## LETTER OF AGREEMENT

It is hereby agreed by and between the United Contractors and its respective members ("Employer") and the Northern California District Council of Laborers, affiliated with the Laborers' International Union of North America ("Union"), as follows:

For COVID-19 Supplemental Paid Sick Leave paid pursuant to Labor Code Section 248.2 (SB 95), the following terms and conditions shall apply to establish compensation for Union members who qualify for paid Sick Leave under said law:

For purposes of calculating payments to and on behalf of employees, the applicable wage rate shall be the classification rate under which the worker was classified prior to receiving such pay, which includes the Vacation and Supplemental Dues hourly amount (the total taxable wage rate). All payments of such wages required by said law, net of payroll deductions, will be paid directly to the employee on a paycheck indicating that such wages are being paid in compliance with the COVID-19 Supplemental Paid Sick Leave law.

For all hours paid, but not worked, pursuant to Labor Code Section 248.2, Individual Employers shall not be obligated to make any fringe benefit payments.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Agreement by their respective officers authorized to do so this 29th day of March 2021.

Northern California District Council of Laborers

**United Contractors** 

Date