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PROJECT LABOR AGREEMENT

for

BOLLMAN WATER TREATMENT PLANT
SAFETY & WATER QUALITY PROJECT

PREAMBLE

This Agreement is made and entered into the ______ day of _______, 1995, by and between Sverdrup Civil, Inc. as Labor Relations Coordinator, (hereinafter referred to as "Coordinator"), together with other contractors and/or subcontractors who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), (hereinafter referred to as "Contractor(s)"), and the Local Unions signatory hereto and those affiliated with the Building & Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations and the Contra Costa County Building & Construction Trades Council, all in their behalf and in behalf of the various Local Unions involved, (hereinafter referred to as "Union(s)"). The parties further agree that the provisions of this Agreement shall apply to the Bollman Water Treatment Plant Safety & Water Quality Project, (hereinafter referred to as "Project").

Recitals

WHEREAS, the Contractors will be engaged in construction of the Project; and

WHEREAS, a skilled labor pool represented by Building Trades Unions will be required to complete the work involved; and

WHEREAS, the Building Trades Unions agree to cooperate in every way possible with employees of the Contractors; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and the improvement of safety and water quality of the Bollman Water Treatment Plant are primary goals; and

WHEREAS, the parties recognize that the water treatment process at the Bollman Water Treatment Plant will be ongoing during construction of this Project and that any unscheduled interruption of such process would create health and safety emergencies and cannot be tolerated; and
WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and further to contribute significantly to safe, efficient and shorter construction schedules, thereby further reducing costs and resulting in timely completion; and

WHEREAS, the parties desire to mutually establish and stabilize wages, hours and working conditions for the employees employed on the Project by the Contractors, and further to encourage close cooperation between the parties to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement;

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE 1

PURPOSE

1.1 The purpose of this Agreement is to promote efficiency of construction operations on the Project and provide for peaceful, efficient and binding settlement of labor disputes. In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction, to ensure uninterrupted plant operation, and to secure optimum productivity, on-schedule performance and Contra Costa Water District (Owner) satisfaction.

1.2 It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.

1.3 It is expressly agreed by the parties to this Agreement that the utilization of resources available in the area, including minority and women-owned enterprises, is in the public interest.
ARTICLE 2

SCOPE OF AGREEMENT

2.1 This Agreement shall apply only to that new construction work awarded by the Owner and performed by the signatory Contractors during the term of this Agreement. The Scope of the Agreement includes all new construction on the Bollman Water Treatment Plant Safety and Water Quality Project awarded by the Owner and/or Construction Manager under Project Number 194090, and any related change order(s).

2.2 This Agreement shall apply only to construction/craft employees represented by the Unions signatory hereto, and shall not apply to Contractors' supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, supervisors, timekeepers, messengers, guards, inspectors, or any other employees above the classification of general foreman.

2.3 The terms of this Agreement shall not apply to work of the Contractor(s) that is being performed under the terms of the Stack and Cooling Tower Agreements, the Elevator Constructors National Agreement, the National Tank Manufacturers Agreement (NTL), and the National Industrial Agreement for Instrument Technicians.

2.4 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. Fabrication provisions of the appropriate national or local agreements shall be applicable.

2.5 After installation is completed by the Contractor(s) and upon acceptance, it is understood the Owner reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with persons of the Owner's choice. If required, the service representative may make a final check to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

2.6 It is further recognized that the signatory Coordinator and Contractor(s) are acting only on behalf of said Coordinator and Contractor(s), and
said Coordinator and Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the Owner.

2.7 It is expressly agreed and understood by the parties hereto that the Owner shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on the Project not contracted to the signatory Contractor(s).

2.8 The working conditions and hours of employment herein provided have been negotiated by the Unions exclusively with the representatives of the Contractor(s).

2.9 It is expressly agreed and understood by the parties hereto that the Owner shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment.

2.10 This Agreement shall not apply to any work performed on or near, or leading to or into the Project site by state, county, city or other governmental bodies, or their contractor(s); or by utilities or their contractor(s); and/or by the Owner, its employees, or its contractor(s) for work which is not part of the Project including, but not limited to, plant maintenance and operations.

ARTICLE 3

SUBCONTRACTS

3.1 Each Contractor(s) agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement. Any Contractor(s) or subcontractor working on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting.

3.2 A subcontractor is defined as any person, firm or corporation who agrees under contract with the
Contractor(s), or a subcontractor of the Contractor, to perform on the Project, any part or portion of the construction work covered by the prime contract, including the operating of construction equipment, performance of labor and/or installation of materials.

3.3 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.

3.4 A Contractor(s) 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 to Health & Welfare, Pension, Vacation/Holiday Dues Supplement and Training & Retraining Funds, except as follows:

3.4.1 The Contractor(s) will give written notice to the Union(s) 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.

3.4.2 If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Trust Fund shall immediately give written notice thereof to the Contractor(s) and to the subcontractor specifying the nature and amount of such delinquency.

3.4.3 If such notice is given, the Contractor(s) 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 Trust Fund.

3.4.4 In the event the Contractor(s) fails to give written notice of a subcontract as required herein, such Contractor(s) shall be liable for all delinquencies of the subcontractor on this project only without limitation.
3.4.5 The Contractor(s) 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.

3.4.6 The provisions of this Section 3.4 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.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of a signatory Contractor(s) unless signed by such parent, affiliate, subsidiary, or other division of such company.

4.2 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the signatory Union(s) and the Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s) party to this Agreement.

4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the signatory Contractors and the other Unions party to this Agreement.
ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 During the life of this Agreement, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage or handbilling of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.

5.1.1 Withholding employees for failure of a Contractor(s) to tender trust fund contributions as required in accordance with Article 16 is not a violation of this Article 5.

5.2 Upon written facsimile or telegraphic notice of a violation to the Local and International Union(s) office, the Union(s) and its officers shall take immediate action and will use its (their) best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement in any way the Contractor(s) chooses, until the Union(s) effects the return to work of such employees. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 5.

5.3 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of
its rights as set forth in any provision of this Agreement, nor does "lockout" include the Owner's or Contractors' decision to terminate or suspend work on the site or any portion thereof for any reason.

5.4 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 11, if invoked.

5.5 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

5.5.1 The party invoking this procedure shall immediately notify John Kagel, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the Arbitrator shall appoint an alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegram or similar means to the party alleged to be in violation and the involved Union General President.

5.5.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.

5.5.3 The Arbitrator shall notify the parties by facsimile, telegram or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay
compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

5.5.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, telegraphic or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 5.5.4 of the Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last know address or by registered mail.

5.5.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.

5.5.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne by the losing party.

5.5.8 The procedures contained in Section 5.4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 11.
ARTICLE 6
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

6.1 All Contractors and subcontractors shall stipulate to and have the responsibility for making work assignments in accordance with the rules, regulations and procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry approved by the Building & Construction Trades Council AFL-CIO, June 14, 1984, or any successor plan.

6.2 There will be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.

6.3 Where a jurisdictional dispute exists and cannot be resolved by the Local Unions involved, it shall be referred for resolution to the International Unions. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Contractor(s). The assignments made by the Contractor(s) shall be followed until such time as the dispute is resolved in accordance with this Section.

6.3.1 In the event that the respective International Unions of the disputing Locals and the Contractor(s) are unable to resolve the dispute within fifteen (15) days from the date of referral, the dispute may be referred by any of the Interested Parties to the arbitration system of the Plan for the Settlement of Jurisdictional Disputes referred to in Section 6.1 of this Article.

6.4 There shall be no work stoppage, work interruption, strike, sympathy strikes, picketing, hand-billing or public notices of any kind while any jurisdictional dispute is being resolved. Pending resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor(s). The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s), to replace the employees represented by the Union(s) in violation of this Agreement in any way the Contractor(s) chooses, until the Union(s) effects the return to work of such employees.
ARTICLE 7

COORDINATOR

7.1 Sverdrup Civil, Inc., as the Coordinator, is responsible for the administration and application of this Agreement.

7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the monthly joint Labor/Management meeting referred to in Article 8 below. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 8

JOINT LABOR/MANAGEMENT MEETINGS

8.1 A joint Labor/Management meeting will be held on a monthly basis between the Coordinator, the Contractors and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the Craftsperson and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project.

8.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union(s), Contractor(s) or the Coordinator.
8.3 The Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

ARTICLE 9

MANAGEMENT RIGHTS

9.1 The Contractors retain full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:

A. Plan, direct and control the operation of all the work.

B. Decide the number and types of employees required to perform the work safely and efficiently.

C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.

D. Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provision of this Agreement. These Project Rules and Regulations shall be supplied to all employees and/or posted on the jobsite.

E. Discharge, suspend or discipline employees for just cause.

F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work, including overtime work, assigned. Such cases shall be subject to the grievance procedure.
G. No local rules, customs or practices, other than those specifically enumerated in this Agreement, are applicable.

H. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 21).

I. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

ARTICLE 10

WORK RULES

10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen the Contractor(s) will give first consideration to the qualified individuals available in the local area. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.

10.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftspersons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.
10.3 The Contractor(s) may assign one (1) foreman and up to twelve (12) journeymen to any one crew or to any one service. Apprentices, and other non-journeyman classifications, may also be assigned to a crew and are not included in the journeyman count.

10.4 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).

10.5 A badge system may be used to check in and out. Each employee must personally check in and out. The Contractors will provide adequate facilities for check in and out in an expeditious manner. Time will be deducted from the employees' pay for late starting and/or early quitting. Excessive instances of late starting and/or early quitting will be cause for termination.

10.6 Employees shall be at their place of work and ready to work at the starting time (which is the gang box, tool box or place where the foreman gives instructions to employees), and shall remain at their place of work performing their assigned functions until quitting time. A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

10.7 Slowdowns, standby crews and featherbedding practices will not be tolerated.

10.8 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the Owner or others who are not covered by this Agreement including, but not limited to, plant maintenance and operations.

10.9 There shall be no recognized or organized coffee breaks or rest periods during working hours, provided, however, when working conditions permit, employees will be permitted to have personal thermos bottles, the contents of which may be consumed during working hours at their assigned work locations. There shall be no lunch wagons or vending machines permitted on
the Project.

10.10 All foremen will remain with their crews and supervise such crews in the performance of their duties. The parties agree that foremen will work with the tools in instances where it is possible to do so with small crews. Contractors shall not abuse this provision.

10.11 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite since such deliveries shall not fall under this Agreement. Unloading of the above will be performed by signatory contractors' employees.

10.12 The Contractors will furnish facilities for storage of tools, adequate sanitary facilities and clean, heated, dry change rooms. However, Contractors will incur no liability for loss, theft, or damage to personal tools left in tool storage not provided by the Contractor(s). The Contractors have the right to take any reasonable action deemed necessary to control tool losses. Personal tools when brought onto the jobsite at time of employment may be inventoried as to type and number of tools and condition. Tool provision and losses will be handled according to the individual craft local agreements.

10.13 The Contractors and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices.

10.14 Welding tests will be administered by the Contractor(s). Such initial welding tests may be taken either "on-site" or "off-site" at the Contractor's option.

Individuals who take the test "on-site" will be paid two (2) hours pay at the regular straight time hourly rate. If such test takes more than two (2) hours, actual time will be paid. Individuals who take the test "off-site" and who
pass the test will be paid two (2) hours pay at the regular straight time hourly rate. If such test takes more than two (2) hours, actual time will be paid. Individuals who take the test "off-site" and who fail the test will not be paid.

Welding and welding test requirements applied by Owner to the Contractor(s) working on the Project shall be the same as those applied to Contractor(s) working on projects outside the scope of the Agreement.

10.15 Employees shall receive a one-half hour lunch period with pay and meals at the expense of the Contractor(s) if the employee is required to work beyond ten (10) consecutive hours (not including the regular one-half hour lunch period), and after working each additional four hours. If meals are not provided a meal allowance of $8.00 will be paid in lieu thereof.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes or certain safety disputes as defined below) shall be considered a grievance.

11.2 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the incident which initiated the alleged grievance occurred.

11.3 Grievances shall be settled according to the following procedure:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor.

Step 2

In the event the matter remains unresolved in Step 1 above, within five (5) working days, the alleged grievance in writing may then be
referred to the Business Manager of the Craft involved and the Labor Relations representative of the Contractor for discussion and resolution.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, the grievance in writing may then be referred to the General President (GP) or the General President's designated representative of the Craft involved and the Manager of Labor Relations of the Contractor or the Manager's designated representative, and the Coordinator for discussion and resolution.

Step 4

If the grievance is not settled in the preceding steps within five (5) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Coordinator. An Arbitrator selected from a permanent panel of Arbitrators consisting of Walter Kintz, Kathy Kelly, Bruce Allen, Gerald McKay and David Concepcion will hear grievances filed pursuant to this Article. Should the parties be unable to mutually agree on the selection of an Arbitrator from among those on the panel, selection for that given arbitration shall be made by alternately striking names from the list of names on the panel until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall be the party bringing forth the grievance. In the event the last remaining Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the last stricken Arbitrator will be selected. A reasonable time is defined as fifteen (15) days where the grievance concerns employment discharge and thirty (30) days for all other grievances.

The Arbitrator's decision shall be submitted in writing and shall be final
and binding on all parties signatory to this Agreement. The expense of arbitration, including the cost of the Arbitrator and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne by the losing party. The Arbitrator's decisions shall be confined to the question posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to or subtract from, any provision of this Agreement.

11.4 The Contractors, as well as the Unions, may bring forth grievances under this Article.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

12.1 Employees hired by the Contractor(s) shall, as a condition of employment, become and remain members in good standing of the appropriate Union within eight (8) days following the date of employment.

12.2 The Contractors recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for its craft employees on the Project.

12.3 Authorized representatives of the Unions shall have access to the site, provided they do not unduly interfere with the work of the employees, and further provided, that such representatives fully comply with the visitor safety and security rules established for the Project.

12.4 A Steward shall be a working journeyman appointed by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours, such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the Business Manager or Business Agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the Contractor(s) agrees to allow the Steward a reasonable amount of time for the performance of such duties. It is understood and agreed that the Steward's duties do not include any matters relating to referral, hiring and termination. The Steward shall not leave the
work area without notifying the appropriate supervisor.

12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.

12.6 The working Steward will be subject to discharge for just cause to the same extent as other employees provided however, that the Union shall be notified twenty-four (24) hours prior to the discharge.

12.7 The Steward shall remain on the job until its completion, or until no more than three (3) employees are left on the job, provided the Steward is qualified to perform the work to be done; unless removed by the Business Manager.

ARTICLE 13

REFERRAL

13.1 Contractors performing construction work on the Project described in this Agreement shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with Article 19.

13.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

13.3 In the event referral facilities maintained by the Unions are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s) (Saturday, Sunday and holidays excepted), the Contractor(s) shall be free to obtain employees from any source. These employees shall be recognized as temporary employees. These temporary employees shall be replaced by qualified journeymen when available.

13.4 The Unions shall exert their utmost efforts, including requesting assistance from other
Local Unions, to recruit sufficient number of skilled craftspersons to fulfill the labor requirements of the Contractors.

ARTICLE 14

NON-DISCRIMINATION

14.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act or any other basis recognized by law.

ARTICLE 15

APPRENTICES

15.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor(s) will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

15.2 Apprentices shall comprise from twenty-five percent (25%) to thirty-three percent (33%) of each craft's work force at any time. It being understood that those crafts that have established apprentice ratios in the collective bargaining agreement of less than the above, will make every effort to achieve at least twenty-five percent (25%) of craft's work force. The apprentice ratios will be in compliance with the applicable general prevailing wage determinations pursuant to the California Labor Code.

15.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.
ARTICLE 16

WAGE SCALES AND FRINGE BENEFITS

16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining agencies and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.

16.2 The Contractors agree to recognize and put into effect such increases in wages and recognize fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining unit and on the effective date as set forth in the applicable agreement.

16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

16.4 Wages due shall be paid to all employees weekly, not later than on Friday, and not more than three (3) days' wages may be withheld and shall be paid before the end of the work shift. Payment shall be made by check with detachable stub.

16.5 When an employee is discharged, the employee shall be paid wages due immediately. An employee laid off or terminated shall be given a termination slip immediately upon termination of work. The termination slip shall be completed stating the reason for termination, and the employee's copy shall have, in addition to the firm's name, the firm's address. If an employee voluntarily terminates, wages due shall be paid in accordance with California State Law.

16.6 Wage rates, fringe benefits or working conditions
negotiated in local collective bargaining agreements which are construed to apply exclusively or predominantly to the construction work covered by this Agreement, and wage rates, benefits or working conditions which are excessive in relation to such items generally prevailing on industrial construction work in the area, will not be recognized or applied on work covered by this Agreement.

16.7 Nothing in this Agreement shall require the payment of Industry Promotional/Advancement Fund Contributions by signatory Contractors.

16.8 If provided by local collective bargaining agreements, the Contractor(s) will deduct from the wage of each employee the current Union Field Dues as certified by the Union when authorized by the employee as herein provided. Deductions shall be made only when there is in effect and in the possession of the Contractor(s) a voluntary written assignment executed by the employee on a standard form furnished by the Union, and the deductions shall be remitted at the same time trust contributions are required to be submitted.

16.9 The Contractors and the Unions agree that wage premiums, such as those based on height of work, type of work or materials, special skills, et cetera, impose unreasonable costs on construction, are considered contrary to the best interest of the industry, and shall not be paid.

ARTICLE 17

HOURS OF WORK, OVERTIME ANDhifts

17.1 Hours of Work: The work week will start on Monday and conclude on Sunday. Eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 5:30 p.m. with one-half (½) hour designated for lunch midway through the shift. Forty (40) hours per week, Monday through Friday, shall constitute a regular week's work. The foregoing provisions of this Article are applicable unless otherwise provided in the General Prevailing Wage Determinations made by the Director of Industrial Relations pursuant to California Labor Code. Nothing herein shall be
17.2 **Overtime:** Overtime will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.

17.3 **Shifts:** The Contractor(s) shall have the right to establish shifts for any portion of the work in accordance with this Section.

17.3.1 If two or three shifts are worked, the first shift shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, the second shift shall consist of seven and one-half (7½) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period and the third shift shall consist of seven (7) hours of continuous work exclusive of a one-half (½) non-paid lunch period for eight (8) hours pay.

17.3.2 Shift work may be performed at the option of the Contractor(s) but, when performed, it must continue for a period of not less than five (5) consecutive working days. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. In the event the second or third shift of any regular work shall extend into a holiday, the employees shall be paid at their regular shift rate.

**ARTICLE 18**

**HOLIDAYS**

18.1 Holidays will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.
ARTICLE 19

REPORTING PAY

19.1 Any employee reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid for actual hours worked.

19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.

19.1.2 The provisions of this Section are not applicable where the employee voluntarily quits or is out by reason of a strike, in which case the employee shall be paid for the actual time worked.

19.2 It will not be a violation of this Agreement when the Owner or Contractor(s) consider it necessary to shut down because of an emergency situation that could endanger life or property. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Owner or Contractor(s) request employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

ARTICLE 20

TRAVEL, SUBSISTENCE and ZONE PAY

20.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.
ARTICLE 21

HEALTH AND SAFETY

21.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the Owner and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.

21.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor(s). Nothing in this Agreement will make the Union(s) liable to any employees or to other persons in the event that injury or accident occurs.

21.3 A convenient supply of cold and potable drinking water shall be provided by the Contractors.

21.4 The Contractors and Unions agree to abide by a substance abuse policy as may be required by Owner.

ARTICLE 22

SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

22.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractor(s).

22.2 All employees will comply with the security procedures established by the Contractor(s) and the Owner.

22.3 Theft and/or loss of the Owner's tools and equipment is a major concern on the Project. The Owner's Security Regulations will be strictly enforced.

22.4 Violations or failure to comply with the Owner's Security Regulations while on the Project jobsite may result in termination and/or exclusion from the Project jobsite.
ARTICLE 23

CALL-INS

23.1 When employees are called in to work at times other than their regularly established shift, they shall be paid not less than four (4) hours at the applicable overtime rate for that day, except when the call-in is for hours worked immediately prior to and continuous with their regularly scheduled shift, in which case they shall receive the overtime rate for actual hours worked prior to the start of the shift.

ARTICLE 24

ENTIRE AGREEMENT

24.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement shall in every instance exclusively apply to and control work performed on the site of the Project and take precedence over provisions of local, area, regional or national labor agreements. Nothing contained in the working rules, by-laws, constitution and other similar documents of the Unions or other Collective Bargaining Agreements, shall in any way affect, modify or add to this Agreement unless otherwise specifically indicated in this Agreement. Practices not part of the terms and conditions of this Agreement shall not be recognized.

24.2 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractors, nor the Unions will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the Coordinator.

24.3 Any other agreement or modification of this Agreement must be reduced to writing and signed by the Coordinator and the Unions involved.

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ARTICLE 25

GENERAL SAVINGS CLAUSE

25.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE 26

DURATION OF AGREEMENT

26.1 This Agreement shall become effective on the day the Owner awards the first contract covered by the scope of this Agreement and shall continue in full force and effect until completion of the scope of the Project. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.
ATTACHMENT "A"

PROJECT LABOR AGREEMENT
FOR
BOLLMAN WATER TREATMENT PLANT
SAFETY AND WATER QUALITY PROJECT

BETWEEN

SVERDRUP CIVIL, INC.,
and

SIGNATORY CONTRA COSTA COUNTY BUILDING CONSTRUCTION TRADES UNIONS

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the Bollman Water Treatment Plant Safety & Water Quality Project, (hereafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Labor Agreement" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto:

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 16 of this AGREEMENT.

The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(3) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

(4) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Dated: ________________  
(Name of Prime Contractor or Higher Level Subcontractor) 
(Phone #)  (Fax #) 

(Name of Contractor) 
(Authorized Officer & Title) 

(Address) 

-28-
REVISED PROJECT LABOR AGREEMENT

Signatures

Sverdrup Civil, Inc., Coordinator

Dale R. Lee

Vice-President

Contra Costa County Building & Construction Trades Council

Greg Forre, Chief Executive Officer

Signatory Unions:

Asbestos Workers Local #16

Jack Baker

Bob Carriers Local #166

Fred H. Fields

Boilermakers Local #549

Bill J. Scott

Iron Workers Local #378

Bricklayers Local #3

subject to letter of

Bricklayers Conference Board

John Casby

Northern California District Council of Laborers 

Carpenters 46 No California Counties Conference Board

John Casby

Millwrights Local #102

Painters Local #825

Chuck Davenport

Painters Local #941

District Council #16
Signatory Unions - continued

Michael Larchough
Electrical Workers Local #302

David E. Rhode
Filedrivers Local #34

Cheif Murphy
Plasterers Local #66

Bruce Coal
Sheet Metal Workers Local #104

Edward L. Americhter
Plumbers Local #159

Ronald B. Binder
Sprinkler Fitters Local #483

Joseph P. McCarthy
Roofers Local #81

Jay A. Wilson
Steamfitters Local #342

Teamsters Local #315
GENERAL SUMMARY: Approximately twenty years experience as a corporate counsel and labor relations manager working for large, internationally based corporations engaged in manufacturing, mining, construction, shipbuilding, hospitals and broadcasting. Responsibilities include: providing counsel and advice to management, managing employment and labor law matters, representation before administrative bodies and tribunals to include, among others, the National Labor Relations Board, Occupational Safety and Health Administration, Mine Safety and Health Administration, the Equal Opportunity Commission, grievance/arbitration, negotiation of collective bargaining agreements, litigation management, investigation and resolution of errors and omissions claims, investigation and resolution of construction claims, drafting, negotiation and review of contracts and other business documents, drafting board resolutions and other corporate secretarial documents and general supervision of support staff personnel.

EDUCATION: Bachelor of Arts, History, 1967, University of California at Santa Barbara

Juris Doctor (with honors), 1973, School of Law, University of Santa Clara.

ACADEMIC AWARDS AND HONORS: Associate Editor, Santa Clara Lawyer

Bancroft-Whitney American Jurisprudence Award in Corporations, 1973

PROFESSIONAL REGISTRATIONS: Member California Bar Association; admitted to practice before: California State Supreme Court, United States District Court for the Northern District of California, United States Court of Appeals for the Ninth Circuit, United States Supreme Court
EXPERIENCE:  

ICF KAISER ENGINEERS, INC. - Oakland, CA  
(February 1978 to Present)

Associate General Counsel (1985 to Present), reporting to the Senior Vice President and General Counsel with responsibility for all employment law matters, litigation management, resolution of errors and omissions and other construction related claims, contract negotiations, drafting and review of project documents and corporate secretarial functions.

Director of Labor Relations & Safety (1983 to 1985), while retaining responsibility as corporate labor counsel, assumed managerial responsibility for the conduct of labor relations and safety for Henry J. Kaiser Company, a wholly owned subsidiary. Responsibilities included oversight of labor relations management and safety at various project sites, negotiation of collective bargaining agreements, recruiting and hiring safety and labor relations personnel for field positions, oversight of workers' compensation experience ratings, reporting to management on the labor relations and safety posture of the company.

Construction Labor Counsel (1978 to 1985), reporting to the Vice President of Labor Relations for ICF Kaiser Engineers with responsibility for a labor and employment law issues affecting the company and its subsidiary companies.

NATIONAL STEEL AND SHIPBUILDING CO. - San Diego, CA  
(January 1977 to January 1978)

Labor Counsel, reporting to the Vice President Industrial Relations with responsibility for all employment law and labor law matters. Responsibilities included: representation before arbitration panels and other administrative forums to include, without limitation, the National Labor Relations Board, Occupational Safety and Health Commission and the Equal Employment Opportunity Commission, litigation management, management of the company's self insured workers' compensation program, and advice to management regarding all personnel and collective bargaining matters.

KAISER INDUSTRIES CORPORATION - Oakland, CA  
(August 1974 to December 1976)

Labor Counsel, reporting to the Chief Labor Counsel. Representative companies served included: Kaiser Steel Corporation; Kaiser Foundation Health Plan; Kaiser Broadcasting; Kaiser Cement; Kaiser Sand & Gravel; and Kaiser Aerospace. Responsibilities included: representation before arbitration panels and other administrative forums, counsel and advice to the management of the various companies on labor and employment law matters.
KAISER STEEL CORPORATION - Napa, CA  
(September 1973 to July 1974)

Industrial Relations Manager, reporting to the Director of Labor Relations for the Steel Products Division. Responsibilities included costing, negotiation and administration of collective bargaining agreements and grievance handling for five industrial plants located in Northern California and Oregon.

UNITED STATES ARMY  
(December 1967 to May 1977)

Training Section Chief, 91st Division, United States Army Reserve. As a member of the Training Command, responsible for supervising thirty officers and enlisted personnel in the preparation of Army Basic Training Activities.

Assistant G-3, Operations and Training, 91st Division, United States Army Reserve. Responsibilities included drafting division's training program, inspection of battalion and company sized units.

Troop Commander, 3d Squadron, 7th United States Cavalry, Schweinfurt, Republic of West Germany (1967 to 1969). Responsibilities included the direction and control of 235 soldiers within the command, equipment maintenance and training.

REFERENCES: Professional and personal references will be provided upon request.
KATHLEEN KELLY
Kassel and Kagel
544 Market Street, Suite 401
San Francisco, CA 94104
415-982-1438

WORK EXPERIENCE:

1983 - Present:

Arbitrator and Mediator.

Professor of Law, McGeorge School of Law, Sacramento (teaching Arbitration, Negotiation, Alternative Dispute Resolution, Labor Law, and Civil Procedure).

Expertise:

Served as Mediator, Arbitrator, Med-Arbiter, and Special Master in a wide range of civil disputes, including:

- Wrongful Termination Cases
- Provision of Bilingual Education
- Sexual Harassment
- Title VII Claims
- Insurance Coverage
- Collective Bargaining Negotiations
- Housing Disputes
- Labor Grievances
- Internal Management Disputes

Grievance Arbitration experience has included all forms of contract interpretation and discipline issues in the following industries: (1) transportation, (2) warehousing, (3) manufacturing, (4) food production, (5) health care, (6) print and audiovisual news media, (7) restaurants/hotels, (8) security, (9) high technology, and (10) construction.

1976 - March 1983:

Private practice representing clients in negotiations, arbitrations, civil litigation and other facets of labor relations, in both the public and private sectors.
PUBLICATIONS:


*Wright Line, A Division of Wright Line, Inc.*, *The Right Answer to the Wrong Question: An Analysis of Its Impact to Date,* *Pacific Law Journal* (April, 1983).

SIGNIFICANT ADDRESSES:


"Legal and Sensible Responses to Employee Substance Abuse," at the Annual Meeting of the Private Carrier Conference in New Orleans, LA (October, 1986); and, the Second Annual Performance Management Conference at the University of Southern California, Los Angeles, CA (May, 1987).

EDUCATION:

J.D., Boalt Hall School of Law 1976
University of California, Berkeley
Research Editor, *California Law Review*
B.A., Yale University 1973
OCCUPATION: Full-time Arbitrator

PROFESSIONAL AFFILIATIONS:
National Academy of Arbitrators • American Arbitration Association • Society of Professional in Dispute Resolution • Industrial Relations Research Association • Society of Federal Labor Relations Professionals

MOTIONS:
American Arbitration Association • National Mediation Board • Federal Mediation and Conciliation Service • California State Mediation and Conciliation Service • Public Employment Relations Board

EXPERIENCE:
Wide range of private industries covering manufacturing, distribution and service • State, county, local and federal government, including law enforcement and firefighters • Transit and other special districts • Elementary, secondary, and post-secondary education • permanent arbitrator for several parties in both the private and public sectors • Practice involves rights and interest arbitration as well as factfinding and occasional mediation • In practice since 1975

ISSUES ARBITRATED:
Discharge and Discipline • Contract Terms • Contract Interpretation • Job Evaluation • Promotion • Transfer • Wages • Vacations • Working Conditions • Safety • Union Business • Health & Welfare • Assignment of Work • Job Classification • Layoff • Bumping & Recall • Overtime Pay • Compulsory Overtime • Holidays & Holiday Pay • Jurisdiction • Supervision • Margins • Severance Pay • Rate of Pay • Management Rights • Arbitrability of Grievances • Job Posting and Bidding • etc.

PUBLICATION OF AWARDS:
Decisions published in Labor Arbitration Reports (BNA), Labor Arbitration Awards (CCK), Government Employee Relations Reports (BNA), Labor Arbitration in Government (AAA), Summary of Labor Arbitration Awards (AAA), Arbitration in the schools (AAA), California Public Employee Relations (Institute of Industrial Relations, University of California, Berkeley), Public Personnel Administration/Labor-Management Relations, (Prentice-Hall, Incorporated), and publications of the Labor Relations Press.

FORMERLY:
Associate Dean, Administration, University of California, Hastings College of Law
Arbitration - $75.00 per day for Hearing, Analysis of Evidence and Preparation of Opinion and Award. A hearing day is any portion of a day up to eight hours. A day for analysis and writing is based on six and one-half hours on task. The minimum charge for analysis and writing is one day; thereafter, anything less than a full day of analysis and writing will be prorated.

Cancellation or Postponement Policy - If cancellation notice, for any reason, including postponement, is given more than twenty working days before the scheduled hearing, there is no charge. If notice is twenty or less working days, a charge of $650.00 will result for each hearing day canceled.

Travel Expenses - Travel is calculated from the address shown in the letterhead. Airfare: Actual amount. Car Rental: Actual amount. Food: Actual amount. Lodging: Actual amount. Mileage: 30 cents per mile. Incidental Expense: Actual amount, as applicable.

Travel Time - $650.00 per day if extensive travel time is required. Travel time will only be charged with advanced notice to the parties.

*Effective 3/1/93
RESUME OF GERALD ROBERT MCKAY

ADDRESS: BUSINESS: P.O. Box 406
Burlingame, California 94011-0406

RESIDENCE: 1056 Whitwell Road
Hillsborough, California 94010

PRESENT OCCUPATION: Attorney at Law/Arbitrator

TELEPHONE: BUSINESS: (415) 588-6655
RESIDENCE: (415) 340-8963

Personal Data:

Birth Date: April 22, 1945
Birth Place: Brainerd, Minnesota
Martial Status: Married
Wife's Name: Sandra
Wife's Occupation: Professor of English
San Francisco State University
Children: Gerald - 2/70; Michael - 6/75

Education:

University of Minnesota - Juris Doctor (cum laude) - 1972
University of Minnesota - Master of Arts in Public Administration
University of Minnesota - Bachelor of Arts (History & Pol. Sci.)

Honors

Latin American Teaching Fellowship - 1972
University Law School Scholarship - 1970-1972
Resume of Gerald R. McKay

Stone Scholar (Law School) - 1970-1971
Grey Friars - (President) Scholastic Fraternity - 1967
University of Ibadan, Nigeria Scholarship - 1966
University of Minnesota Freshman Cabinet - 1963
Band Major - High School
Eagle Scout and Vigil Honor Member (Order of the Arrow)

Legal Experience:

Private Practice - Attorney/Arbitrator/Mediator (Labor, Employment, Commercial, Construction)
Commissioner - Federal Mediation and Conciliation Service
Associate - Verner, Liipfert, Bernhard & McPherson, Washington, D.C. law firm (Affiliated
with Hughes, Hubbard & Reed)
Research Associate - League of Minnesota Municipalities
Research Assistant - Professor Joseph Livermore
Minneapolis Public Defender
University of Minnesota Legal Aid Clinic

Admitted to Practice Law

State of California
State of Minnesota
District of Columbia
United States Supreme Court

Professional Associations

California Bar Association
San Francisco Bar Association
District of Columbia Bar Association
Industrial Relations Research Association
Society of Professionals in Dispute Resolution
National Academy of Arbitrators
Resume of Gerald R. McKay

Articles


Thesis


Teaching Experience

Universidad Del Vajle - Guatemala City, Guatemala (Law) - 1972
San Francisco State University - Collective Bargaining - 1980-1985
University of San Francisco - Program Director - Labor/Management School - 1978-1979
San Jose State University - Collective Bargaining - 1979-1980
Humboldt State University - Collective Bargaining - 1977-1983
Golden Gate University - Public Sector Labor Relations - 1976-1982
University of California Labor/Management Institute - 1977-1979
Stanford University - Sloane School of Business - 1977-1978

Private Labor and Management Seminars

Mr. McKay will conduct private seminars on various aspects of dispute resolution and employment problems. A partial list of seminar clients include:

FMC Corporation
Stauffer Chemical Company
Champion International
Simpson Timber Company
Louisiana-Pacific Corporation
Resume of Gerald R. McKay

Internal Revenue Service
Clorox Corporation
Office of Personnel Management (San Francisco Region)
Georgia Pacific Corporation
American Arbitration Association
Federal Mediation and Conciliation Service
Lumber Production and Industrial Workers (various locals)
Association of Western Pulp and Paper Workers (various locals)
International Woodworkers of America (various locals)
Sonoma County Central Labor Council
American Federation of Government Employees (various locals)
National Treasury Employees Union (various locals)
National Federation of Federal Employees (various locals)
Communications Workers of America (various locals)
United Steelworkers of America (various locals)
OCAW (various locals)
International Brotherhood of Teamsters (various locals)
Sugar Workers (various locals)
Service Employees International Union, Local 250

Arbitration Experience

Mr. McKay has served as an arbitrator in more than 5000 separate disputes since October, 1980. He has served as a permanent arbitrator for numerous unions and employers including the following examples:

Safeway, United Grocers, Hudson Lumber, AC Transit, SamTrans, Santa Clara County Transit, BART, Stanford University, Nevada Resort Association, San Francisco Hotel Employers Association, San Francisco Newspaper Agency, Associated General Contractors, ACA and the corresponding unions, including the Carpenters, Teamsters, Laborers, Operating Engineers, Cement Masons, SEIU, ATU and Hotel Workers.

Mr. McKay is listed as an arbitrator by Federal Mediation and Conciliation Service, American Arbitration Association, California State Conciliation Service, among other organizations. He is a
Resume of Gerald R. McKay

member of the Society of Professionals in Dispute Resolution, Industrial Relations Research Association, and the National Academy of Arbitrators.

Mr. McKay has resolved grievances involving both discipline and contract interpretation. He has served as an interest arbitrator as well as a grievance arbitrator. One of Mr. McKay's specialties is the mediation/arbitration (Med/Arb) of grievance and interest disputes. In his capacity as permanent arbitrator for a number of employers and unions, Mr. McKay uses expedited arbitration with bench decisions.

**Other Arbitration and Mediation Experience**

<table>
<thead>
<tr>
<th><strong>American Indian Dispute</strong></th>
<th>Gerald McKay served as a mediator in a dispute involving several Northern California Indian Tribes and the BIA.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Environmental</strong></td>
<td>Gerald McKay was asked to mediate a dispute involving the Humboldt Bay Waste Water Authority.</td>
</tr>
<tr>
<td><strong>Age Discrimination</strong></td>
<td>Gerald McKay has mediated age discrimination disputes under the ADEA.</td>
</tr>
<tr>
<td><strong>Civil Litigation</strong></td>
<td>Gerald McKay has mediated or arbitrated numerous employment law suits including matters involving wrongful termination, sexual harassment, sexual discrimination, age discrimination, racial discrimination as well as other general civil disputes.</td>
</tr>
</tbody>
</table>
RESUME

JOHN KAGEL

Address: Kagel and Kagel, Prof. Corp.
544 Market Street, Fourth Floor
San Francisco, California 94104

Present Position:

Attorney, Kagel and Kagel, 1968 - present.
Arbitrator and Mediator of labor management, employment, employment discrimination, pension, and commercial disputes.

Work Experience:

Arbitrator since 1968 in numerous industries in the United States and Canada, in both the public and private sectors. Examples include baseball, household moving, trucking, transit, education, police and fire, horse racing, newspapers, undertaking, fruit processing, agriculture, forest products, paper manufacturing, city, state, county and federal government, hospitals and medical care, stage and screen, engineering and technical, mining, aircraft, missiles, metal manufacturing, public utilities, maritime, music, airlines, radio and television, real estate, insurance, etc.

Permanent Appointments or Membership:

Permanent Panel of Arbitrators: Paper manufacturing, higher education, airlines, San Francisco Symphony, transit, county employees, police, fire, newspapers, and others.

Specialized Professional Assignments: Baseball salary arbitrator, arbitrator under Multi-Employer Pension Plan Act Amendments to ERISA, court appointed expert witness for sex discrimination lawsuit, trustee in bankruptcy SFO Helicopter, Master appointed by Superior Court.

Professional Affiliations and Other Assignments:

Lecturer, Stanford University School of Law, 1981-86.
National Academy of Arbitrators, past Member of Board of Governors.
California State Bar Association, past Chairman of Committee on Arbitration, Member of Labor and Employment Law Section.
American Bar Association, Labor Law Section.
San Francisco Bar Association, past Member of Board of Directors, Chair, Arbitration Committee.