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

TRAVEL AND SUBSISTENCE 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

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

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 (½) on the individual employer's time and one-half (½) 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.

SECTION 20 – GUNITE

When Gunite work is sublet, the subcontractor shall observe the travel expense for the Gunite crew as contained in that Agreement known as the 46 Counties Laborers' Master Agreement. If not sublet, the rates and provisions of this Agreement shall apply to the Gunite work.

SECTION 21 – STEWARD

A. The Union may select an employee on the job as a Steward and he shall be a working employee. Written notification shall be given to the individual employer of such assignment. The Union agrees that the Steward's duties shall be performed as expeditiously as possible and the individual employer agrees to allow him a reasonable amount of time for the performance of his duties. The individual employer will give the Union five (5) days advance written notice before terminating the Steward unless the job is completed or he is discharged for cause.

B. The Steward shall be limited to and shall not exceed the following duties and activities:

(1) Check the dispatch of each employee dispatched under the terms of this Agreement.

(2) Report to his Business Representative all violations of this Agreement.

(3) Report to his Business Representative any employee covered by this Agreement who, during his shift, leaves the job site without giving the individual employer and the Steward prior notice.

C. **The Steward shall not:**

(1) Stop the individual employer's work for any reason or tell any workers or any employee covered by this Agreement that he cannot work on the job.

(2) Infraction of either of the two rules set forth in C(1) above, shall be cause for immediate dismissal of the Steward without any prior notice.

SECTION 22 – GRIEVANCE PROCEDURE

Any dispute concerning the interpretation or application of this Agreement, other than a jurisdictional dispute or a dispute arising out of Subsection 7A or B, or a dispute arising out of Subsection 15B(5), or a dispute of Section 26 (Health & Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, or Training and Retraining Plan) which said sections and the subsection thereof are specifically exempted by the provisions of this section, the following procedure will apply:

(1) In the event that a dispute arises on a job, it shall be first reported to the individual employer and/or the Business Agent of the appropriate Local Union who shall then attempt to adjust said grievance or dispute at the job site level.

SECTION 29 — EMPLOYEES NOT TO BE DISCHARGED FOR RECOGNIZING AUTHORIZED PICKET LINES

The parties to this Agreement recognize that it is vital to the unionized segment of the construction industry that the work opportunities of the employee and the Individual Employer signatory to this Agreement proceed without interruption because of disputes involving unions not signatory to an Agreement with the Employer.

No employee covered hereby may be discharged by the Individual Employer for refusing to cross a picket line established by a Local Union of the basic crafts.

SECTION 30 — SUBSISTENCE

Subsistence for employees performing work under the terms of this Agreement is set forth in Supplement No. 2 attached hereto and made a part hereof as if set forth in full herein.

SECTION 31 — COMPENSATION FOR TRAVEL WITHIN TUNNEL

The individual employer shall pay employees covered by this Agreement working within the tunnel, adits, or shafts, on a portal to portal basis as follows: The hours of employment of such employee shall commence at the portal of the tunnel, adit or shaft at which he is directed by the individual employer to report for work on his shift and shall end at such portal.

If a change house is located more than 1250 feet from a portal, adit, or shaft, then the time of work shall start, for pay purposes, at the change house.

SECTION 32 — CHANGE OF NAME OR STYLE

This Agreement is binding upon each individual employer regardless of whether or not he or it changes the name or style or address of his or its business. Each individual employer shall give notice in writing to said District Council of any intent to change the name, style, or address of his or its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style, or address, or the addition of new names or styles or addresses, as specified herein.

Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement

SECTION 33 — WAGE RATES

There is attached hereto, and by this reference made a part hereof, Exhibit "A", containing the wage rates to be paid in the various classifications for work performed under the terms of this Agreement effective June 28, 1999, and on succeeding dates as herein provided.

"On public work projects where wage determinations exist, such pre-determined wage and fringe rates provided for in the bid specifications shall remain in effect for the duration of said project. Provided, however, each segment let by the owner shall be deemed the Project and that this provision shall not cover Projects where the formal sealed bid procedures are not used. Whenever non-signatory and/or non-union contractors appear on a public works plan holders list and where the prevailing wage determination is less than that which is provided for in the current Tunnel Master Agreement, the employer signatory to the 1999-2002 Tunnel Master Agreement, may bid the project pursuant to the prevailing wage determination attached to and part of the bid specifications for that project. Increases in Trust Funds shall not be subject to this provision. Provided further, in no event shall wages be frozen for more than 36 months on any project."

SECTION 34 — EFFECTIVE AND TERMINATION DATE

This modifying Agreement shall be in effect the 28th day of June, 1999, and shall remain in effect for a period of three (3) years without re-opening for any purpose and from year to year thereafter except that upon not more than ninety (90) and not less than sixty (60) days' written notice by either party to the other party prior to June 30, 2002, or of any year thereafter, the wage scales shall be opened to review and such new classifications as may be developed may be added.

It is agreed that in the event either party should exercise its rights under the paragraph last above set out, they will for a period of sixty (60) days prior to the 30th day of June, 2002 or June 30th of any succeeding year bargain with each other with respect to all wage rates, working conditions, and hours of employment for the work herein covered.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties

EFFECTIVE & TERMINATION DATE

The Supplement to Tunnel Master Agreement relating to compressed air operations shall be in effect the 28th day of June, 1999, and shall remain in effect until June 30, 2002 in accordance with Section 33 of the Laborers' Tunnel Master Agreement.

Dated: 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

SUPPLEMENT NO. 2

SUBSISTENCE

It is hereby agreed that effective June 28, 1999, Supplement No. 2, Subsistence, of the Laborers Tunnel Master Agreement shall read as follows:

Map Description for Area Free Zone and Subsistence Zone.

The following is a description based upon township and area free zones and subsistence zones. Area free zones for all Northern California within the following lines:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S,
Then Easterly along the Southerly line of Township 19S, crossing Mt. Diablo meridian to the S.W. corner of township 19S, range 6E, Mt. Diablo base line and meridian,
Thence Southerly to the S.W. corner of township 20S, range 6E,
Thence Easterly to the S.W. corner of township 20S, range 13E,
Thence Southerly to the S.W. corner of township 21S, range 13E,
Thence Easterly to the S.W. corner of township 21S, range 17E,
Thence Southerly to the S.W. corner of township 22S, range 17E,
Thence Easterly to the S.E. corner of township 22S, range 17E,
Thence Southerly to the S.W. corner of township 23S, range 18E,
Thence Easterly to the S.E. corner of township 23S, range 18E,
Thence Southerly to the S.W. corner of township 24S, range 19E,
falling on the Southerly line of Kings County, thence Easterly along the Southerly boundary of Kings County and the Southerly boundary of Tulare County, to the S.E. corner of township 24S, range 29E,
Thence Northerly to the N.E. corner of township 21S, range 29E,
Thence Westerly to the N.W. corner to township 21S, range 29E,
Thence Northerly to the N.E. corner of township 13S, range 28E,

Thence Westerly to the N W. corner of township 13S, range 28E,
Thence Northerly to the N.E. corner of township 11S, range 27E,
Thence Westerly to the N.W. corner of township 11S, range 27E,
Thence Northerly to the N.E. corner of township 10S, range 26E,
Thence Westerly to the N.W. corner of township 10S, range 26E,
Thence Northerly to the N.E. corner of township 9S, range 25E,
Thence Westerly to the N.W. corner of township 9S, range 25E,
Thence Northerly to the N.E. corner of township 8S, range 24E,
Thence Westerly to the N.W. corner of township 8S, range 24E,
Thence Northerly to the N.E. corner of township 6S, range 23E,
Thence Westerly to the S.E. corner of township 5S, range 19E,
Thence Northerly to the N.E. corner of township 5S, range 19E
Thence Westerly to the N.W. corner of township 5S, range 19E,
Thence Northerly to the N.E. corner of township 3S, range 18E,
Thence Westerly to the N.W. corner of township 3S, range 18E,
Thence Northerly to the N.E. corner of township 2S, range 17E,
Thence Westerly to the N.W. corner of township 2S, range 17E,
Thence Northerly crossing the Mt. Diablo baseline to the N.E. corner of township 2N, range 16E,
Thence Westerly to the N.W. corner of township 2N, range 16E,
Thence Northerly to the N.E. corner of township 3N, range 15E,
Thence Westerly to the N.W. corner of township 3N, range 15E,
Thence Northerly to the N.E. corner of township 4N, range 14E,
Thence Westerly to the N W. corner of township 4N, range 14E,
Thence Northerly to the N.E. corner of township 5N, range 13E,
Thence Westerly to the N.W. corner of township 5N, range 13E,

Thence Northerly to the N.E. corner of township 10N, range 12E,
Thence Easterly to the S.E. corner of township 11N, range 14E,
Thence Northerly to the N.E. corner of township 11N, range 14E,
Thence Westerly to the N.E. corner of township 11N, range 10E,
Thence Northerly to the N.E. corner of township 15N, range 10E,
Thence Easterly to the S.E. corner of township 16N, range 11E,
Thence Northerly to the N.E. corner of township 16N, range 11E,
Thence Easterly to the S.E. corner of township 17N, range 14E,
Thence Southerly to the S.W. corner of township 14N, range 15E,
Thence Easterly to the S.E. corner of township 14N, range 15E,
Thence Southerly to the S.W. corner of township 13N, range 16E,
Thence Easterly to the S.E. corner of township 13N, range 16E,
Thence Southerly to the S.W. corner township 12N, range 17E,
Thence Easterly along the Southern line of township 12N to the Eastern boundary of the State of California, thence Northwesterly, thence Northerly along the Eastern boundary of the State of California to the N.E. corner of township 17N, range 18E,
Thence Westerly to the N.W. corner of township 17N, range 11E,
Thence Northerly to the N.E. corner of township 20N, range 10E,
Thence Westerly to the N.W. corner of township 20N, range 10E,
Thence Northerly to the N.E. corner of township 21N, range 9E,
Thence Westerly to the N.W. corner of township 21N, range 9E,
Thence Northerly to the N.E. corner of township 22N, range 8E,
Thence Westerly to the N.W. corner of township 22N, range 8E,
Thence Northerly to the S.W. corner of township 27N, range 8E.
Thence Easterly to the S.E. corner of township 27N,

range 8E,
Thence Northerly to the N.E. corner of township 28N, range 8E,
Thence Westerly to the N.W. corner of township 28N, range 7E,
Thence Northerly to the N.E. corner of township 30N, range 6E,
Thence Westerly to the N.W. corner of township 30N, range 1E,
Thence Northerly along the Mt. Diablo meridian to the N.E. corner of township 34N, range 1W,
Thence Westerly to the N.W. corner of township 34N, range 6W,
Thence Southerly to the N.E. corner of township 32N, range 7W,
Thence Westerly to the N.W. corner of township 32N, range 7W,
Thence Southerly to the S.W. corner of township 30N, range 7W,
Thence Easterly to the S.E. corner of township 30N, range 7W,
Thence Southerly to the S.W. corner of township 16N, range 6W,
Thence Easterly to the S.E. corner of township 16N, range 6W,
Thence Southerly to the S.W. corner of township 14N, range 5W,
Thence Westerly to the S.E. corner of township 14N, range 7W,
Thence Northerly to the N.E. corner of township 14N, range 7W,
Thence Westerly to the N.W. corner of township 14N, range 7W,
Thence Northerly to the N.E. corner of township 15N, range 8W,
Thence Westerly to the S.E. corner of township 16N, range 12W,
Thence Northerly to the N.E. corner of township 16N, range 12W,
Thence Westerly to the N.W. corner of township 16N, range 12W,
Thence Northerly to the N.E. corner of township 18N, range 13W,
Thence Westerly to the N W corner of township 18N, range 14W,
Thence Southerly to the S.W. corner of township 18N, range 14W,
Thence Easterly to the S.E. corner of township 18N, range 14W,

Thence Southerly to the S.W. corner of township 16N, range 13W,
Thence Westerly to the N.W. corner of township 15N, range 14W,
Thence Southerly to the S.W. corner of township 14N, range 14W,
Thence Easterly to the S.E. corner of township 14N, range 14W,
Thence Southerly to the S.W. corner of township 13N, range 13W,
Thence Easterly to the S.E. corner of township 13N, range 13W,
Thence Southerly to the S.W. corner of township 11N, range 12W,
Thence Easterly to the S.E. corner of township 11N, range 12W,
Thence Southerly along the Eastern line of range 12W to the Pacific Ocean excluding that portion of Northern California within Santa Clara County included within the following line:
Commencing at the N.W. corner of township 6S, range 3E, Mt. Diablo baseline and meridian:
Thence in a Southerly direction to the S.W. corner of township 7S, range 3E,
Thence in a Easterly direction to the S.E. corner of township 7S, range 4E,
Thence in a Northerly direction to the N E. corner of township 6S, range 4E,
Thence in a Westerly direction to the N.W. corner of township 6S, range 3E, to the point of beginning which portion is a part of Area 2.
Area 1 also includes that portion of Northern California within the following lines:
Commencing in the Pacific Ocean on an extension of the Southerly line of township 2N, Humboldt baseline and meridian:
Thence Easterly along the Southerly line of township 2N to the S.W. corner of township 2N, range 1W,
Thence Southerly to the S.W. corner of township 1N, range 1W,
Thence Easterly along the Humboldt baseline to the S.W. corner of township 1N, range 2E,
Thence Southerly to the S.W. corner of township 2S, range 2E,
Thence Easterly to the S.E. corner of township 2S, range 2E,
Thence Southerly to the S.W. corner of township 4S, range 3E,
Thence Easterly to the S.E. corner of township 4S,

range 3E,
Thence Northerly to the N.E. corner of township 2S, range 3E,
Thence Westerly to the N.W. corner of township 2S, range 3E,
Thence Northerly crossing the Humboldt baseline to the S.W. corner of township 1N, range 3E,
Thence Easterly along the Humboldt baseline to the S.E. corner of township 1N, range 3E,
Thence Northerly to the N.E. corner of township 9N, range 3E,
Thence Westerly to the N.W. corner of township 9N, range 2E,
Thence Northerly to the N.E. corner of township 10N, range 1E,
Thence Westerly along the Northerly line of township 10N, into the Pacific Ocean.

Subsistence map change shall apply for work bid June 16, 1980.

All areas other than free zones shall be subject to the payment of subsistence as follows:

On all work subject to travel and subsistence allowance specified in this section, the daily subsistence allowance shall be as follows:

June 28, 1999 through June 30, 2002 - $19.00/day

The Individual Employer shall not be required to pay subsistence to employees employed by an Individual Employer in a permanent yard or shop or plant and employees employed by an Individual Employer on residential construction projects (not camps); subdivisions; building of three (3) stories or less including utilities and site work related to these buildings, streets, roadways and utilities which are a part of a residential construction project.

Subsistence will not be applicable within the city limits of the following cities or towns:

Auburn, Coalinga, Crescent City, Exeter, Grass Valley, Greenfield, Jackson, Jamestown, Lindsay, Mariposa, Nevada City, Placerville, Porterville, Sonora, Strathmore, Terrabella, Tuolumne, Twain Harte, Woodlake, and Yreka.

Subsistence shall apply to publicly financed camps, highways, dams, tunnels, power facilities, defense facilities, utilities (except as provided above), sewage disposal plants, and heavy engineering projects together with the camps, warehouses, offices or facilities constructed in connection with such latter projects, such pay shall be separate from the wages of the

employee and shall be paid him by separate check.

No subsistence shall be paid on a job located within the right of way of a road or highway forming part of the boundary of a subsistence area.

If a road or highway forming part of the boundary of a subsistence area is relocated, such relocated road or highway - upon being officially open shall form a part of the boundary of the subsistence area in place of the old road.

When the work is to be performed in the subsistence zone each employee employed to perform work covered by this Agreement shall receive subsistence pay specified herein.

When the work to be performed is in the non-subsistence zone such employees shall not be entitled to receive subsistence pay; provided, however, if two or more hours of compensable time (straight time or premium time) are worked by said employee in the subsistence zone, he shall be entitled to be paid appropriate subsistence pay as specified herein for the entire day. An employee or person referred for employment shall be entitled to subsistence pay for any day on which he is required by or requested to report to the job of the Individual Employer, but does not perform work due to conditions beyond said Individual Employer's control (such as: rainy days, or days when steel or other materials are not available).

If the Individual Employer maintains a camp in the subsistence area hereinabove described, the Individual Employer agrees not to charge the employees covered by this Agreement more than the amount allowed for subsistence hereunder for suitable room and board incurred during a calendar week.

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 (½) on the individual employer's time and one-half (½) on the employee's time.

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

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

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B. The Steward shall be limited to and shall not exceed the following duties and activities:

(1) Check the dispatch of each employee dispatched under the terms of this Agreement.

(2) Report to his Business Representative all violations of this Agreement.

(3) Report to his Business Representative any employee covered by this Agreement who, during his shift, leaves the job site without giving the individual employer and the Steward prior notice.

C. The Steward shall not:

(1) Stop the individual employer's work for any reason or tell any workers or any employee covered by this Agreement that he cannot work on the job.

(2) Infraction of either of the two rules set forth in C(1) above, shall be cause for immediate dismissal of the Steward without any prior notice.

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Any dispute concerning the interpretation or application of this Agreement, other than a jurisdictional dispute or a dispute arising out of Subsection 7A or B, or a dispute arising out of Subsection 15B(5), or a dispute of Section 26 (Health & Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, or Training and Retraining Plan) which said sections and the subsection thereof are specifically exempted by the provisions of this section, the following procedure will apply:

(1) In the event that a dispute arises on a job, it shall be first reported to the individual employer and/or the Business Agent of the appropriate Local Union who shall then attempt to adjust said grievance or dispute at the job site level.