacation may request that such time be converted to sick leave pay. However, no such request will be approved unless it is made while the employee is on vacation leave, and the employee presents proof acceptable to the department director.

F. Sick Leave Pay Integration with California State Disability Insurance (SDI) Programs and Workers' Compensation: Sick pay to which an employee is entitled shall be fully integrated with any state disability pay, Paid Family Leave benefits, or workers' compensation.

In the event of occupational injury or illness, if the employee has accrued sick leave the Foundation will pay sick time to an eligible employee during the normal three-day waiting period before the employee is paid workers' compensation benefits pursuant to applicable law, regulation, and ordinance.

Similarly, if the employee has accrued sick leave the Foundation will pay sick-leave benefits during the normal seven-day waiting period before the

eligible employee is paid benefits from either State Disability Insurance (SDI) Programs or other insured unemployment disability plan programs.

Following the three-day or seven-day waiting period specified above, as long as the employee has accrued sick leave available for use, the employee will continue to receive sick pay less disability benefits actually received or the disability benefits that would have been received had the employee made timely application.

G. Misuse of sick leave or filing of false claims for sick leave may be grounds for disciplinary action, up to and including discharge.

SECTION 7 - WORKING RULES

A. Eight (8) hours a day, exclusive of a meal period, shall constitute a day's work, and forty (40) hours a week, exclusive of meal periods, shall constitute a week's work at straight-time rates of pay, Monday through Sunday, inclusive.

B. Overtime:

(1) It is recognized that the Employer is a maintenance organization; therefore, employees may be required to work reasonable overtime whenever, in the opinion of management, it is necessary.

(2) The Employer will offer overtime based on seniority.

(3) Any time worked in excess of eight (8) hours per day, exclusive of meal periods, or forty (40) hours per week, exclusive of meal periods, shall be paid at one and one-half (1 1/2) times the straight-time hourly rate of pay. Any time worked in excess of twelve (12) hours in one day shall be paid at two (2) times the straight-time hourly rate of pay.

(4) The Employer may establish a regularly scheduled work week of four (4) consecutive ten (10) work hour days. Any time worked on a 4 x 10 work week in excess of ten (10) hours a day or forty (40) hours a week, exclusive of meal periods, shall be paid for at one and one-half (1 1/2) times the straight-time hourly rate of pay. Any time worked in excess of twelve (12) hours in one day shall be paid at two (2) times the straight-time hourly rate of pay. The Employer may also establish a two (2) week work schedule consisting of nine (9) days of nine (9) work hours (four (4) days the first week and five (5) days the second week or vice versa). Any time worked in excess of the regularly scheduled hours established in such a two-week work schedule shall be paid at one and one-half (1-1/2) times the straight-time hourly rate of pay. Any time worked in excess of twelve (12) hours in one day shall be paid at two (2) times the straight-time hourly rate of pay.

(5) A paid holiday or a vacation occurring during the work week for which an employee is entitled to receive compensation shall be considered as time worked for purposes of computing the forty (40) hour work week and the applicability of overtime pay.

(6) Work performed on the sixth (6th) consecutive day within a scheduled work week, which scheduled work week commences on Monday and continues through Sunday, exclusive of meal periods, shall be paid for at one and one-half (1 1/2) times the employee's straight-time hourly rate of pay. Work performed on the seventh (7th) consecutive day worked within said scheduled work week, which work week commences on Monday and continues through Sunday, exclusive of meal periods, shall be paid for at two (2) times the employee's straight-time hourly rate of pay.

C. By mutual agreement between employee and management, an employee may exchange days and/or shifts, not to exceed five (5) consecutive days and/or shifts, with another consenting employee in the same job classification; provided such exchange shall not impose any additional cost to the Employer or diminish the quality of service to the residents. The Employer shall continue its current practice of scheduling time off prior to implementing shift changes.

D. Employees who volunteer to attend training sessions offered by the Employer for the mutual benefit of employee and Employer, shall receive pay at straight-time rates with no number of hours guaranteed.

E. Beginning January 1, 2022, an employee who is regularly scheduled to work the night shift shall receive fifty cents (\$0.50) per hour as night shift premium pay for each hour actually worked, provided the employee's shift begins between 3:00 p.m. and 4:59 a.m.

Beginning on January 1, 2023, and each anniversary thereafter, the rate per hour for night shift premium pay shall be increased by an amount equal to the percentage twelve-month increase in the then most recently published Consumer Price Index for All Urban Consumers (CPI-U) applicable to the San Francisco Bay Area, as determined by the U.S. Bureau of Labor Statistics.

F. The Employer may stagger shifts to meet the requirements of the work involved. It is agreed that the Union and the Employer may mutually agree upon rotation of employees on shift work. The Employer shall endeavor to establish regular consecutive hours of work and shifts insofar as practicable and feasible.

G. A regularly scheduled meal period of not less than thirty (30) minutes nor more than one (1) hour shall be given each employee starting no earlier than four (4) hours and not later than five (5) hours after he/she starts work. If the employee is required to work through his/her meal period, he/she

shall be allowed time to consume his/her meal on the Employer's time after completing such necessary or emergency work during his/her normal meal period. The Employer shall not reduce time of the meal period on the last half of the shift because of work through the normal meal period.

H. Employees shall be allowed to have one break in the first half and one break in the second half of their shift, each not to exceed fifteen (15) minutes, as scheduled by the Employer.

I. Employees shall keep the Employer informed of current telephone number, address, and email address at all times. The Employer will notify the Union in writing of any changes to this information within thirty (30) days.

J. The Employer shall establish a toll-free number for the use of employees, which number shall be made known directly to employees or through a posting or notification to the Union. Employees must utilize said toll-free number or follow other written procedures as established by the employee's department supervisor prior to reporting for work during periods of inclement weather, and to receive work-related instructions. Employees who fail to follow this procedure shall not be eligible for show-up pay if they report to work. If an employee follows this procedure and is instructed to report for work at the regular starting time and does not receive a work assignment, the employee shall receive pay for two (2) hours at the applicable rate of pay. A copy of each departments policy shall be provided to the Union.

K. An Employee will be required to notify his/her Supervisor in the event he/she is unable to report for work that he/she will be absent from a scheduled work day at least one (1) hour prior to his/her scheduled start time. Failure to do so may result in an unexcused absence. Additionally, an employee will be required to notify his/her Supervisor in the event he/she is unable to report to work on time at least fifteen (15) minutes prior to his/her scheduled start time. Failure to do so could result in disciplinary action.

L. Employees required to work while exposed to rain or water will be supplied with rain gear.

M. The Employer will furnish all tools required for all maintenance operations. The Employer shall furnish each employee required to wear a uniform with five (5) uniform shirts per year and two (2) pairs of trousers or a trouser allowance of one hundred thirty dollars (\$130.00) per year. Reasonable care will be exercised in the preservation of both tools and uniforms by the employees involved. Employer shall be responsible for laundering uniforms provided by a uniform service.

N. Reasonable parking access shall be provided for employees working under this Agreement.

O. No employee shall be required to work a split shift.

P. Records of oral warnings, written reprimands, or disciplinary suspensions shall not be entered into an employee's personnel file until the employee is given notice of said action. Employees shall be given three (3) business days to respond in writing to the information contained in the oral warnings, written reprimands, or records of suspensions; and if the employee exercises that option, the written response shall be placed in the employee's file. With the exception of disciplinary records related to unlawful harassment, violence or safety violations (all of which become a permanent part of an employee's personnel file) all records of oral warnings, written reprimands, or disciplinary suspensions shall be purged or otherwise removed from the employee's file upon the employee's written request following a period of two (2) years, provided no other warnings, written reprimands, or disciplinary suspensions have been issued within the two year period.

Q. All new employees hired shall, for the first six (6) calendar months of employment, be considered as probationary employees and may be discharged for any reason.

R. Seniority will control in shift selection, provided there are no documented performance problems and further provided that the manager may, in his/her discretion, rely on special skill requirements for the parties in question. Shift selections shall be conducted once every six (6) months or whenever a shift becomes available. New employees may be assigned to specific shifts by the Employer to support job training needs.

S. Safety Boots. Employees will be reimbursed up to \$210 per year, for up to two (2) pairs of properly fitted and pre-approved safety toed boots. Boots must meet ANSI standards and the employee must provide documentation certifying this when requesting reimbursement. With prior approval, the cost of resoling safety toed boots may be reimbursed as well, subject to the same requirements as new purchase. Employees will not be reimbursed for a second pair of safety toed boots within 12 months of purchasing the first pair, unless the supervisor and Director agree that the first pair is no longer functional.

The maximum reimbursement for safety toed boots shall increase as follows:

8/1/21: \$210 8/1/22: \$220 8/1/23: \$230 8/1/24: \$240 8/1/25: \$250

Employees will also be reimbursed up to \$45 per year for one pair of pre-approved ankle-length "chukka" style boots. A second pair of chukka boots may be reimbursed up to \$40 within 12 months of purchasing the first pair, at the supervisor's discretion, based on the nature of the work performed and the condition of the first pair of boots.

The maximum reimbursement for “chukka” style boots shall increase as follows:

8/1/21: \$45 8/1/22: \$50 8/1/23: \$55 8/1/24: \$60 8/1/25: \$65

In order to receive any reimbursement, the employee must turn in the original receipt, signed and dated by the employee with an approved form appropriately signed by the supervisor. Duplicate copies of the original receipt will not be accepted.

T. The Employer may adopt and incorporate, upon mutual agreement between the Employer and Union, new electronic systems and technologies to support operating goals and efficiencies as needed.

U. 3 Bus Drivers shall receive forty (40) hours a week. Shifts will be offered by seniority.

V. Cell phone reimbursement for employees required to use personal phones at \$20 per month.

W. Every Department will have a Foreman and backup Foreman. When the regularly assigned Foreman is unavailable, the management designated backup Foreman shall take the place of the regularly assigned Foreman. The backup Foreman shall receive Foreman pay while acting as Foreman.

SECTION 8 - STEWARD AND EMPLOYEE BARGAINING PARTICIPANT

A. The steward shall be a working employee selected by the Union, who shall in addition to his regularly assigned work be permitted at reasonable times to perform during working hours such of his/her steward’s duties which cannot be performed otherwise. The Union agrees such duties shall be performed as expeditiously as possible, and the Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. However, said reasonable time shall not exceed six (6) hours in any given month. Time spent participating in contract negotiations shall not be counted toward the six (6) hour monthly cap.

B. Where the parties are engaged in the re-negotiation of collective bargaining agreements, the Union may select one bargaining unit employee to participate in joint collective bargaining sessions with the Employer. Because the parties contemplate said negotiation sessions will take place during normal business hours, and because the employees selected may be required, based upon his/her job classification, to perform work not readily assignable to other individuals, the Employer and the Union will endeavor to schedule meetings in order to facilitate the employee’s participation. Nothing contained herein requires the Employer to accommodate employee participation if to do so

would be detrimental to the Employer's operations. The participating employee shall be paid his regular hourly rate of pay for such hours of participation in joint collective bargaining sessions, which, when combined with hours actually worked, if any, in his/her current job assignment, will not exceed eight (8) hours per day or forty (40) hours per week. The Employer shall have no responsibility to pay the participating employee for negotiating time outside of the employee's normal work hours.

SECTION 9 - GRIEVANCES

A. The parties expressly agree that the following grievance procedure is provided for the purpose of resolving any and all claims arising out of or relating to working conditions provided in this Agreement. The parties agree that this procedure is the exclusive remedy for the employees covered by the Agreement to resolve any and all such claims which may arise out of their employment with the Employer, excepting those remedies created by statute or agency regulation.

B. A grievance is defined as a dispute regarding the discharge or suspension of an employee, or the application or the interpretation of any portion of this Agreement, which dispute arises and is submitted during the term of this Agreement. Disputes as to whether a dispute is subject to arbitration, shall be arbitrable, unless the issue raised is one of interest and involves a subject not addressed in negotiations.

C. A grievance shall be initiated in writing within ten (10) normal business days after the date of occurrence of the event giving rise to the grievance or knowledge thereof, or otherwise the claims shall be waived. The Employer may not be required to pay any wage claims retroactively for a period of more than six (6) months prior to the date upon which the Employer has received notice of such claim from either an employee or the Union.

D. In case a grievance arises, it shall be first taken up between a designated Union representative and the Employer's Human Resources Manager. If the grievance cannot be resolved at this stage within ten (10) normal business days of the filing of the grievance, the matter shall be referred to a Board of Adjustment upon written request of either party, such party to specify the complaint.

E. The Board of Adjustment shall be comprised of two (2) persons designated by the Employer and two (2) persons designated by the Union. Said Board shall meet with the complainant or his representative within five (5) normal business days after submission and shall render its decision or impose a settlement within forty-eight (48) hours after termination of such hearing. If the Adjustment Board decides or settles the dispute, said resolution shall be final and binding on the parties and any affected employee or employees.

F. If the Adjustment Board fails to settle or decide the dispute and the matter is deadlocked, the matter may be referred to an impartial arbitrator by either the Employer or the Union, and the decision of the impartial arbitrator shall be final and binding on all parties, providing said decision does not violate Section 1286.2 of the California Code of Civil Procedure. Notice by either party to the other of its desire to place the matter before an impartial arbitrator shall be submitted to the other party in writing within five (5) normal business days of notification by the Adjustment Board of its inability to decide the matter. In the event neither party notifies the other of a desire to proceed to arbitration within the five (5) day period specified herein, then, and in that event, the matter shall be considered closed.

G. The time for initiating a grievance, the initial meeting between a designated Union representative and the Employer's Human Resources Manager, the scheduling Board of Adjustment, and/or for rendering a decision, and the time to give notice of the intent to arbitrate may be waived or extended by mutual agreement. By mutual agreement, the Employer and the Union, can waive the right to go to a Board of Adjustment and move straight to Arbitration.

H. The arbitrator shall be selected from a panel provided by the Federal Mediation and Conciliation Service or upon mutual agreement.

I. The expenses of the arbitrator (including reporter expenses, if necessary) shall be shared equally by the Employer and the Union; provided, however, that each party shall bear the costs of its own presentation.

J. The decision of the arbitrator shall be within the scope and terms of this Agreement and shall not change any of its terms or conditions, and said arbitrator has no power to add to, alter or amend the collective bargaining Agreement.

K. Any/all additional compensation or benefits of any kind provided by GRF to represented employees not set forth in the Agreement are provided subject to the discretion of GRF and may be increased, decreased or eliminated at GRF's discretion at any time without right of grievance. These include, without limitation, premium pay, bonus awards, holiday gifts and any other fringe benefits.

SECTION 10 - HOLIDAYS

The Foundation shall recognize eleven (11) paid holidays a year. A list of holidays for the term of this Agreement can be found at Appendix B of this Agreement.

- A. Work Performed on any holiday designated by Golden Rain, shall be paid at two and one half (2 1/2) times the straight time rate of pay. Employees who work on the actual holiday, when it falls on a Saturday or Sunday, shall be paid at two and one half (2 1/2) times the straight time rate of pay and shall not receive holiday pay for any work performed on the day recognized by Golden Rain for that holiday.

SECTION 11 - ACCESS TO PREMISES

The business representative of the Union shall have the right to visit the Employer's premises on Union business after first notifying the Human Resources Manager.

SECTION 12 - HEALTH AND WELFARE, PENSION, ANNUITY

- A. Except as otherwise provided in this Section, the Employer's pension contribution shall be \$8.96 per hour for hours worked or paid.

Beginning on July 1, 2021 and each succeeding July 1 thereafter during the term of this agreement, Employer agrees to increase its pension contribution for Pension Rehabilitation or under the Funding Improvement Plan by up to a maximum of fifty cents (\$0.50) per hour for all hours worked or paid or such lesser amount required or necessary as determined by the Plan Trustees.

If the Pension Plan Trustees determines that any increase is required for Pension Rehabilitation or under the Funding Improvement Plan, such additional increase may be reallocated by the Union from wages or other fringe benefits upon a minimum of thirty (30) days notice to the Employer.

If, during the term of this Agreement and any extensions thereof, the Pension Plan Trustees require contribution increases to the Pension Rehabilitation or under the Funding Improvement Plan of greater than \$1.00 per hour, the Union may, upon notice as set forth in Section 17 of this Agreement as amended, reopen the Agreement in order to renegotiate changes in Pension contribution amounts and wages.

- B. Beginning February 1, 2021 and each anniversary thereof during the term of this Agreement, Employer shall increase its contribution to the Laborers Health and Welfare Trust Fund by an amount not to exceed eight percent (8%) of the prior year's total premium, provided however, that Employer's contribution will not exceed eighty percent (80%) of the total premiums for Health and Welfare benefits. The total monthly premium for the Laborers Health and Welfare at the time that this agreement was executed was \$1,279.

In the event additional increases greater than those set forth above are required by the Plan Trustee for Health and Welfare premiums, such additional amounts may be allocated from wages and fringe benefits by the Union.

If, during the term of this Agreement and any extensions thereof, the Plan Trustee requires increases to the Health and Welfare premiums of greater than ten percent (10%) of the prior year's total premium, the Union may upon notice as set forth in Section 17 of this Agreement as amended, reopen the Agreement in order to renegotiate changes in premium amounts and wages.

C. Effective March 1, 2022, the Employer will contribute \$0.50 per hour to the Laborers Annuity Trust Fund ("Annuity") by means of an hourly wage allocation from the predetermined wage package. The Annuity contributions shall be transmitted to the Laborers Annuity Trust Fund by the Employer on a monthly basis.

The Employer further agrees that the Union may annually increase the contribution to the Laborers Annuity Trust Fund with allocations from predetermined increases to employee wages as set forth in the collective bargaining agreement, upon sixty (60) days' written notice to the Employer and the Trust Fund. The Employer shall notify the Union by no later than October 15 of each calendar year of the predetermined wage increase the members are scheduled to receive the following January. The notice shall be sent by email or fax to the Local Union Office.

D. Eligibility for Laborers' Health and Welfare Plan: It is expressly agreed that no employee shall be eligible for the benefits of the Plan, in any month unless and until the Employer has made the required contribution in full to the Fund on his/her behalf for the month.

However, an employee who has been laid off or terminated may continue his/her eligibility for benefits for a period of up to three (3) months by remitting to the Fund the sum of the entire month's contribution owed the Fund, consisting of the sum of the Employer's contribution and the employee's contribution, on or before the tenth (10th) day of that month.

SECTION 13 - VACATIONS AND OTHER TIME OFF

A. Vacation leave is provided for planned time off work. Employees are encouraged to request vacation time in writing as early as possible. The Foundation will authorize vacations based on staffing levels and work requirements. Employees should request vacation leave in writing at least one week in advance, or as required by the department manager.

(1). Accrual: The Employer encourages employees to use their vacation so that they may pursue other interests and return to their work

refreshed. Except as provided in this Section, an employee's vacation shall accrue as provided in Section 13, Paragraph A 2.

(2) Computation of Vacation Leave:

In the first through fourth year of continuous employment:

Vacation accrues at the rate of .0385 hours for each straight-time hour worked or compensated up to a maximum of forty (40) hours per week. An employee who works or is compensated for forty (40) hours per week will accrue approximately ten (10) working days or eighty (80) hours of vacation in the first through fourth years of employment.

In the fifth through ninth years of continuous employment:

Vacation accrues at the rate of .0577 hours for each straight-time hour worked or compensated up to a maximum of forty (40) hours per week. An employee who works forty (40) hours per week will accrue approximately fifteen (15) working days or 120 hours of vacation in the fifth through ninth years of employment.

In the tenth year of continuous employment and each year of continuous employment thereafter:

Vacation accrues at the rate of .0769 hours for each straight-time hour worked or compensated up to a maximum of forty (40) hours per week. An employee who works forty (40) hours per week will accrue approximately twenty (20) working days of 160 hours of vacation in the tenth and following years of continuous employment.

Accrued vacation shall be credited each pay period.

(3) Taking Vacation Leave: Upon approval of the department manager or that person's designee, a regular full-time employee may take accrued vacation after completion of six (6) months of continuous employment.

B. Annual Cap: An employee's vacation accrual may not exceed a cap equal to two times an employee's maximum annual vacation accrual.

1. An employee's vacation accrual continues until the annual cap is reached. Once the cap is reached, no additional accrual will be made until some vacation is used at which time accrual resumes, until the annual cap is reached again. Regular use of vacation will permit employees to avoid reaching the cap and allow continuing vacation accrual. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation is at the cap. And, if vacation again accrues to the cap, accrual will cease until some is used.

2. Exception: For employees who have accrued vacation prior to January 1, 1999, exceeding the annual cap, no further vacation will accrue until the employee's overall vacation is less than the annual cap, at which time he/she will accrue vacation in accordance with Paragraph B(1):

3. Payout of Grandfathered Vacation Accrual: The Employer shall have the right to pay out, part or all of the grandfathered vacation accrual amounts.

C. Employees shall be paid for all vacation vested as of the date of termination of their employment.

D. The use of vacation in increments of at least one (1) week at a time is encouraged.

E All employees are encouraged to submit vacation requests annually before January of the following year. If the employee finds it necessary for any reason to deviate from this previously scheduled vacation, he/she must request a change in writing to the Department Director, stating new scheduled dates of vacation, and the reason for such request.

F. Jury Duty Leave

When an employee is summoned or required to serve on jury duty, the employee shall receive the wage rate of the classification in which the employee normally works, less whatever remuneration the employee received for being summoned or serving on jury duty. Documentation of jury service attendance must be provided.

G. Bereavement Leave

In the event of death in an employee's immediate family, an employee will be allowed to be absent from work up to three (3) working days with pay. In the event that an employee has to travel more than 300 miles to attend services in connection with the death in his/her immediate family, the employee will be allowed to be absent from work up to four (4) working days with pay. Immediate family is defined as the spouse, domestic partner, child, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law, mother, father, mother-in-law, father-in-law, grandparent, grandchild, aunt, uncle, niece or nephew of the employee.

H. The parties agree that on mutual consent of the Employer and the employee, employees may be released from work without pay when the temperature exceeds 100 degrees Fahrenheit or when weather conditions otherwise prevent employees from performing their jobs safely and comfortably.

SECTION 14 - GENERAL SAVINGS CLAUSE

It is not the intent of the Employer or the Union to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Employer and Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Employer and the Union agree that if and when any provisions of this Agreement are held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning those provisions.

SECTION 15 - AGREEMENT BINDING UPON PARTIES

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

SECTION 16 - NO STRIKE, CONCERTED ACTIONS/LOCKOUTS

During the life of this Agreement, the parties agree that there shall be no strikes, slowdowns, stoppages of work, picketing, boycotts, economic activity of any kind, or lockouts for any cause whatsoever.

The no-strike, no-lockout pledges set forth herein are enforceable, irrespective of whether there exists an underlying dispute, if any, which may be processed through the grievance procedure set forth in Section 9. The no-strike pledge also prohibits alleged sympathy strikes; however, no employee shall be discharged by the Employer for refusing to cross a lawful, sanctioned primary picket line existing at the Employer's facility. A sanctioned picket line is defined as one which has been sanctioned by the Central Labor Council and/or the Building Trades Council having jurisdiction over the area in which the Employer's facilities are located, after the employer has been notified in writing. The preceding sentence shall not apply to jurisdictional disputes.


SECTION 17 - TERM, TERMINATION AND RENEWAL

This Agreement shall remain in effect from the first day of August 2021, to and including the 31st day of July 2025, and shall continue thereafter from year to year on the same terms, unless at least sixty (60) days prior to the first day of August 2025, or any subsequent anniversary thereof, either party shall serve written notice upon the other of its desire to amend, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this 30th day of March, 2022.

FOR THE EMPLOYER:

GOLDEN RAIN FOUNDATION OF
WALNUT CREEK


By: 
Tim O'Keefe
Chief Executive Officer

FOR THE UNION:

NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS

By: 
Oscar De La Torre
Business Manager

LABORERS LOCAL 324

By: 
Keith LeMoine
Business Manager

APPENDIX A - Wages

Effective January 1, 2022, and each succeeding January 1 where there was no reopener for Pension and/or Health and Welfare benefits during the preceding calendar year, the Employer shall increase union wages commensurate with the general/base percentage increase budgeted for all non-represented employees, excluding individual non-represented employee merit increases, but in any case, not less than one percent (1%).

Effective January 1, 2022, Group 1 employees hired by the Employer, prior to the effective date of this agreement, will receive an increase of 2% above the general/base percentage increase in the form of premium pay.

Effective January 1, 2023, the employee classification of Foreman shall be paid at a rate of fifteen percent (15%) above the Step 4 classification. This section shall in no way result in a loss of pay for any current employees.

HOURLY RATES* EFFECTIVE AUGUST 1, 2021 to DECEMBER 31, 2021

Group	New Hire	Step 1	Step 2	Step 3	Step 4	Foreman
I	15.00	15.00	15.56	17.78	19.92	22.70
II	15.00	15.58	18.05	20.53	23.00	26.22
III	15.00	16.79	19.43	22.10	24.75	29.67
IV	15.52	18.37	21.23	24.10	26.96	30.69

HOURLY RATES* EFFECTIVE JANUARY 1, 2022 to FEBRUARY 28, 2022

Group	New Hire	Step 1	Step 2	Step 3	Step 4	Foreman
I	15.00	15.00	16.22	18.52	20.74	23.63
II	15.00	16.24	18.80	21.37	23.94	27.28
III	15.00	17.49	20.23	23.00	25.76	30.86
IV	16.17	19.13	22.10	25.08	28.05	31.92

HOURLY RATES* EFFECTIVE MARCH 1, 2022 to DECEMBER 31, 2022

<u>Group</u>	<u>New Hire</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Foreman</u>
I	15.00	15.00	15.72	18.02	20.24	23.13
II	15.00	15.74	18.30	20.87	23.44	26.78
III	15.00	16.99	19.73	22.50	25.26	30.36
IV	15.67	18.63	21.60	24.58	27.55	31.42

*The Union may, upon notice to the Employer, allocate to health and welfare and/or pension, such wages as may be necessary to maintain health and welfare and/or pension at their current level of benefits.

Hourly rates listed do not include a current employer contribution amount of \$8.96 per hour for hours worked or paid to the Union's pension.

Beginning March 1, 2022, a 50 cent (\$0.50) deduction to Hourly Rates for all hours worked or paid will be applied as an employer contribution to the Laborers Annuity Trust Fund ("Annuity").

Assuming completion of the probationary period, normal progression between steps shall be as follows:

HOURS AT RATE TO PROGRESS TO THE NEXT STEP

<u>NEW HIRE</u>	<u>STEP I</u>	<u>STEP 2</u>	<u>STEP 3</u>
<u>1040 hours*</u>	<u>2080 hours*</u>	<u>2080 hours*</u>	<u>2080 hours*</u>

(*) Hours referenced in the steps are straight-time hours compensated. The rates set forth are minimum rates and shall not preclude the Employer from paying higher rates. Such discretionary decisions are not subject to review under the grievance procedure.

APPENDIX A

MAINTENANCE GROUP ASSIGNMENTS

<u>TITLE</u>	<u>GROUP</u>
Custodian	I
Laborer.....	I
Equipment Operator 2 - G.C.	II
Facility Landscape Caretaker	II
Landscape Technician	II
Irrigation Technician - G.C.....	II
Mechanic’s Apprentice.....	II
Custodial Technician.....	II
Bus Driver.....	III
Pest Control Technician	III
Pest Control Technician - G.C.	III
Bowling Greenskeeper	III
Equipment Operator	III
Equipment Operator 3 - G.C.	III
Light Duty Equipment Mechanic - G.C.....	III
Painter	IV
Pest Control/Chemical Applicator - G.C.	IV
Pest Control Specialist	IV
Mechanical/Electrical Technician.....	IV
Automotive Mechanic	IV
Carpenter.....	IV
Plumber.....	IV

Roofer IV

Utility Repair Worker I & II..... IV

Any changes to Bargaining Unit job descriptions must be mutually agreed upon by the Employer and Union.

APPENDIX B

HOLIDAYS

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Members, attend your meetings. They are for your benefit and the business there is important to you as a member.

The meetings are held on the fourth Tuesday of each month
at 5:30 p.m.

The meetings are held in the LABORERS' HALL, 611 Berrellesa
Street, Martinez