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

HOLIDAY PROVISIONS

FOR

TUNNEL WORKER (LABORER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, 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, YOLO, AND YUBA COUNTIES.

23-102-11

PROPOSED AGC/TUNNEL LABORER AGREEMENT SUMMARY

1. Term of Agreement–July 1, 2002 through June 30, 2006

2. Economics (Exhibit A)

• First Year:	June 30, 2002	$.95 to be allocated by the union
• Second Year:	June 30, 2003	$.95 to be allocated by the union
• Third Year	June 30, 2004	$.90 to be allocated by the union
• Fourth Year	June 30, 2005	$.90 to be allocated by the union

All other terms and conditions of this agreement shall remain in full force and effect until such time as they are amended, modified or changed by mutual agreement of the bargaining parties.

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

Tom Holsman
Executive Director

7/19/02
Date

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Jose Moreno
Business Manager

8-13-02
Date

RECEIVED
Department of Industrial Relations
AUG 16 2002
Div. of Labor Statistics & Research
Chief's Office

23-102-11

RECEIVED
Department of Industrial Relations

AUG 20 1999

Div. of Labor Statistics & Research
Chief's Office

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.)

Special Single Shift.

When the individual employer produces evidence in writing to the appropriate Local Union of the Union of a bona fide job requirement for a public agency or a public utility which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union of the Union by certified mail at least three (3) days prior to the start of such 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 period, Monday through Friday. Such shift shall be in accordance with the provisions of Section 18(1)(G) of this Agreement. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double (2) time to be paid from the start of the shift to midnight and the applicable straight-time rate paid from midnight until completion of the eight (8) hour special single shift.

SECTION 18(2) - PARKING

A. In the event free parking facilities are not available within five (5) blocks of a job site, the individual employer will provide such parking facilities and the individual employer shall have the right to designate parking areas to be used.

Where, because of congested parking conditions, it is necessary to use public parking facilities, the individual employer shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the individual employer shall transport the employees to and from the place where the work is being performed and such transporting shall be one-half (1/2) on the individual employer's time and one-half (1/2) on the employee's time.

B. Any employees such as flagpersons shall be furnished adequate relief for the use of toilet facilities.

SECTION 19 - RECOGNIZED HOLIDAYS

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day. Martin Luther King Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.