STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SCOPE OF WORK PROVISION

FOR

TUNNEL WORKER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, FRESNO, GLENN, HUMBOLDT, IMPERIAL, INYO, KERN, KINGS, LAKE, LASSEN, MADERA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, AND YOLO COUNTIES

23-102-11

1999-2002

TUNNEL MASTER AGREEMENT

Between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

and

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Affiliated with

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO

TUNNEL MASTER AGREEMENT

1999-2002

THIS AGREEMENT made and entered into this 5th day of May, 1999 and effective the 28th day of June, 1999 by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as the COLLECTIVE BARGAINING REPRESENTATIVE OF THE EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 18, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; November 14, 1958; October 30, 1959; July 28, 1961; June 27, 1962; June 15, 1965; June 16, 1968; June 16, 1971; June 16, 1974; June 28, 1977; June 13, 1980; June 1, 1983; June 16, 1986, and June 16, 1989, June 16, 1992 to June 30, 1997 and June 16, 1996 to June 30, 1999 and June 28, 1999 to June 30, 2002 by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO.

WITNESSETH:

SECTION 1 — GENERAL PROVISIONS

A. The terms "Employer" shall refer to ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. Notwithstanding any provisions of this Agreement, including Section 6 and 28A, it is the specific understanding of the parties that only those members of the Employers who have authorized the Employers to execute this agreement on their behalf, or who execute the Agreement directly with the Union, shall be bound to this Agreement.

B. The term "Union" shall refer to the Northern California District Council of Laborers of the Laborers' International Union of North America, AFL-CIO, and its affiliated local unions.

C. This Agreement shall cover the CONSTRUCTION, ALTERATION, REPAIR AND DEMOLITION of tunnels, subways, shafts, raises and all underground excavations including lining of same. (Open cut work shall be excluded from this Agreement except as follows: Where open cut work is covered over or decked with wood, steel or other substitute material and workers are required to work under such cover, they shall be paid in accordance with the classifications of this Agreement for all excavation, cutting and placing, lagging and stud gun work.)

D. This Agreement shall apply to any employee who performs work falling within the recognized jurisdiction of those local unions of the Laborers' International Union of North America, affiliated with the Northern California District Council of Laborers, except that this Agreement shall not apply to Superintendents, Assistant Superintendents, Civil Engineers and their helpers, Timekeepers, Confidential Help and Office Help.

E. This Agreement shall apply to what is generally known as the 46 Counties of Northern California, which means that portion of the State of California above the northerly boundary of Kern County, the northerly boundary of San Luis Obispo County, and the westerly 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, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba.

SECTION 2 — COVERAGE AND DESCRIPTION

This Agreement shall cover all work of construction, alteration, repair or demolition of all tunnels, shafts, raises, subways, and all underground excavations including lining of same (open cut work shall be excluded only to the extent as outlined in Section 1), which falls within the rightful jurisdiction of the Laborers' International Union of North America. Without limiting the scope of the work covered hereby it is agreed that miner's work shall include, but not

be limited to the construction, laying and maintenance of all railroad track in subways and tunnels; all mining work including the manning, running and/or handling of all boring equipment, laser beams, mole machines, shields and all drilling, regardless of type or method used for work covered by this Agreement, sharpening of bits, steel nippers, dumpmen (power or manual), dry housemen, chucktenders, air tuggers, all conveyors, kemper pneumatic placer and all similar type equipment, all rock bolting and placing of rock restraining wire, setting all steel and wood supports, jacking of pipe, drilling, loading and shooting, handling of all powder, including splitting and making primers; all timbering, retimbering, whether wood or steel; all mucking and dumping; cable tenders, swampers/brakemen on muck trains and timber trains; handling, installing and extending all water, air and vent lines, manning of cherry pickers while mucking; handling sponge pumps in wet headings; all caulking and guns, all concrete work, including shotcrete (or similar type), gunite and grouting, dumping of agitators; raising, setting and moving of forms; handling of rods and other materials for use in reinforced concrete; stripping all forms and all cleanup work; all concrete finishing; running of grout pumps and screeding of concrete.

This Agreement shall also cover miner's work on that part of the open cut excavation two diameters in front of the portal face, two diameters in back of the portal face, one diameter above the arch of the tunnel, and four diameters on each side of the centerline of the tunnel where, because of the nature of the conditions encountered, it is necessary to employ special techniques used in tunnel work in order to secure the portal area preparatory to commencing underground operations. Concrete operations covered by this Agreement are those which start at the tunnel portals or at the collars of the shafts, and are carried out underground. (Diameter as used above is the specified excavated diameter of the tunnel.)

Laborers' work on the construction of structures such as, but not limited to, intake or outlet structures, power houses, and penstocks outside the portal face shall be outside work, though they may lie within the area defined above, and shall not be covered by the Tunnel Agreement.

The words, "alteration, repair or demolition of all tunnels" as used in the first paragraph shall apply only to miner's work on the support of, the lining of, or the structure of the tunnel itself, but not to Laborers' work on mechanical or electrical facilities, road paving (excluding inverts), tile work, or other work within the tunnel not done with tunneling methods and equipment.

Swampers/Brakemen on moving trains shall be employees under this Agreement.

All classifications listed in this Agreement which are not listed under this Section shall be included in the coverage and description of work just as though incorporated in full in this Section.

All work in connection with the operation of such equipment that is necessary to and incidental to carry out the work of the Laborer.

SECTION 3 – SUBCONTRACTORS

The terms and conditions of this Agreement insofar as it affects the Employer and the individual employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such individual employer on any work covered by this Agreement to be performed at the job site or job yard, and said subcontractor with respect to such work shall be considered the same as an individual employer covered hereby.

Subject to the provisions of this Section and any other Section of this Agreement applicable to subcontractors, if an individual employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement.

A subcontractor is defined as any person, firm, or corporation who agrees under contract with the Employer, or any individual employer, or a subcontractor of the Employer, or any individual employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

The individual employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the individual employer elect to subcontract, the individual employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the individual employer to bargain collectively pursuant to

within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area 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.

Should an impasse be reached during the course of future negotiations to amend and/or extend the present agreement, or during the course of negotiations over a new agreement, either party may submit the items in dispute to the Dispute Settlement Board established in the AGC-Basic Trades Joint Labor Management Committee Impasse Settlement Plan for resolution. The findings of the Dispute Settlement Board shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by respective officers duly authorized to do so, this 29th day of July, 1999.

FOR THE EMPLOYER:

THE ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By THOMAS T. HOLSMAN
Executive Vice President

FOR THE UNION:

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

By JOSE A. MORENO
President

By RALPH CANNELL
Vice President

By MARIO DE LA TORRE
Secretary/Treasurer

By ARCHIE THOMAS
Business Manager

EXHIBIT "A" — TUNNEL WORK CLASSIFICATIONS AND WAGE RATES

High scaling above portals and open-cut work in front of portals are usually a part of the Tunnel Contract and the following wage scales shall apply on that part of the work which is done by miners as well as in the tunnel. Work outside not part of the tunnel is not covered by this Agreement except as provided in Section 2 and Section 18.

Tunnel:

An underground excavation (lined or unlined) whose length exceeds its width, the inclination of the grade from the excavation shall be no greater than 20 degrees from the horizontal, should the inclination of grade from the horizontal exceed 20 degrees, the excavation heretofore defined shall constitute a raise.

Shaft:

An excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75 degrees from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension.