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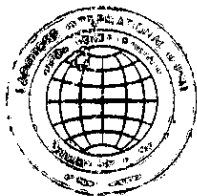
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TUNNEL MASTER AGREEMENT

Between

98 pp.

ASSOCIATED GENERAL CONTRACTORS
OF
CALIFORNIA, INC.



And
NORTHERN CALIFORNIA
DISTRICT COUNCIL OF
LABORERS

Affiliated with

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
AFL-CIO

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA

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TUNNEL MASTER AGREEMENT

2002 - 2006

THIS AGREEMENT made and entered into this 22nd day of October, 2001 and effective the 24th day of June, 2002 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 sub-contractor 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 Section 8(A)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement but not for no other purpose, statute or law.

An individual employer who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement, shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments required by Section 26 (Health and Welfare, Pension/Annuity, Vacation-Holiday-Dues Supplement and Training and Retraining Funds) except as follows:

The individual employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract, and shall specify the name and address of the subcontractor. Written notice at a pre-job conference shall be deemed written notice under this provision for those subcontractors listed at the pre-job only. Notification to the Union of any subcontractor not listed in writing at the pre-job must still be given in accordance with this paragraph.

If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Union shall promptly give written notice thereof to the individual employer and to the subcontractor specifying the nature and amount of such delinquency.

If such notice is given, the individual employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within seventy-five (75)

days prior to the receipt of said notice from the Union, and said individual employer may withhold the amount claimed to be delinquent out of the sums due and owing by the individual employer to such contractor.

In the event the individual employer fails to give written notice of a subcontract as required herein, such individual employer shall be liable for all delinquencies of the subcontractor on that job or project without limitation.

The individual employer shall not be liable for any such delinquency if the Local Union where the delinquency occurs refers any employee to such subcontractor after giving such notice and during the continuance of such delinquency.

The provisions of this Section 3 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action.

SECTION 4A – ADDITIONAL WORK OR CLASSIFICATIONS

This Agreement shall not prevent the Employer from negotiating or making agreements with the Union for any work or classification not covered by this Agreement. When such work is contemplated, the Collective Bargaining Representatives shall immediately

enter into negotiations to establish proper wage scales for any such work.

Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different material, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology; and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement, regardless of the nature, size, or characteristics of such new machine, mechanized process, new or different material, or new or different method or technology.

It is not the intent of the parties to provide work where no job exists.

SECTION 4B – JURISDICTIONAL DISPUTES

There shall be no cessation or interference in any way with any work of the Employer or any individual employer by reason of Jurisdictional Disputes between the Union and any other Union affiliated with the AFL-

CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves, or submitted to the International Presidents of the Unions involved in the dispute for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned the individual employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

Upon affiliation of the Employer with the plan for the settlement of Jurisdictional Disputes in the Construction Industry, or a successor voluntary program to which the Union is also affiliated, the Employer, the individual employers, and the Union shall be bound by the procedures for settlement of jurisdictional disputes as adopted under such a program. The individual employer shall be bound by an agreement between the General Presidents.

SECTION 5 - CONFLICTING CONTRACTS

No oral or written agreement which conflicts or is inconsistent with this Agreement, or any supplemental agreements thereto, shall hereafter be entered into by and between Employer, or an individual employer, and any individual employee performing work covered by this Agreement.

Any practice of the Employer or individual employer contrary to this Agreement shall forthwith terminate. Any such future practice shall not be binding on the Union or affect the interpretation of this Agreement unless specifically authorized by the Union in writing.

SECTION 6 - BARGAINING REPRESENTATIVES

A. Union's Recognition of Collective Bargaining Representative of Employer.

The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of Employer includes in its membership a majority of the individual employers in the General Building and Tunnel Industry and said employers are performing the greater percentage of work therein.

By reason of such facts the Union hereby recognizes that the Collective Bargaining Representative of the Employer, as herein above referred to, is the Collective Bargaining Representative for all persons, firms or corporations who are now or hereafter may become members of any employer organization that is now or hereafter may become signatory hereto and of any employer who is not a member of such employer organization and who is or may hereafter become signatory hereto with respect to Tunnel Construction in the territory subject to this Agreement.

In the event the Union (District Council) enters into any other agreement with other employers or employer associations concerning the type of work covered hereby in the area which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement only in the geographical area where such other Agreement is in effect.

B. Employers' Recognition of Union as Collective Bargaining Representative of Employees.

The Employer and the Individual Employer covered hereby recognize and acknowledge the Northern California District Council of Laborers of the Laborers' International Union of North America, AFL-CIO, as the Collective Bargaining Representative of the employees in the area aforementioned covering the jurisdiction of the Union and its affiliated local unions.

C. Access to Project.

A Union Representative shall have access to the project during working hours for the purpose of checking the manner in which the terms of this Agreement are being complied with.

SECTION 7 - EMPLOYMENT AND DISCHARGE

A. Union Security

(1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of an individual employer on work covered by this Agreement on the effective date of this Subsection 7A shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every other person covered by this Agreement shall be required as a condition of employment to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area which such person is performing work on or after the expiration of eight (8) days of employment on such work following the beginning of such employment or the effective date of this revised Subsection 7A, whichever is later. Membership in any such Local Union shall be available to any such person on the same terms and conditions generally applicable to other members.

If Federal law is hereafter amended to permit a lesser requirement for union membership or union membership as a condition of employment than provided in this Subsection, the Collective Bargaining Representative of

the Employer and the Union will promptly enter into negotiations with regard to such subject.

(2) The individual employer shall be required to discharge any employee pursuant to this Subsection 7A only when a written notice from the Union, or Local Union, with an immediate copy of such notice to the Union, of such employee's non-compliance, with this Subsection, stating all pertinent facts showing such non-compliance shall have been served upon such individual employer and a reasonable time (not to exceed 48 hours) has been allowed for compliance therewith.

B. Employment.

(1) The Union or Local Union shall maintain open and non-discriminatory hiring halls for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such hiring halls. It is mutually agreed by the Employer and the Union to fully comply with all of the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order No. 11246, the Americans with Disabilities Act of 1990, and California Fair Employment Practices Section, to the end that no person shall, on the grounds of sex, race, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 7 of this Agreement. (A list of local unions,

their telephone numbers and daily dispatching hours is attached hereto as Schedule "A" for convenience only.)

The Union shall retain full power to change the location of any hiring hall listed herein, to change the daily dispatching hours listed herein or to cause the merger, amalgamation or consolidation of any two or more hiring halls listed herein. The Union shall give notice in writing to the Employer whenever any such change, merger, amalgamation or consolidation becomes effective. If the Employer desires a location of a hiring hall or daily dispatching hours other than as specified herein, notice of such desire shall be given to the Union in writing and the Collective Bargaining Representatives shall promptly enter into negotiations with regard to such subject.

(2) Each person desiring employment shall register through such hiring hall by appearing personally and by indicating his name, address, telephone number, Social Security Account Number, qualifications and employment desired. Each such person shall be listed numerically in the order in which he registers.

In the territorial jurisdiction of the following Locals only, 73 Stockton, 139 Santa Rosa, 185 Sacramento, 270 San Jose, 291 (Napa/Lake Counties only), 294 Fresno, 297 Salinas, 324 Martinez, 326 Solano, and 1130 Modesto, a person may register by phone if his residence is more than 10 miles from the nearest hiring hall maintained by said Local.

Distance for interpreting this Subsection shall be determined by using the nearest Class "A" road or highway.

(3) No person shall be entitled to have his name placed on any employment list which is applicable to a particular type or classification of work unless he has been employed in such type or classification of work for six (6) months consecutively or accumulatively within a period of three (3) years immediately preceding the date of his registration.

(4) The individual employer shall contact the appropriate hiring hall of the Local Union having work and area jurisdiction for all workers as he or it may from time to time need, and the Local Union shall furnish to the individual employer the required number of qualified and competent workers of the classifications needed by the individual employer in accordance with the provisions of this Subsection 7B, if such workers are available.

(5) When requesting workers, the individual employer shall submit job orders, indicating the number of persons desired, qualifications of each person desired, the location of the job, the reporting date and time and the representative of the individual employer to be contacted on the job site.

(6) The appropriate hiring hall of the Local Union of the Union having work and area jurisdiction, will furnish in accordance with the request of the individual employ-

er such qualified and competent workers of the classifications needed from among those entered on said lists to the individual employer by use of a written referral in the following order of preference.

Persons shall be referred in the order in which they are registered, if their registration indicates that they are qualified for and desirous of taking such referral unless they are not available for referral, subject to the following conditions: First,

(a) Notwithstanding any other provision of this Agreement, the individual employer may request a person by name, out of order, and such person must be dispatched if such person is registered on the out-of-work list and if such person was employed previously by such individual employer or member of a joint venture within three years prior to such request within the territorial jurisdiction of the appropriate Local Union of the Union.

(b) In addition to requests permitted by the provision of Subsection 6(a), the individual employer may request any person registered on the out-of-work list out of order for any reason; provided, however, that at no time shall any job contain more than 50% of persons requested under Subsection 6(b).

(c) Any Local Union, may at its option, permit a percentage of individual requests greater than 50% on any job. Such permission shall not be deemed a violation of this Agreement.

(d) No person shall be dispatched pursuant to the provisions of Subsection 6(a), 6(b), or 6(c) of this Section unless the individual employer request is in writing, dated, is signed by an appropriate management representative, specifies whether the person is a rehire and names the job for which rehire is requested.

It will not be a violation of this Agreement for an owner (1 person) to perform Tunnel Laborers work when needed provided that said owner is performing work with at least one (1) additional Tunnel Laborer on the job site.

Second, persons who within five (5) years immediately preceding the job order performed work covered under this Agreement in the geographical area covered by this Agreement in the order in which they registered.

Third, persons who are registered in the order in which they registered by qualification.

(7) Available for employment shall mean: All persons eligible for referral shall be present at the hiring hall or present at their residence phone if they live at a location specified in Subsection 7B(1), paragraph 2, during dispatching hours, unless excused for the following reasons:

(a) When a death or imminent death occurs in the immediate family, from the date of death and not exceeding one week after the date of burial, however, they shall produce bona fide proof of such death or imminent death from hospital or family doctor.

(b) Persons on jury duty, providing they produce bona fide proof they are serving on a jury.

(c) Persons temporarily serving in the U.S. Military Reserve, providing they show bona fide proof of such service.

(d) Attendance at Workers' Compensation Hearing or any administrative or court appearance.

(8) When ordering workers, the individual employer will give notice to the appropriate hiring hall of the Local Union, not later than 2:30 p.m., of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17-1/2) hours before the required reporting time and in the event that, forty-eight (48) hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Local Union shall not furnish such workmen, the individual employer may procure workers from any other source or sources. If workers are so employed the individual employer shall promptly report to the appropriate hiring hall of the Local Union, in writing, or by phone with written confirmation within forty-eight (48) hours the name, address and Social Security Account Number of the employee procured from such other source and the date of employment and the location of the job on which he is employed. Workers who report on the first day are to be paid from the time they report to the Individual Employer's designated location.

(9) Dispatching hours shall be as specified in Subdivision (1) of this Subsection 7B or as specified in the notice or notices submitted pursuant to Subdivision (1) of this Subsection 7B. In emergency cases, individuals may be dispatched other than at such dispatching hours.

(10) Each person, upon being referred shall receive a written referral to be transmitted to the employer representative at the job site indicating the name, address, Social Security Account Number, type of job, date of proposed employment and date of referral.

(11) To insure the maintenance of a current registration list, all persons who do not re-register or answer roll call, as the case may be, on each regularly scheduled roll call day (which shall not be more often than once a week) shall be removed from the registration list unless excused in accordance with Subsection 7B(7). Any person may re-register by phone and must be personally present at the phone during dispatch hours. If a referral is made by phone, a written dispatch slip must be sent to the Individual Employer and workman. Any person who is permitted to register by phone under this Subsection 7B must appear personally at the appropriate hiring hall on roll call day. If such persons re-register or answer roll call pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of this Subsection 7B. Provided, however, that if any person who is eliminated from the regis-

tration list in accordance with the provisions of Subsection 12 of Section 7B following, such person shall not be entitled to the position he held prior to his elimination in the event he re-registers or answers roll call, as the case may be.

(12) Persons shall be eliminated from the registration list for the following reasons:

(a) Dispatched to a job - except that any person who is rejected by the individual employer or who fails to complete two (2) full day's work shall retain his position on said list; provided, no person who is rejected by the individual employer shall be referred to such individual employer with respect to the same request pursuant to which he was initially referred.

(b) Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him.

(c) Unavailable for employment.

(d) Any person dispatched to a job who fails to report for work.

(13) Notwithstanding the other provisions of this Subsection 7B, the individual employer may specifically request that a particular named workman who is reg-

istered in a hiring hall of a local Union be furnished to him to perform work as:

Shifter

Shaft Work and Raise

Shaft Work and Raise-Shifters

Diamond Driller

Miner-Tunnel, including top and bottom man of shaft and raise work

Timberman, Retimberman - Wood or Steel

Blaster, Driller, Powderman - in Heading

Cherry Pickerman - where car is lifted

Primerhouseman

Chucktender and Cabletender

Nozzlemen

Bull Gang Foreman

Miner Concrete Finisher

and the Local Union will furnish such workman to the individual employer in accordance with such request, without regard to the order of registration of the workman, provided that such person is registered on the employment list of the appropriate Local Union of the Union and has qualified himself for work in any such classification for which he may be called under this Subsection 7B(13).

(14) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom of selectivity in hiring and the Individual Employer retains

the right to reject any job applicant referred by the Union for just cause including but not limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986. In the event an Individual Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, the Individual Employer shall be free to secure such skilled person from any available source subject to Section 7A of this Agreement.

(15) The Local Unions and the Union shall post in places where notices to applicants for employment with the individual employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and each individual employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.

(16) Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Subsection A of this Section 7.

(17) Any person aggrieved by the operation of the hiring hall shall submit his grievance to the permanent hiring hall neutral arbitrator provided that such submission is made in writing stating the reasons for the grievance, within ten (10) working days after the occurrence of the grievance. The Arbitrator shall have full power to adjust the grievance, and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any grievance shall be available at all times in the office of the Union and each Local Union.

(18) The permanent hiring hall neutral arbitrator shall be Gerald McKay and notices required by this Section shall be mailed or delivered to P.O. Box 406, Burlingame, California 94011-0406. The date of postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the ten day period. The costs of arbitration shall be borne equally by the Employer and Union regardless of who the Local Union or individual employer is.

C. Discharge.

No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union. The Local Union shall be the sole judge of the qualifications of its members.

The individual employer shall be the sole judge of the

qualifications of all of his employees, and may on such grounds discharge any of them.

No employee shall be discharged without just cause. In the event of discharge without just cause, the employee shall, if he so desires, be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the grievance procedure provided for in Section 22 hereof.

In the event of reinstatement, the amount of back pay awarded under Section 22 hereof may not exceed 90 days unless the grievant was employed by the individual employer who discharged him for more than 1500 hours in the two years preceding the date of discharge.

D. The individual employer may notify the Local Union hiring hall of all employees who have quit, or have been terminated or recalled during the week. Such notification shall be on a written form which will include the following information:

Name of Employer Company

Name of Employee

Date of Termination

Date of Recall

Reason for Termination

E. No employee may be transferred from an individual employer's payroll to another individual employer's payroll except in accordance with Subsection

7B except any transfer to and/or from a joint venture of which the individual employer is a partner.

SECTION 8 - SHOW-UP TIME

When an employee reports for work and there is no work provided by the individual employer, he shall be paid four (4) hours show-up time at the applicable rate plus subsistence where applicable, provided, however, no show-up time will be payable to any person who reports for work without the necessary and legally required documentation to establish work right status under applicable Immigration and Naturalization Laws.

If work is to be suspended for any reason, the employee shall be notified at least two (2) hours (except four {4} hours on remote projects by mutual agreement) before being required to report for work. The employee shall keep the individual employer at all times advised of his correct address and if he has a telephone, his telephone number. If an employee does not keep the individual employer so informed, the individual employer shall be relieved of the duty of giving such notice and further, he shall not have to pay such employee show-up time. Radio and/or TV notice is acceptable on remote projects as a means of notification providing the Union is notified in writing at the commencement of the job.

SECTION 9 - LUNCH TIME

An employee will be given a full 30 minutes and relieved of all duties to eat his lunch. No employee shall be required to work more than four and one-half (4-1/2) hours without time off for a meal period which shall be one-half (1/2) hour. In the event the employer elects to work the employee and/or employees during the regularly scheduled meal period in violation of this Section, he shall pay the employee at time and one-half the regular wage rate from the fourth and one-half (4-1/2) hour for the remainder of the shift. For purpose of clarification of this Section, it is the intent that the employee will have started and completed his lunch between the third (3rd) and the fourth and one-half (4-1/2) hour.

Any employee required to work more than two (2) hours overtime at the end of a shift shall be permitted a one-half (1/2) hour meal period for which he shall receive regular overtime pay. No work shall be performed by him during such meal period. (Meal periods may be staggered from the 10th to 11th hour on single shift work and from the 9th to 10th hour on shift work.)

SECTION 10 - RECORDS

A. Each individual employer shall provide a proper means for registering the reporting, quitting time, and as supplied by the employee, the address and telephone

number of all employees covered by this Agreement. In the event of a dispute such records shall be accessible to the business representative of the Union or Local Union during working hours.

B. Each individual employer, upon request of any Trust Fund specified in this Agreement, shall permit a Trust Fund Auditor to review any and all records relevant to the enforcement of the provisions of this Agreement pertaining to the Trust Funds. Such review shall be permitted not less than two (2) working days after demand.

C. Any Individual Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and, in addition, pay liquidated damages.

D. All delinquent contributions shall bear simple interest at a rate of one and one half percent (1.5%) per month until receipt of payment.

E. Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred fifty dollars (\$150.00) per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions.

F. The cost of any audit shall be borne by the Individual Employer if the delinquency disclosed by the

audit is in excess of one thousand dollars (\$1,000.00) and is not the result of a clerical error.

G. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

SECTION 11 - WAGES APPLICABLE TO CLASSIFICATIONS

Wage rates shall be recognized as applying to classifications rather than to workers and any worker performing work shall be paid at the rate which the classification of his work calls for, except when it is necessary to temporarily transfer workers from one classification to another in which event such worker shall be paid on the basis of the highest rate and the duration of payment at the highest rate shall be reckoned by the day and the half day.

When workers are requested for one classification and this work is no longer available at the rate and type of work they were requested for, then the workers have the right to accept or reject the employment offered. If he so desires, he shall be given a written notice of reduction in force, stating that the classification that he was original-

ly hired for is no longer available; or he may have the choice of a lesser rate of pay.

SECTION 11A - PAYMENT OF WAGES

Each employee shall be paid wages in full each week before or at quitting time on the contractor's regular pay day, which shall be Monday through Thursday, unless specific arrangements to the contrary are made in writing with the appropriate Local Union. Employees who are terminated shall be paid in full at the time of termination on the job site. In the event the employee is not paid in full after being terminated, he shall be paid eight (8) hours for each scheduled workday for all waiting time at his appropriate wage rate, except that in the event any employee is terminated on swing or graveyard shift and is required to return on the immediately following scheduled day shift to obtain his check, he shall receive four (4) hours waiting time. In the event the employee quits, he shall be paid in full within seventy-two (72) hours or on the regularly scheduled pay day, whichever comes first. In the event he is not paid within seventy-two (72) hours, he shall be paid eight (8) hours per scheduled workday for all waiting time, at his appropriate wage rate. In the event the contractor fails to comply with this clause, the matter shall be settled in accordance with the provisions of Section 22 of this Agreement.

Each employee shall be given a statement with the

employer's name and address itemizing the employee's gross amount earned, hours worked, social security tax, withholding tax and all other deductions, also a statement of hours applicable to Health & Welfare, Pension/Annuity, Vacation-Holiday-Dues Supplement, Training and Retraining Plans.

SECTION 12 - CONTRACTING - PIECE WORK

No work shall be let or paid for by piece work contract, or lump sum, direct with employees covered by this Agreement.

SECTION 14 - NO CESSATION OF WORK

It is mutually agreed and understood that during the period when this Agreement is in force and effect, the Union or any Local Union will not authorize any strike, slowdown, or stoppage of work in any dispute, complaint, or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints, or grievances as arise out of the failure or refusal of any individual employer to comply with the provisions of the hiring clause, Section 7A or B, or as permitted under Section 26B hereof or whenever an individual employer pays improperly with checks which do not clear for collection. As to any individual employer who shall fail or refuse to comply with the provisions of those sections, so long as such failure or refusal continues, it shall not

be a violation of this Agreement if the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for such individual employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any individual employer should be withdrawn by reason of any dispute, complaint, or grievance arising out of the violation of any similar hiring clause in any agreement between Employer and any other Union, then the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for such individual employer, and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

SECTION 15 - ELIMINATION OF RESTRICTIONS

A. No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor-saving devices.

The Union and Employer recognize that Drug/Alcohol abuse by employees shall not be tolerated for safety reasons.

The Union agrees to cooperate with Employer and Individual Employer in establishing drug and alcohol abuse policies to the extent legally possible.

Management Rights Regarding Substance Abuse: Notwithstanding any other provisions of this agreement, the Employer expressly reserves the right, in its discretion, to undertake the following measures:

(a) In the sole discretion of the employer, requiring covered employees to submit to physical examination by competent medical personnel to determine whether there is a probability that the employee is suffering from any physical impairment which might cause the employee to be a safety hazard to himself or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this agreement in a prompt and competent manner. Such tests may include, in the discretion of the employer, such tests of the employee's bodily fluids as the employer may reasonably believe will elicit evidence of the employee's use of substances which are reasonably likely to alter or impair the employee's ability to perform his duties in a prompt, competent and safe manner.

(b) Implementation of rules regarding the discipline

and/or discharge of any employees that the employer determines, as a result of the tests described in subparagraph (a), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.

(c) An Individual Employer may initiate unannounced random testing, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all Employees shall be subjected to such testing. The Employer may establish two random testing pools, one for DOT regulated Employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to Employees that Employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and Employees prior to implementing a random drug testing program.

(d) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of those employees who request employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

Disputes arising from the implementation of the provisions of this paragraph shall be subject to the grievance procedures set forth in Section 9 of this Agreement.

B. SAFETY

(1) The Union shall cooperate with the individual employer and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty and of any job as a whole.

(2) All State and/or Federal and/or Local Safety Laws, Standards, Rules and Regulations shall be applicable to all work covered by this Agreement. The individual employer is solely responsible for implementing and maintaining such Laws, Standards, Rules and Regulations. Neither the Union nor any Local Union is responsible for implementing or maintaining such Laws, Standards, Rules or Regulations.

(3) Adequate first-aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by each individual employer. Each individual employer shall arrange for adequate and prompt medical attention in case of injury. This may be accomplished by: (1) On-the-job facilities or proper equipment for prompt transportation of the injured person to a physician, or (2) A communication system for contacting a doctor and/or ambulance

or a combination of these that will avoid unnecessary delay in treatment. Each individual employer must post the name and address of its doctor and of the Workers' Compensation insurance carrier on the job site.

(4) Manhaul trucks regularly used for personnel transport but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Some convenient means of mounting and dismounting the truck shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the driver shall be installed.

(5) No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rules or regulation of the United States or State of California or any political subdivision. Such determination shall be made by a responsible agent of the State of California or OSHA or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.

(6) In the event the individual employer requests a variance from OSHA or a Tunnel Safety Order, other than Electrical and/or Diesel, such requests will be mailed to the Union fifteen (15) days before such written request is mailed to the Division of Industrial Safety.

(7) No man working under this Agreement shall be required to return to the heading or blasting area in less

than ten (10) minutes after firing a full round. (A longer waiting period may be required to allow time for clearing of the air by the ventilation system in accordance with the California or OSHA State Tunnel Safety Orders.) Whenever necessary, a secondary fresh air ventilation system consisting of Scavenger Fans, Venturi Airmovers, or similar equipment shall be installed to insure adequate ventilation at the heading.

(8) Notwithstanding, the language in this Section, it is understood and agreed that this Section shall not change the Safety Orders as contained in the Compressed Air Agreement attached hereto.

(9) Employees who as a direct result of an on-the-job industrial injury are unable to complete a full day's work shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury requires the attention of a licensed physician.

(10) The Local Union with area jurisdiction shall be notified within one day (twenty-four hours) of any industrial injury which results in death or requires hospitalization.

SECTION 16 - CHANGE HOUSE

The individual employer shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include showers, toilet facil-

ities, lockers and heating and drying facilities in accordance with the amount of men in each crew. Each change house shall be so constructed to provide that all clothing will dry between shifts.

This shall not apply to short dry tunnels, such as under highways or railroad embankments. The individual employer will reimburse employees for clothing, personal effects or tools lost by fire in an amount up to \$150.00 in the event of the destruction of the change house by fire.

An employee on the day shift shall be designated as a change house attendant whose primary duties shall be to maintain sanitary conditions and see that adequate heat and ventilation is provided to properly dry clothes between shifts. The employer may, if time permits, assign this employee to other duties outside the tunnel requiring comparable skills and ability, providing such work is in the vicinity of the change house.

If any additional cleaning is required, an employee on either the second or third shift shall be detailed to clean the change house.

SECTION 17 - PROTECTIVE CLOTHING

The individual employer shall furnish the necessary goggles, hard hats, shock proof gloves and other protective clothing. Workers who work in rain, snow and sleet, or under wet conditions shall be furnished with water proof

clothing. Workers working in gunite or handling concrete and/or cement shall be furnished rubber boots and gloves. Workers working in mud or water shall be furnished boots. Such equipment shall be furnished free of charge and returned by the employee in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before re-issue.

SECTION 18(1) - HOURS, OVERTIME RATES, AND WORKING CONDITIONS

A. Eight (8) hours of actual work between 8:00 a.m. and 5:00 p.m., excluding meal hour, shall constitute a regular day's work at straight time rates, except on shift work as hereinafter provided.

If all crafts on the project are employed on the basis of four (4) ten-hour days, the laborers shall work on the same basis. It is understood that in this event those portions of this Agreement that pertain to work day, work week, lunch periods, overtime, etc. will be modified to adjust to the four (4) ten-hour day week.

B. The regular work week shall be Monday, 8:00 a.m., through Friday, 5:00 p.m., at straight time.

C. Shift Work. When two (2) or more shifts are employed for five (5) or more consecutive days, seven and one-half (7-1/2) hours of actual work shall constitute a day's work for which eight (8) times the straight time

hourly rate shall be paid. This includes heading crews - concrete crews, bull gang and dump workers, retimbermen or any other crew doing work which comes within the jurisdiction of the Union.

When one heading is working on a shift basis then the other heading shall be considered as working under the provisions of seven and one-half (7-1/2) hours' work for eight (8) hours' pay.

When only a day shift is employed, workers will work eight (8) hours for eight (8) hours' pay.

Shifts must run for five (5) consecutive days or more before the job is to be considered as running on shift work basis. There shall be no split shifts. The hours of work shall be reckoned by the day and the half-day, regardless of the reason for the suspension or interruption of work.

All employees working in the tunnel, subway, shaft, raise, etc., and the primer housemen, dump men, and members of the Bull Gang working on the construction, repair and maintenance of the track to the dump, and all work outside the tunnel, subway, shaft, raise, etc., of loading and unloading steel, timber, rails, or other material to be used inside the tunnel, subway, shaft, raise, etc., or construction, repair or demolition of said tunnel, subway, shaft, raise, etc., shall come under the Tunnel Agreement and shall work under the tunnel shift conditions (either single or multiple), but nothing herein pro-

vided shall preclude the concurrent operation of a separate day shift under separate supervision on work performed outside the tunnel pursuant to the Laborers' Master Agreement.

The Employer will assign at least one (1) swamper/brakeman to each two (2) loaded, moving muck trains, who may be assigned to other duties when muck trains are not in operation.

Shifter: The contractor who employs workers in a tunnel shall employ a shifter, covered by this Agreement, who shall have supervision over all employees, excluding Bull Gang, pursuant to the Tunnel Master Agreement. When more than five (5) workers are employed in the above crews, these shifters shall not perform any work, except in an on-the-job emergency, provided, however, in the event a regular member of this crew is absent, the shifter may perform such regular employee's duties, providing in such case that prior to performing such duties, the Union has been requested to dispatch a replacement.

Where two (2) thru five (5) miners, chucktenders, or a combination of both, are employed at the heading, a shifter shall be employed and he may work with the tools of the trade.

Supervisory personnel excluded from this Agreement shall not perform any work in any classification covered by this Agreement.

Shifts shall run consecutively with not more than one hour break between shifts.

D. The starting time for shifts, whether on single shifts or on shift work, may be changed by mutual consent of Unions and Employers when it is considered desirable to start work earlier than the time or times previously established or established by this Agreement.

E. Day shift to start at either 7:00 or 8:00 a.m.; swing shift to start at either 3:00 or 4:00 p.m.; graveyard shift to start at either 11:00 p.m. or 12:00 midnight.

The Friday graveyard shift, though coming off work Saturday morning is to be considered working Friday. The work performed after 8:00 a.m. Saturday morning shall be deemed Saturday work.

The Saturday graveyard shift, though coming off work Sunday morning is to be considered working Saturday. Work performed after 8:00 a.m. Sunday morning shall be deemed Sunday work.

The Sunday graveyard shift, though coming off work Monday morning is to be considered working Sunday, with the exception that a graveyard shift employee who has worked seven and one-half (7-1/2) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after such starting time shall continue to receive the double time wage rate.

F. Maintenance Work. Workers employed on Saturday to perform maintenance or repair work (that is, work other than actual construction) shall be paid at time and one-half the regular straight time rate. Workers employed on Sundays or Holidays on maintenance or repair work shall be paid at double the regular straight time rate.

G. Overtime Rates.

(1) In the counties of San Francisco, Contra Costa and Alameda, the overtime rates shall be as follows on production work:

(a) The first four hours after a single shift ends, Monday through Friday, shall be paid at a time and one-half the regular straight time hourly rate. Double the regular straight time hourly rate shall be paid for all time worked before a single shift begins and in excess of the first four (4) hours above described after a single shift ends.

(b) On two or three shift operations, the first two (2) hours in excess of the seven and one-half (7-1/2) hour shift, above mentioned, shall be at time and one-half the regular straight time hourly rate. All additional overtime work shall be at double the regular straight time hourly rate.

(c) All work performed on Saturdays, Sundays and

Holidays shall be paid for at double the regular straight time hourly rate, except maintenance work as provided above. Workers working a complete shift of shift work on Saturdays, Sundays, and Holidays shall be paid eight (8) hours' pay at the appropriate overtime rate for seven and one-half (7-1/2) hours' work.

(2) In the remaining 43 counties covered by this Agreement, that is, all counties commonly known as the 46 counties of Northern California except San Francisco, Contra Costa and Alameda, the following overtime rate shall apply:

(a) All time worked before a shift begins, after a shift ends, or work performed on Saturday shall be paid for at time and one-half the regular straight time hourly rate.

(b) All overtime will be reckoned by the hour and half-hour for any increment of overtime and shall not be cumulative.

Example: 1 to 30 minutes = $\frac{1}{2}$ hour
31 to 60 minutes = 1 hour

H. Camps. When the individual employer sets up a camp or boarding house on a project, the charge made to an employee for board and room shall not exceed the subsistence rate paid incurred during a calendar week.

I. 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.

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.

(2) The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.

(3) If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or otherwise authorized Union Representative and the individual employer or his representative within three (3) days after submission to the individual employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.

(4) The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Association and an Impartial Arbitrator. At any point in the proceedings should the panel be unable to reach a majority vote, the Arbitrator shall participate and his decision shall be final and binding.

(5) In addition to any rules or procedures which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:

(a) No attorneys shall be utilized unless either party advises the other of its intent to do so within a reasonable time in advance of the hearing date.

(b) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator.

(c) In the case of a deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator, in which case the Arbitrator shall render a decision not later than thirty (30) days after submission. The arbitrator shall not render an expanded opinion in any case unless requested by the parties.

(d) The parties shall select and utilize one (1) permanent impartial Arbitrator who is willing to abide by the procedures set forth herein. The impartial Arbitrator(s) may be changed or replaced at the request of either party.

(6) The Board of Adjustment shall meet not less than once each calendar month with the exception of the discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) working days. Failure of either party to meet or to participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.

(7) Decisions of the Board of Adjustment or an impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto.

(8) In the event an individual employer fails to comply with any such decisions, the Union may withdraw employees or strike the individual employer and such action shall not be a violation of this Agreement so long as such non-compliance continues.

(9) The expenses of the Joint Adjustment Board and the impartial Arbitrator, including the cost of a court reporter, shall be borne by the Contract Administration Fund.

(10) No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.

(11) The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this section as set forth in the rules and procedures which may be amended from time to time by the parties.

(12) A decision of the Board of Adjustment by majority vote, or the decision of a permanent arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California.

(13) All hearings of the Board of Adjustment shall be

in the City and County of San Francisco, and/or County of Alameda, unless mutually agreed to move to another location.

(14) No proceedings hereunder based on any dispute, complaint, or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) days after the alleged violation was committed.

(15) In the case of discharge, the Board shall meet within fifteen (15) working days. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of the individual employer against any employee for activities in behalf of, or representation of the Union not interfering with the proper performance of his duties.

(16) If failure of a Board of Adjustment to meet on a discharge case within fifteen days (15 working days) is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) working days. If the employer or individual employer is unavailable to meet the wage payment and Trust Fund contribution, liability shall be continuing.

(17) The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 3 who has agreed under contract with 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. When liabilities are assessed against a subcontractor for hiring violations as a result of a Board of Adjustment held under the provisions of Paragraph 17 and said subcontractor fails to satisfy said obligations, the Union shall promptly give written notice to the Individual Employer and subcontractor and the Individual Employer shall pay such obligations from the retention of such contractor.

(18) The procedures specified herein shall be applicable to any individual employer whether or not he or it is a member of Employer or any other associations.

(19) In those instances where the individual employer is not a member of the Employer, the Joint Adjustment Board shall establish procedures whereby the Employer members of the Joint Adjustment Board may consist of one individual employer who is not a member of the Employer.

SECTION 22A - CONTRACT ADMINISTRATION FUND

A trust fund entitled "The Contract Administration Trust Fund" shall be created to provide for the costs of the Employer administering the provisions of this Section 22. The contribution into a contract administration trust fund shall not exceed six cents (\$.06) per hour for each hour paid for or worked. The trust fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contribution as described above shall commence with the work month following notice by the Laborers' Northern California Trust Fund Corporation to the individual employers. The Union shall have the right, not more than one time per year, to independently audit the Trust Fund.

SECTION 22B - INDUSTRY STABILIZATION FUND

The Individual Employer shall contribute eleven cents (\$.11) per hour for each hour paid for or worked by workers in work covered by this Agreement to the Industry Stabilization Fund. Of the \$.11 per hour, two cents (\$.02) per hour is earmarked for California Alliance for Jobs and one cent (\$.01) per hour is earmarked for the Construction Industry Force Account Council (CIFAC).

The purpose of such funds shall be to enhance the mon-

itoring of public work projects relative to Employer compliance with the State, Federal or other public agencies public works wage and hour laws.

Such contributions shall continue until written notice by the parties signatory hereto. Such trust fund shall be administered jointly by the signatory parties.

SECTION 23 – LIABILITY OF THE PARTIES

It is mutually understood and agreed that neither the Employer, any individual employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented, or condoned by the Employer, the individual employer, the Union, or the Local Unions, as the case may be.

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer, or the individual employer as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals act-

ing or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

SECTION 24 – GENERAL SAVINGS CLAUSE

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement, are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The clauses hereof relating to "Hiring", Section 7 hereof, and "No Cessation of Work", Section 14 hereof, are intended to be inseparable and mutually interdependent. Should either of such sections be held or determined to be illegal or void for any reason, then both of said clauses shall forthwith become of no further force or effect, and neither party shall by implication be bound thereby. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that

each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

SECTION 25 – WARRANTY

Each of the persons executing this Agreement on behalf of their respective Employers or Unions hereby warrants his authority to execute this Agreement and to bind the respective party on whose behalf he signs.

SECTION 26A – HEALTH AND WELFARE PLAN, PENSION/ANNUITY PLAN, VACATION HOLIDAY-DUES SUPPLEMENT PLAN, TRAINING & RETRAINING PLAN

In continuation of the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pension/Annuity Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, and the Laborers Training & Retraining Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, April 1, 1985, June 4, 1963 and November 19, 1968, December 31, 1975 respectively, as amended and modified, and the appropriate plans adopted thereunder) each individual employer shall pay

hourly contributions for each hour paid for and/or worked, including overtime pay, shift pay, show-up time pay and similar payments, in accordance with the schedule specified in this Section as follows:

	06/25/01	06/24/02	06/30/03	06/28/04	06/27/05
Health & Welfare	\$2.54	\$3.29	\$ *	\$ *	\$ *
Retiree Health					
Welfare	\$0.30	\$0.30	\$ *	\$ *	\$ *
Pension	\$2.16	\$2.16	\$ *	\$ *	\$ *
Annuity	\$0.51	\$0.71	\$ *	\$ *	\$ *
Vacation/Holiday/					
Dues Supplement	\$2.28	\$2.28	\$ *	\$ *	\$ *
** Training-Retraining/					
Apprenticeship	\$0.34	\$0.34	\$ *	\$ *	\$ *
Contract					
Administration	\$0.06	\$0.06	\$ *	\$ *	\$ *
*** Industry					
Stabilization Fund	\$0.11	\$0.11	\$ *	\$ *	\$ *
Laborers-Employers					
Cooperation	\$ *	\$ *	\$ *	\$ *	\$ *
and Education Trust (L.E.C.E.T.)					

* To be allocated

** Effective 06/24/02 four cents (\$0.04) per hour is earmarked for L.E.C.E.T.

*** Effective 06/24/02 two cents (\$0.02) is earmarked for California Alliance for Jobs and one cent (\$0.01) per hour for Construction Industry Force Account Council (CIFAC).

Each individual employer shall be subject to and entitled to the benefits of all of the provisions of the Trust Agreements specified herein establishing said funds and any amendment or modification or amendments or modifications. In order to provide for benefits to employees without disruption during periods of contract negotia-

tions and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he or it shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

The Union and the Employer agree that these plans are and have been defined contribution plans.

The Health & Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the provisions of the Laborers Pension Trust Fund for Northern California.

The parties agree that the Trustees of the Vacation-Holiday-Dues Supplement Trust Fund may allocate up to twenty-five percent (25%) of the applicable contributions for Holiday pay.

The Union and the Employer agree that the individual employers covered by the Master Agreement may continue the coverage of its supervisory personnel above the rank of foreman in the Laborers Health & Welfare Trust Fund for Northern California, the Laborers Pension/Annuity Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California and the Laborers Training

& Retraining Trust Fund for Northern California, by paying into all Trusts monthly on the basis of one hundred seventy (170) hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such employee in a month, provided, however, the individual employer having made one (1) payment on an employee shall continue to make such payment so long as the employee is in his employ. In the event the Laborers Health & Welfare Trust Fund falls below a six (6) month reserve, any package increase negotiated by the collective bargaining parties, shall be reviewed at least ninety (90) days prior to the effective date of such increase, and by mutual agreement such monies as are deemed necessary to provide sufficient reserve (not less than six (6) months), shall be allocated to the Health and Welfare Trust Fund. Such monies as are determined appropriate for this allocation shall have as their intent to build a six (6) month reserve.

Any Individual Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and in addition pay liquidated damages. All delinquent contributions shall bear simple interest at the rate of one and one-half percent (1.5%) per month until receipt of payment. Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred and fifty dollars (\$150.00) per month to reflect

the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions. The cost of any audit shall be borne by the Individual Employer if the delinquency disclosed by the audit is in excess of one thousand dollars (\$1,000.00) and is not the result of a clerical error. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

SECTION 26B – DELINQUENCY WITHDRAWALS

In the event that the Board of Trustees of a fund into which the individual employers are required to pay, determine that an individual employer is delinquent in the making of any payments required by Section 26A hereof, it shall not be a violation of this Agreement, so long as such delinquency continues, if the Union takes economic action against such individual employer and such economic action shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any individual employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other union,

then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such individual employer and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

SECTION 26C – SECURITY FOR INDIVIDUAL EMPLOYER PAYMENTS INTO TRUST FUNDS

Each individual employer delinquent by one (1) or more months in making the payments set forth in Section 26A above, shall be notified by mail by the Administrator of the Trust or Trusts applicable of such delinquency. Copies of such notices shall be sent to the Employer and to the Union.

Each such delinquent individual employer shall within five (5) days of the receipt of such notice (certified mail) give a satisfactory bond in a sum equal to two (2) times the amount of the delinquency. Such amounts are to be determined by the Administrator of the Trust or Trusts applicable. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.

All such bonds shall be deposited with the Administrator and shall be in a form acceptable by the Administration of the various trusts.

If the bond must be used to make any payments under Section 26A, the money shall be pro-rated among the amounts owed by such individual employer, with first priority to the Vacation-Holiday-Dues Supplement Trust Fund, and the balance dispersed equally to the Health & Welfare, Pension/Annuity and Training & Retraining Trusts.

Whenever an individual employer fails to deposit a satisfactory bond within the time provided by this Section, if the notice herein provided for has been given, the Local Union shall not be required to dispatch employees, and further economic action by the Union to obtain compliance of this Section will not be a violation of Section 14 of this Agreement.

Any employees so withdrawn or refusing to perform any work as herein provided, shall not lose their status as employees, but no such employee, shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

Whenever any employer covered by this Agreement is delinquent with respect to the payment of any contributions or other sums of money due to any trust fund spec-

ified in this Agreement, the Union may withdraw workers and place appropriate pickets at the premises of the employer or places where said employer is performing work.

SECTION 26D – SUPPLEMENTAL DUES

Effective for all work performed on and after June 24, 2002, it is agreed that upon authorization as required by law, the amount of sixty-three cents (\$.63) per hour for each hour paid for or worked shall be transmitted from the vacation-holiday benefit of each workman and shall be remitted directly to the Union. This amount of sixty-three cents (\$.63) shall not be deemed to be part of the vacation-holiday benefit but is an amount specifically agreed to as a supplemental dues benefit. The amount of the supplemental dues transmittal shall be specified on a statement sent to the workman. Such remittance shall be made to the Union not less than twice per year.

SECTION 27 – PRE-JOB CONFERENCE

There shall be a pre-job conference prior to the start of a job or project, at the option of either party, where the agreed or estimated price to be paid the individual employer and any of his or its subcontractors if \$1,000,000.00 or more or where construction conditions or remoteness of the project warrant it.

The individual employer shall notify, in writing, the appropriate Local Union of the Union of an award of work within ten (10) days thereof so that a pre-job conference can be arranged.

SECTION 28A – EMPLOYER'S MEMBERSHIP

This Agreement is made for and on behalf of and shall be binding upon all persons, firms, and corporations that at the time of the execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

Once an individual employer is bound by the Agreement, he shall remain bound by the Agreement for the term thereof and shall remain bound by any modifications, extensions or renewals thereto unless that individual employer gives appropriate written notice to the Northern California District Council of Laborers prior to the termination of the Agreement.

SECTION 28B - AGREEMENT BINDING UPON PARTIES

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, and assigns of the parties hereto.

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 24, 2002, 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 2002-2006 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 24th day of June, 2002, and shall remain in effect for a period of four (4) 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, 2006, 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, 2006 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 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 _____ day of _____, 2002.

FOR THE EMPLOYER:

THE ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By: Thomas T. Holsman
Executive Vice President & CEO

FOR THE UNION:

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

By: Doyle S. Radford
President

By: Bill Smith
Vice President

By: James M. Homer
Secretary/Treasurer

By: José A. Moreno
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

Classifications

Shifter, whether working or not, shall receive one dollar (\$1.00) per hour above the highest paid classification

covered by this Agreement, over which he has supervision. When shifter is designated by the employer as the State Licensed Blaster, he shall receive fifty cents (\$.50) above his rate of pay.

	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
Diamond Driller	\$ 27.00	\$ 27.00	\$ *	\$ *	\$ *
Groundmen	\$ 27.00	\$ 27.00	\$ *	\$ *	\$ *
Gunite or Shotcrete					
Nozzlemen	\$ 27.00	\$ 27.00	\$ *	\$ *	\$ *
Rodmen	\$ 26.77	\$ 26.77	\$ *	\$ *	\$ *
Shaft Work & Raise (below actual or excavated ground level)	\$ 26.77	\$ 26.77	\$ *	\$ *	\$ *
Bull Gang - Foreman	\$ 26.77	\$ 26.77	\$ *	\$ *	\$ *
Bit Grinder	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
**Blasters, Drillers, Powdermen, Heading	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Cherry Pickmen - where car is lifted	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Concrete Finisher in Tunnel	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Concrete Screed Man	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Grout Pumpman & Potman	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Gunite & Shotcrete Gunman & Potman	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Headermen	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
High Pressure Nozzelman	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Miners-Tunnel, including top & bottom man on					

shaft & raise work	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
	6/25/01	6/24/02	6/30/03	6/28/04	6/27/05
Nipper	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Nozzelman on slick line	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Sandblaster-Potman (Work assignment interchangeable)	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Steel Form Raisers and Setters	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Timberman, Retimberman (wood or steel or substitute materials therefore)	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Tugger (for work covered by this Agreement)	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Cabletender	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Chucktender	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Powderman- PrimerHouse	\$ 26.52	\$ 26.52	\$ *	\$ *	\$ *
Vibratormen, Pavement Breakers	\$ 26.07	\$ 26.07	\$ *	\$ *	\$ *
Bull Gang- Muckers, Trackmen	\$ 26.07	\$ 26.07	\$ *	\$ *	\$ *
Concrete Crew – includes rodding & spreading	\$ 26.07	\$ 26.07	\$ *	\$ *	\$ *
Dumpmen (any method)	\$ 26.07	\$ 26.07	\$ *	\$ *	\$ *
Grout Crew	\$ 25.53	\$ 25.53	\$ *	\$ *	\$ *
Reboundmen	\$ 25.53	\$ 25.53	\$ *	\$ *	\$ *
Swamper/ Breakman***	\$ 26.53	\$ 26.53	\$ *	\$ *	\$ *
Watchman	\$ 25.53	\$ 25.53	\$ *	\$ *	\$ *

* There shall be an additional ninety-five cents (\$.95) per hour increase effective on 6/24/02; an additional

ninety-five cents (\$.95) per hour increase effective on 6/30/03; an additional ninety cents (\$.90) per hour increase effective 6/28/04; and an additional ninety cents (\$.90) per hour increase effective 6/27/05. These increases may be allocated all or in part to wages and/or fringe benefits on the dates as indicated.

** When designated by the Employer, State Licensed Blasters shall receive fifty cents (\$.50) per hour above the miner's rate.

*** At the option of the Employer, the Swamper/Brakeman will perform Miner's work and be compensated at the appropriate rate of pay.

SUPPLEMENT NO. 1

TUNNEL MASTER AGREEMENT RELATING TO COMPRESSED AIR OPERATIONS

This supplement to Tunnel Master Agreement relating to Compressed Air Operations is made and entered into this 24th day of June, 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, modifying the supplement to Tunnel Master Agreement relating to compressed air operations entered into January 18, 1965 to June 15, 1966, August 4, 1966 to June 15, 1968, June 16, 1968 to June 15,

1971, June 16, 1971 to June 15, 1974, June 16, 1974 to June 15, 1977, June 16, 1977 to June 15, 1980, June 16, 1980 to June 15, 1983, June 16, 1983 to June 15, 1986, June 16, 1986 to June 15, 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.

Section 1 - Hours of Work

Hours of work shall be in accordance with the following schedule:

Air Pressure	Hours of Work
1 lb. thru 14 lbs. compressed air	6 hrs. work
Over 14 lbs. thru 18 lbs. compressed air	6 hrs. work
Over 18 lbs. thru 22 lbs. compressed air	4 hrs. work
Over 22 lbs. thru 26 lbs. compressed air	4 hrs. work
Over 26 lbs. thru 32 lbs. compressed air	4 hrs. work
Over 32 lbs. thru 38 lbs. compressed air	3 hrs. work
Over 38 lbs. thru 44 lbs. compressed air	2 hrs. work
Over 44 lbs. thru 50 lbs. compressed air	1 hr. work

Outside lock tenders and gauge tenders and closed circuit television watcher of Headings shall work a six (6) hour shift.

Section 2 - Classifications & Wage Rates

The wage rates shall be as follows:

	O.D.	06/24/02	06/30/03	06/28/04	06/27/05
1 lb. through 14 lbs.	6	\$ 221.77	\$ *	\$ *	\$ *
Over 14 lbs. through 28 lbs.	6	\$ 224.88	\$ *	\$ *	\$ *
Over 18 lbs. through 22 lbs.	6	\$ 224.82	\$ *	\$ *	\$ *
Over 22 lbs. through 26 lbs.	6	\$ 229.71	\$ *	\$ *	\$ *
Over 26 lbs. through 32 lbs.	6	\$ 232.47	\$ *	\$ *	\$ *
Over 32 lbs. through 38 lbs.	6	\$ 235.57	\$ *	\$ *	\$ *
Over 38 lbs. through 44 lbs.	6	\$ 237.07	\$ *	\$ *	\$ *
Over 44 lbs. through 50 lbs.	6	\$ 237.07	\$ *	\$ *	\$ *
Outside lock tenders and gauge tenders per (6) hour shift		\$ 214.33	\$ *	\$ *	\$*
Closed circuit television watcher of heading on Saturday and Sunday per six (6) hour shift		\$ 211.89	\$ *	\$ *	\$*

Whenever three (3) men or more are in the working chamber, there will be a Lock Tender in attendance at all times.

The same rate of pay shall prevail for all classifications of workmen working under compressed air.

The rates above quoted shall be paid in full even though less than the maximum numbers of hours specified are required to be worked on any particular occasion. If a workman leaves the working chamber, without just cause, before the conclusion of the specified shift, he shall be paid only for the actual hours worked.

All on-the-job travel, compression time and decompression time shall be exclusive of time worked as set forth in wage schedule but compensation for this time is included in the pay set forth for the work shift. Foremen shall receive six dollars (\$6.00) per shift over workmen.

The highest pressure registered on the gauge for an accumulative time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Section 3 - Location Where Workmen Relieved

Workmen shall be relieved at the heading or working points as designated by the individual employer.

Section 4 - Fringe Benefits

All fringe benefits included in the Tunnel Master Agreement shall prevail and shall be computed on the basis of a minimum of eight (8) hours per work period plus the applicable overtime.

Section 5 - Safety Orders

The parties agree to adopt such safety orders as provided for by OSHA or the State of California with respect to compressed air work, and further agree that should the

Compressed Air Standards, State of Washington, Department of Labor and Industries, Division of Safety, Chapter 20, Part 2, be revised and/or amended, they will make every effort to have such revisions and/or amendments adopted by OSHA or the State of California, Division of Industrial Relations.

Should the State of California, Division of Safety, fail to issue a variance mutually agreeable to both parties, this Agreement shall be opened for negotiations of all issues immediately.

WORKING CONDITIONS

A. Watch crews when required in the working chamber shall be no less than two (2) men who shall be members of the Laborers Union. Watch crews will not be required on shifts during which two (2) or more men are performing other duties in the working chamber. Watch crews will be paid at time and one-half the straight time rate.

B. All production bonus payments are prohibited.

C. A sufficient supply of free hot coffee, cream and sugar, paper cups and spoons shall be supplied to the men working and be available in the Change House and shall also be supplied on jobs whose normal working shift decompression time is greater than seventy (70) minutes in the decompression chamber.

D. On shifts with greater work periods than four (4) hours, each man will be allowed a fifteen (15) minute lunch period during the middle hour of the work period. The lunch period can be staggered so as to keep the work going at all times. If a man is not afforded the opportunity to have an uninterrupted lunch period, he shall receive the remaining one-half shift at double time rate.

E. Competent and qualified men shall operate man locks.

F. When it has been determined by the medical facility that an employee cannot return to work because of complications resulting from environmental conditions, he shall be allowed as many shifts off without penalty as required to allow the complications to heal. The employee shall not be paid for the lost shifts other than established under the compensation laws of the State of California.

G. The maximum period to be worked in any twenty-four (24) hour period in compressed air shall not exceed the hours shown in Section 1 - Hours of Work, except in an emergency.

H. Overtime. Overtime shall include work performed at the heading in excess of the "Hours of Work" shown in Section 1, and all work performed on Saturdays, Sundays and Holidays.

I. Compressed Air Overtime Rates.

(1) The overtime rates shall be as follows on production work:

(a) On all compressed air operations, whether single or multiple shift, all time worked in excess of the specified hours of work shall be paid for at double the regular straight time hourly rate. The straight time hourly rate shall be determined by dividing the shift wage rate by the overtime divisor, six (6).

(b) Full shift work on Saturdays, Sundays and Holidays shall be paid for at double the specified shift wage rate. Work in excess of the specified hours of work performed on Saturdays, Sundays and Holidays shall be paid for at double the straight time hourly rate using the overtime divisor as determined in paragraph (1) sub-paragraph (a) above.

(2) Workmen employed on Saturday to perform maintenance or repair work under compressed air (that is, work other than actual construction) shall be paid one and one-half the specified shift wage rate. Workmen employed on Sundays and Holidays to perform maintenance or repair work under compressed air shall be paid double the specified shift wage rate.

PHYSICAL EXAMINATION FOR COMPRESSED AIR WORK IN THE 46 NORTHERN CALIFORNIA COUNTIES

That in accordance with OSHA or the State of California, Department of Industrial Relations, Compressed Air Safety Orders (Governing Work in Compressed Air), Article II, Section 1280(a)(1) requiring that "No employee shall be permitted to enter a compressed air environment until he has been examined by the physician and reported by him to be qualified, physically, to engage in such work"; it is hereby mutually agreed, by and between the Northern California District Council of Laborers and its affiliated Local Unions, and the Associated General Contractors of California, Inc., that pursuant to the Supplement to Tunnel Master Agreement relating to Compressed Air Operation covering such work as is being performed in the 46 Northern California Counties, all laborers employed by members of the Associated General Contractors of California, Inc., on projects in the 46 Northern California Counties, who are to be working in compressed air, shall be required to take a compressed air qualifying medical examination. The expense of the examination shall not be the obligation of the employee, and for the time involved to take said examination the employee shall be paid at his regular straight time wage rate if he is already employed on the contract for which he is being examined.

All laborers applying for work in compressed air shall be required to take an initial pre-employment qualifying medical examination, the expense of the examination shall not be the obligation of the employee.

For all jobs in the East Bay Region which require the above examination each applicant will be paid \$5.00 if he is required to be examined in the West Bay Region.

EFFECTIVE & TERMINATION DATE

The Supplement to Tunnel Master Agreement relating to compressed air operations shall be in effect the 24th day of June, 2002, and shall remain in effect until June 30, 2006 in accordance with Section 33 of the Laborers' Tunnel Master Agreement.

Dated: This _____ day of _____, 2002.

FOR THE EMPLOYER:

THE ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By: Thomas T. Holsman
Executive Vice President & CEO

FOR THE UNION:

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

By: Doyle S. Radford
President

By: Bill Smith
Vice President

By: James M. Homer
Secretary/Treasurer

By: José A. Moreno
Business Manager

SUPPLEMENT NO. 2

SUBSISTENCE

It is hereby agreed that effective June 24, 2002, 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 baseline 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 24, 2002 through June 30, 2006 - \$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 res-

idential 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.

SCHEDULE "A"
DISTRICT COUNCIL OF LABORERS HIRING HALL LOCATIONS

Local	City	Street Address	Phone Number	Dispatch Hours
*67	Oakland	8400 Enterprise Way, #119	510/569-4761	7:00-9:00 a.m.
*67	Sacramento	2717 Cottage Way, #12	916/482-2607	7:00-9:00 a.m.
73	Stockton	2841 E. Myrtle St.	209/466-3356	7:00-9:00 a.m.
139	Santa Rosa	81 Barham Avenue	707/542-1107	7:00-9:00 a.m.
139	Ukiah	752 S. State St.	707/462-4140	7:00-9:00 a.m.
139	Eureka	9th & E Streets	707/443-8588	7:00-9:00 a.m.
185	Sacramento	1816 Tribute Rd., #102	916/648-9300	7:00-9:00 a.m.
185	Redding	2865 Churn Creek Rd., Suite D	530/221-0961	7:00-9:00 a.m.
185	Yuba City	1650 Sierra Ave., #206	530/674-4707	7:00-9:00 a.m.
261	San Francisco	3271 - 18th St.	415/826-4550	7:00-9:00 a.m.
270	San Jose	509 Emory St.	408/297-2620	7:00-9:00 a.m.
270	Santa Cruz	640 Eaton St.	831/475-7058	7:00-9:00 a.m.
291	San Rafael	4174 Redwood Hwy.	415/492-0936	7:00-9:00 a.m.
291	Napa	(Phone dispatch only)	707/226-7971	7:00-9:00 a.m.
294	Fresno	5431 E. Hedges Ave.	559/255-3019	7:00-9:00 a.m.
294	Visalia	319 N. Church St.	559/734-9426	7:00-9:00 a.m.
297	Salinas	117 Pajaro St.	831/422-7077	7:00-9:00 a.m.
297	Monterey	254 Casa Verde Way	831/648-1081	7:00-9:00 a.m.
304	Hayward	29475 Mission Blvd.	510/581-4681	7:00-9:00 a.m.
304	Oakland	425 Roland Way	510/562-2661	7:00-9:00 a.m.
304	Livermore	2063 Research Drive	510/455-8292	7:00-9:00 a.m.
324	Martinez	611 Berrellesa St.	925/228-0930	7:00-9:00 a.m.
324	Pittsburg	1085 Cumberland St.	925/439-1021	7:00-9:00 a.m.
324	Richmond	101 So. 12th St.	510/234-1069	7:00-9:00 a.m.

326	Vallejo	2920 Sonoma Blvd., Suite B	707/643-7214	7:00-9:00 a.m.
389	San Mateo	300 - 7th Avenue	650/344-7168	7:00-9:00 a.m.
1130	Modesto	2549 Yosemite Blvd., Ste. K	209/521-9883	7:00-9:00 a.m.

*Asbestos

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Monday through Friday