PROJECT LABOR AGREEMENT
FOR THE
CONTRA COSTA WATER DISTRICT
CONVEYANCE FACILITIES
A PART OF THE
LOS VAQUEROS PROJECT

Negotiated Between

CONTRA COSTA COUNTY
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND AFFILIATED LOCAL UNIONS

and

MORRISON KNUDSEN CORPORATION
INCORPORATED IN THE STATE OF OHIO

7/18/94
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COVENANTS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ARTICLE 1</td>
<td>PURPOSE</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>SCOPE OF AGREEMENT</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>SUBCONTRACTS</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>RELATIONSHIP BETWEEN PARTIES</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>NO STRIKES-NO LOCKOUTS</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>COORDINATOR</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>JOINT LABOR/MANAGEMENT MEETINGS</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>MANAGEMENT RIGHTS</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 10</td>
<td>WORK RULES</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 11</td>
<td>GRIEVANCE PROCEDURE</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE 12</td>
<td>UNION RECOGNITION AND REPRESENTATION</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE 13</td>
<td>REFERRAL</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE 14</td>
<td>NON-DISCRIMINATION</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 15</td>
<td>APPRENTICES</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 16</td>
<td>WAGE SCALES AND FRINGE BENEFITS</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 17</td>
<td>HOURS OF WORK, OVERTIME AND SHIFTS</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE 18</td>
<td>HOLIDAYS</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 19</td>
<td>REPORTING PAY</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 20</td>
<td>TRAVEL, SUBSISTENCE, AND ZONE PAY</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 21</td>
<td>HEALTH AND SAFETY</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 22</td>
<td>SECURITY OF MATERIAL, EQUIPMENT, AND TOOLS</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 23</td>
<td>CALL-INS</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 24</td>
<td>ENTIRE AGREEMENT</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE 25</td>
<td>GENERAL SAVINGS CLAUSE</td>
<td>16</td>
</tr>
<tr>
<td>ARTICLE 26</td>
<td>DURATION OF AGREEMENT</td>
<td>16</td>
</tr>
<tr>
<td>SIGNATURES</td>
<td></td>
<td>17</td>
</tr>
<tr>
<td>ATTACHMENT A</td>
<td>AGREEMENT TO BE BOUND</td>
<td>19</td>
</tr>
</tbody>
</table>
PROJECT LABOR AGREEMENT
FOR THE
CONTRA COSTA WATER DISTRICT
CONVEYANCE FACILITIES
A PART OF THE
LOS VAQUEROS PROJECT

PREAMBLE

This Agreement is made and entered into the ___ day of Aug., 1994, by and between Morrison Knudsen Corporation, incorporated in the State of Ohio, as Labor Relations Coordinator (hereinafter referred to as "Coordinator"), together with contractor(s) and/or subcontractor(s) who shall become signatory to this Project Labor Agreement (Agreement) by signing the "Agreement To Be Bound" (Attachment A) (hereinafter collectively 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 Contra Costa Water District, Conveyance Facilities, a part of the Los Vaqueros Project, (hereinafter referred to as "Project"). Where a subject covered by a provision of this Agreement is also covered by a local or national Collective Bargaining Agreement, the provision of this Agreement shall prevail.

COVENANTS

WHEREAS, the Contractor(s) will be engaged in construction of the project; and

WHEREAS, a skilled workforce, 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 Contractor(s); and

WHEREAS, the Parties to this Agreement mutually agree that safety, quality, productivity, and the critical necessity of the Los Vaqueros Project to improve the water quality and system reliability for its 400,000 customers are primary goals; 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, resulting in timely completion; and

WHEREAS, the Parties desire to mutually establish and stabilize wages, hours, and working conditions for the workers employed on the Project by the Contractor(s), 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. Thereby, recognizing the critical necessity of the Los Vaqueros Project to improve the water quality and system reliability for its 400,000 customers, the parties to this Agreement establish the foundation to promote the public interest, provide a safe work place, assure high quality construction, and secure optimum productivity, on-schedule performance, timely completion and Contra Costa Water District (Owner) requirements.

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 to and performed by the signatory Contractor(s) during the term of this Agreement. The Scope of the Agreement includes all new construction on the Project.

2.2 This Agreement shall apply only to construction/craft employees represented by the Unions signatory hereto, and shall not apply to Contractor(s) 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 to and understood by the Parties hereto that the Owner shall retain the right at all times to perform and/or subcontract any 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 to and understood by the Parties hereto that the Owner shall have the right to purchase material and equipment from any source and the craftsmen 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 or its contractor(s) for work which is not part of the Project.

ARTICLE 3

SUBCONTRACTS

3.1 Each Contractor(s) agrees that neither the Contractor(s) nor any of its Subcontractor(s) 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(s) 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 be in no case 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(s) of the Contractor(s), or any individual Contractor(s) 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 individual Contractor elect to subcontract, the individual Contractor shall continue to have such primary obligation.

3.4 An individual contractor who provides in the subcontract that the Subcontractor(s) 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(s) 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 individual Contractor 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(s). Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those Subcontractor(s) listed at the Pre-Job only.

3.4.2 If thereafter such Subcontractor(s) 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 individual Contractor and to the Subcontractor specifying the nature and amount of such delinquency.

3.4.3 If such notice is given, the individual Contractor 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 individual Contractor fails to give written notice of a subcontract as required herein, such individual Contractor shall be liable for all delinquencies of the Subcontractor on that job or project 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(s) after giving such notice and during the continuance of such delinquency.

3.4.6 The provisions of this Article 3.4 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractor(s)' 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 company unless signed by such parent, affiliate, subsidiary, or other division of such company.

4.2 Each Contractor 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 Contractor(s) and other Union(s) 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 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 (their) 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 Contractor(s)'s 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 procedure of Article 11, if invoked.

5.5 Any Party to this Agreement may institute the following binding arbitration procedure when such a breach of this Article 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 J. Kagel, the Parties agree 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 Arbitrator's 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.
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. Any judgement 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 as issued under Article 5.5.4, 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 known 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 arbitration, including the fee and expenses of the Arbitrator, shall be borne by the losing Party.

5.5.8 The procedures contained in Article 5.4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of the 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, 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, handbilling, 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) effect the return to work of such employees.
ARTICLE 7
COORDINATOR

7.1 Morrison Knudsen Corporation, incorporated in the State of Ohio, as the Coordinator, is responsible for the administration of the Agreement.

7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractor(s) and Unions signatory hereto and will conduct the monthly joint Labor/Management meeting referred to in Article 8 below. The Coordinator will not be responsible for the acts of the Contractor(s) 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 Contractor(s), and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communication, and advance the proficiency and efficiency of the Crafts and the Contractor(s) on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project, including work performed on the Project outside the scope of this Agreement.

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, Contractor, 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 the Agreement.

ARTICLE 9
MANAGEMENT RIGHTS

9.1 The Contractor(s) retain full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is 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 for the work.

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

D. Require all employees to observe the Contractor(s)' 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 the 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 Contractor(s), 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 workmen nor restrictions on the full use of tools or equipment. Craftsmen 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 controls 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 check in and out. The Contractor(s) 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 Unions(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.
10.9 There shall be no recognized or organized coffee breaks or rest periods during working hours provided, however, when working conditions permit, workmen 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 is possible to do so with small crews. Contractor(s) 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 Contractor(s) employees.

10.12 The Contractor(s) will furnish facilities for storage of tools, adequate sanitary facilities, and clean, heated, dry change rooms. However, Contractor(s) will ensure no liability for loss, theft, or damage to personal tools left in tool storage not provided by the Contractor(s). The Contractor(s) 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 Contractor(s) and the Unions recognized 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 Welder 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)'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 off-site and who fail the test will not be paid.

Welding and welder 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 (4) 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 the 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 grievance in writing may then be referred to the Business Manager of the Craft involved and the Labor Relations representative of the Contractor(s) for discussion and resolution.

Step 3 In the event the grievance is not resolved in Step 2 above within five (5) working days, the written grievance may be referred to the General President (GP) or the GP's designated representative of the involved Union and the manager of Labor Relations of the Contractor(s), or the manager's designated representative, and the Coordinator for discussion and resolution. The Coordinator's role is to provide consistency in interpretation of the Project Labor Agreement and to assist but not resolve or settle the grievance.

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. The Unions and the Contractor(s) agree to the selection of W. Kintz

as the permanent Arbitrator under this Article. The Parties further agree that K. Kelly, G. McKay, and B. Allen respectively shall be the first, second, and third alternates to the permanent Arbitrator. 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 Contractor(s), 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 Contractor(s) 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 who shall, in addition to his/her work as a journeyman, be permitted to perform during working hours, such of his/her union duties as cannot be performed at other times which consist of those duties assigned to him/her by the business manager or business agent. The Union 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) workmen are left on the job provided he/she is qualified to perform the work to be done, unless removed by the Business Manager.

ARTICLE 13

REFERRAL

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

13.3 In the event referral facilities maintained by the Union(s) 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 craftspersons from any source. These craftspersons 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 craftsmen to fulfill the manpower requirements of the Contractor(s).
ARTICLE 14
NON-DISCRIMINATION

14.1 The Unions and Contractor(s) shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, age, religion, Vietnam veteran or Vietnam Era status, 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 Contractor(s) 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 Contractor(s) 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 Contractor(s) authorize the Parties to such local trust agreement 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 Contractor(s).

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. A craftperson 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 a craftperson voluntarily leaves their employer, they shall be paid the wages due them 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 Contractor(s).

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 deduction shall be remitted at the same time trust contributions are required to be submitted.

16.9 The Contractor(s) 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, AND SHIFTS**

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 construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.

17.2 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 Article.

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 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 Sundays, 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 craftsperson 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 craftpersons, 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 their designated representative.

19.1.2 The provisions of this Article 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 the life and safety of an employee. 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 of the Contractor(s) on the Project to assure safe working conditions for their 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 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 Contractor(s).

21.4 The Contractor(s) and Union(s) agree to abide by a substance abuse policy that may be implemented on this Project.

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.

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 Union 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 Union agrees 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 Contractor(s), nor the Union 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 Union involved and the Coordinator.

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

ARTICLE 25

GENERAL SAVING 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 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 and 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.

25.2 This Article shall not be construed to waive the prohibitions of Article 5.

ARTICLE 26

DURATION OF AGREEMENT

26.1 This Agreement shall become effective on the day of ___ , 1994 and shall continue in full force and effect until the completion of the scope of the Project unless mutually agreed upon between the Coordinator and the Unions. The Parties may mutually agree in writing to amend, extend, or terminate this Agreement at any time.

Signatures

For Morrison Knudsen Corporation, Incorporated in the State of Ohio

For Contra Costa Building and Construction Trades Council

Aug 7, 1994

Date

July 21, 1994

Date
PROJECT LABOR AGREEMENT FOR THE
CONTRA COSTA WATER DISTRICT
CONVEYANCE FACILITIES
A PART OF THE LOS VAQUEROS PROJECT

Signatory Unions:

Asbestos Workers Local No. 16

Signature

Title

Date

L.B.E.W. Local No. 302

Signature

Title

Date

Boilermakers Local No. 549

Signature

Title

Date

Iron Workers Local No. 378

Signature

Title

Date

BAC Local No. 3

Signature

Title

Date

Carpenters District Council

Signature

Title

Date

Laborers Local No. 324

Signature

Title

Date

United Association Of Pipefitters Local No. 342

Signature

Title

Date

17
PROJECT LABOR AGREEMENT FOR THE
CONTRA COSTA WATER DISTRICT
CONVEYANCE FACILITIES
A PART OF THE LOS VAQUEROS PROJECT

Signatory Unions (continued)

Cement Masons Local No. 594

Signature

Title

Date

7/21/94

Painters Local No. 741

Signature

Business Agent

Title

Date

July 21, 94

L.U.O.E. Local No. 3

Signature

Title

Date

7-21-94

United Association Of/Plumber Fitters Local No. 159

Signature

Business Mgr.

Title

Date

July 21, 1994

Roofers Local No. 50

Signature

Business Agent

Title

Date

7/21/94

Sheetmetal Workers Local No. 104

Signature

Business Rep.

Title

Date

July 22, 1994

Teamsters Local No. 315

Signature

President

Title

Date

July 21, 1994