

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**  
**AND**  
**UNITED CONTRACTORS**

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WHEREAS, the Northern California District Council of Laborers ("Union") and United Contractors ("Employers") are parties to a collective bargaining agreement ("Agreement") referred to as the Laborers Master Agreement;

WHEREAS, there currently exist unprecedented circumstances in the employment of workers covered by the Laborers Master Agreement caused by the coronavirus/COVID-19 pandemic resulting in, among other things, project-wide and company-wide layoffs to comply with health and safety directives; and

WHEREAS, the parties now desire to temporarily modify the Agreement to allow flexibility to Individual Employers to pay wages at the time of quit or layoff for those Employees that were laid-off due to health and safety actions in response to the coronavirus/COVID-19 pandemic.

NOW THEREFORE, the parties agree as follows:

1. Employees who quit or are laid off or discharged shall receive all wages due at such time within seventy-two (72) hours of quit, layoff, or discharge by their Individual Employers. The Individual Employer will pay such Employee either via direct deposit, by making such check available for pickup by arrangement with the Individual Employer, or by mailing the check to the Employee, provided that the check is received within seventy-two (72) hours of quit, layoff, or discharge. If an Individual Employer fails to comply with this 72-hour allowance, then such employer will owe wages and fringe benefits to each unpaid Employee at the rate of 8 hours per day at the Employee's current wage rate until such Employee is paid in full. Wages includes the Vacation and Supplemental Dues hourly amount (which is the total taxable wage rate).
2. In the event that the Individual Employer decides, at its sole discretion, to provide an Individual Employee with compensation while he/she is not working due to job shutdowns as a result of government safety regulations, i.e. shelter-in-place ordinance, or coronavirus/COVID-19 safety concerns, the Individual Employer may compensate the Employee without triggering fringe benefit obligations, provided that the Employee does not perform any work (whether covered or not) for the Individual Employer. The Individual Employer shall assure that these hours can be easily identified by the Laborers' Administrative Trust.
3. For all hours paid, but not worked, by reason of compliance with the Families First Coronavirus Response Act (FFCRA), including the Emergency Paid Sick Leave Act (EPSLA) and the Expanded Family Medical Leave Act (EFMLA), Individual Employers shall not be obligated to make fringe benefit payments, except for Health and Welfare contributions as required by the FFCRA. **The provisions of paragraphs 3 and 4 shall expire on September 30, 2021, in conjunction with the expiration of the FFCRA, including voluntary FFCRA payments.**

4. For purposes of calculating payments to and on behalf of Employees under the EPSLA and EFMLA, 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 (which is the total taxable wage rate). All payments of such wages required by the EPSLA and EFMLA, 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 EPSLA and EFMLA.
5. Notwithstanding the obligations set forth above in paragraphs 3 and 4, Individual Employers may decide, in their sole discretion, to continue to provide Individual Employee(s) with additional Health and Welfare benefits during non-work periods as a result of government safety regulations (i.e., Shelter in Place ordinances and/or due to coronavirus/COVID-19 safety concerns). In such instances, the Individual Employer, may continue to make Health and Welfare contributions to the Laborers' Funds Administrative Office without triggering other fringe benefit obligations provided that the Individual Employee(s) maintain a minimum of 440 hours required for eligibility banked in his/her account and such Employee(s) is/are not performing work (whether covered or not) for the Individual Employer. In such cases, the Individual Employer will contribute a minimum of 110 hours per month at the current rate as provided for in the Laborers Master Agreement. Any Individual Employer that exercises their right to provide continued Health and Welfare coverage to their Individual Employee(s) under this paragraph shall maintain payroll records indicating compliance with this paragraph to ensure that these hours can be easily identified in future audits of the Individual Employer's records pursuant to Section 28A of the Laborers Master Agreement.
6. Laborers who decline to perform work due to concerns of contracting coronavirus/COVID-19 shall not suffer any adverse employment action such as discharge, or opposition to an application for unemployment benefits, and shall be entitled to reinstatement, provided that the job continues and work is available.
7. The Union and Employer further agree that Individual Employers may utilize temperature monitoring systems to identify possible coronavirus/COVID-19 exposure. The Union and Employer agree that Individual Employers may require that all Employees cooperate by having his/her temperature checked prior to beginning work. The parties further agree that if an Individual Employee refuses to have his/her temperature scanned as a condition of performing work, the Individual Employee will not be entitled to show up time pay. The parties agree that all Individual Employees who agree to such temperature scans are entitled to receive pay for time spent awaiting and receiving such scans pursuant to the hourly pay requirements set forth in the Laborers Master Agreement.
8. Individual Employers required to lay-off Laborers due to being unable to work for coronavirus/COVID 19 related reasons (i.e., job shutdowns, sickness, self-quarantining, etc.) may recall such Laborers without requiring a dispatch from a Local Union, provided that the recall is for the same Employer in the same Local Union's jurisdiction. Layoffs resulting from coronavirus/COVID-19 related reasons shall not be considered a break in employment hours. Any Individual Employee possessing the required 360 hours shall have full mobility as provided for in the Laborers Master Agreement Section 3B(6)(d). If the Individual Employer recalls Employees under this scenario, the Individual Employer shall notify the appropriate Local Union that the individual Laborer has been recalled.

9. Local Unions shall continue to maintain a current registration list. This Memorandum of Understanding modifies Section 3B(11) of the Laborers Master Agreement such that a Local Union may choose to cancel roll-call or allow individuals to answer roll-call by phone during this COVID-19 outbreak and during the existence of shelter-in-place requirements in the jurisdiction of the particular Local Union.

10. This Memorandum of Understanding also modifies Section 3B(12) of the Laborers Master Agreement to include that no person shall be eliminated from the registration list for refusing to accept employment for legitimate reasons relating to the coronavirus/COVID-19 outbreak and/or a shelter-in-place order. Such person shall maintain his/her position on the list until such order has been lifted.

11. This MOU is applicable to all other collective bargaining agreements between UCON and the Northern California District Council of Laborers.

12. All other terms and conditions of the Laborers Master Agreement shall remain in full force and effect.

13. Except as provided in Paragraphs 3 and 4, this modification shall expire when the state and county shelter-in-place orders are lifted, or by notification by the Employer or the Union 15 days in advance.

This Memorandum of Understanding shall be effective as of March 16, 2020.

**FOR THE UNION:**

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF  
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

By 

Oscar De La Torre, Business Manager

**FOR THE EMPLOYER:**

**UNITED CONTRACTORS**

By 

Victor Sella, Director of Labor Relations