(10) When necessary for the safe performance of work, safety goggles shall be supplied by the Employer.

(11) Individual drivers may repair or help repair equipment operated by them at the "going" rate usually paid them.

(12) Whenever conditions warrant, the Employer shall install reversible fans on all earthmoving equipment.

(13) Employer to grant time off with pay when Employee is required to renew Motor Vehicle Driver's License.

(14) An Employee employed to drive equipment over public roads shall maintain a current valid driver's license of the proper classifications.

(15) Should an individual Teamsters' professional or personal driving record be such that an individual employer receives a surcharge on his automotive liability insurance premium, that individual Teamster may be assessed the surcharge, in order to ensure coverage under the individual employer's policy. The individual Teamster shall authorize a payroll deduction, in writing, in order to effect payment or be subject to layoff until such time as full payment of the assessed surcharge has been accomplished. The amount assessed by the employer and the terms of payment shall be subject to the grievance procedure.

SECTION 6 SUBCONTRACTING

(A) A contractor is defined as any person, firm or corporation who agrees with the Association, or with an Employer, or with a subcontractor of an Employer, to perform any part or portion of the construction work covered by this Agreement or by the Prime Contract, including the operation of equipment, performance of labor, installation of materials, and delivery, loading and unloading of materials, other than a supplier who is not performing covered work on the jobsite. A person, firm or other business entity who performs the function of a broker in supplying owner-operators to the Employer is not a subcontractor within the meaning of this provision, unless he otherwise satisfied the above stated requirements. Owner-operators obtained from brokers or others are subcontractors under this provision unless they have an employer-employee relationship with the Employer.

(B) With respect to work performed within the geographical area covered by this Agreement at the site of construction, alteration, painting or repair of a building, structure, road or other work, the following shall apply:

An employer to whom this provision is applicable shall subcontract work covered by this provision only to a person or firm who will agree, with respect to employees hired by him to perform work covered by this Agreement, to comply with all the terms and conditions of this Agreement. The subcontractor shall be considered an Employer on the project where the work is performed irrespective of whether such person or firm is signatory to this Agreement. Owner-operators performing work covered by this Paragraph (B), however, shall be treated in accordance with the conditions contained in Section 7, Owner Operator. This Paragraph (B) shall be applicable to all subcontractors, whether or not owner-operators, with respect to employees hired by them.

(1) The Employer further agrees that when subcontracting work covered by this Agreement which is to be performed within the geographical area covered by this Agreement, but which is not to be performed at the site of the construction, alteration, painting or repair of a building, structure, road or other work, the Employer will encourage and give fair consideration to bids from Union employers and will not exclude Union employers from bidding any such work.

(2) Due to the changing nature of "off site hauling" the parties will continually monitor the effectiveness

of this provision through Section 10(e) Partnering, of this Agreement.

(C) The Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement a minimum of five days prior to commencement of work and shall specify the name and address of the subcontractor. Notice given at a pre-job conference where reasonable advanced written notice of the pre-job has been provided to the Union will satisfy the requirements of this Section. Any Employer who gives such notice and requires the subcontractor to agree to comply with and observe the provisions of Subsection B hereof with respect to jobsite work shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringes, benefits or contributions, provided herein except as provided hereinafter.

In the event a Local Union questions compliance by a subcontractor with the provisions of this Section, the Union shall so notify the Employer in writing and the Employer shall furnish to the Union within fifteen (15) days a written, itemized record of all pertinent information. Additionally, where itemized payroll records are required for submission to public contracting agencies on behalf of subcontractors, the Employer shall furnish copies of such submission to the Union upon written request.

If thereafter any subcontractor shall become delinquent in the payment or meeting of the obligations set forth above, the Union shall promptly give written notice thereof to the Employer and Subcontractor specifying the nature and amount of such delinquency by such Subcontractor. More than one such notice may be given with respect to delinquencies. If such notice is given, the Employer shall withhold the amount claimed to be delinquent out of any sums due and owing by the Employer to the subcontractor and shall pay and satisfy there from the amount of such delinquency by such subcontractor as follows:

If such subcontractor does not dispute the existence of amount of such delinquency, the Employer shall forthwith pay the amount of such delinquencies to the person or fund entitled thereto. Any such dispute as to the existence or amount of such delinquency shall be settled by the Union and Subcontractor as provided in Section 10(A) hereof and the Employer shall pay to the person or funds entitled thereto the amount of such delinquency as so determined and costs incurred.

The Employer shall not be liable for any such delinquency occurring more than sixty (60) days prior to the receipt of such written notice from the Union.

(D) In the event that this provision shall be determined to be illegal or void by any tribunal in a final and binding adjudication, or in the event an injunction shall be issued by any tribunal against the enforcement of this provision in whole or in part, either party shall have the right to reopen negotiations for the purpose of reaching agreement upon a substitute provision. If agreement is not reached within sixty (60) days after the reopening, the parties shall have the right to engage in lawful economic action in support of their respective positions.

SECTION 7 OWNER-OPERATOR

(A) Whenever owner-operator is used in this section it means owner-driver only and nothing in this section shall apply to any person or equipment except where the owner of this equipment drives the equipment in the performance of work covered by this Agreement for an Employer. Owner-operators obtained from persons who have no responsibility for the performance of work other than providing the service of owner-operators, or from any other source other than subcontractors as defined in Section 6, shall be included in this section if otherwise covered by the language in this section.

(B) Legal or equitable title to the power equipment and all licenses and permits required by any governmental agency must be in the name of the actual owner-driver.

(C) The Employer expressly reserves the right to control the manner, time, means and details of and by which the owner-operator performs his services, as well as the ends to be accomplished, and shall be the sole judge of the capability of the owner-operator's equipment to perform the work required to be performed and may if the Employer determines that the owner-operator's equipment is not capable of performing the work required to be performed, terminate such owner-operator's services; provided, however, that the owner-operator may file and process a grievance under Section 10(A) hereof on the grounds that the Employer's determination that the owner-operator's equipment is inadequate was a pretext for terminating the owner-operator's services. Failure to work the day or one-half (½) day out, as directed, shall terminate the owner-operator's employment and he shall be paid only for actual time worked prior to such failure. The Employer shall not pay for time spent by the owner-operator in repairing, servicing or maintaining his equipment after termination of employment, or before or after his shift or half-shift, as the case may be.

(D) (1) The owner-operator shall be carried on the payroll of the Employer as an Employee, subject to the provisions of Subsection O below, and as such, all the terms and conditions of this Master Agreement and any amendment or amendments thereto shall be applicable to him except as provided elsewhere in this section and except that in the event that it is determined that the services of an owner-operator were terminated without just cause, any payment for time lost shall be limited to the wage and fringe benefit payments provided in this Agreement, and shall not in any event include any payment with respect to the equipment or the loss of use thereof; and except, further, that the owner-operator shall not be subject to the provisions of Sections 3 and Supplement #3.

(2) It shall be the obligation of the Employer to notify the employment office in of locality of the work, of the name, Social Security Number and P.U.C. Permit Number of the owner-operator within twenty-four (24) hours after the owner-operator reports for work. Should the Employer fail to provide such notification, the Local Union may take economic action twenty-four (24) hours after receipt by the Employer of written notice from the Local Union of such intention.

(3) Any Employer who fails to place an owner-operator on the payroll as required by Paragraph D (1) above maybe penalized through the grievance procedure in an amount not to exceed one hundred dollars ($100) per day for each such violation, such penalty to be paid into the Teamsters Benefit Trust Health and Welfare Trust Fund for Northern California. The Union shall have access to the Employer's payroll and other pertinent records for the drivers involved, upon reasonable request.

(E) No provision of other sections of this Agreement shall be interpreted as requiring payments for the use, maintenance or servicing of the owner-operator's equipment.

(F) Separate checks shall be issued by the Employer for such driver's wages and vacation payment and equipment. The amount of the separate check for such driver's wages shall not reduce the amount actually received for equipment compensation as distinguished from wages, to a level below that provided for in Subsection (J) of this section.

(G) Compensation for the equipment shall be by check for the full amount due, less any agreed advances. A statement of any charges by the Employer shall be issued at the same time.

(H) The owner-operator shall provide and shall have sole responsibility for gasoline, oil, grease, tires, tubes, repairs and any other items necessary to operate his equipment. He shall have complete freedom to purchase any such items at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

(I) There shall be no interest or handling charge on earned money advances prior to the regular pay day.

(J) The provisions of this section have been negotiated and agreed upon by and between the parties for the objects and purposes expressed in Subsection M of this section. The parties have not undertaken to negotiate for the Employees any profit whatsoever for the leasing and rental of the equipment they drive. On the contrary, compensation for the equipment shall be set by Agreement between the Employer and the owner-operator at a level which will not circumvent or defeat the payment of wages, fringes and conditions of any Employee covered by this Master Agreement and which will assure compensation to the owner-operator of not less than the actual cost of operation of such equipment.

(K) There shall be no reductions by reason of the signing of this Agreement where the present basis of payment is more favorable to the owner-operator than the basis provided for herein.

(L) It is further understood and agreed that any arrangements which have heretofore been entered into between employees (owner-operator) either among themselves or with an Employer applicable to owner-operator equipment contrary to the terms hereof shall be dissolved or modified within thirty days after this section becomes effective so that such arrangements shall conform to this Section. In the event that the parties to such an arrangement cannot agree upon a method of dissolution or modification of such an arrangement to make the same conform to this section, the question of dissolution or modification shall be submitted to the grievance procedure under Section 10(A) hereof.

(M) It is further mutually understood and agreed that the intent of this section is to assure the payment of wages, fringes, and conditions as provided in this Master Agreement and to prohibit the making and carrying out of any plan, scheme or device to circumvent or defeat the payment of wages, fringes, and conditions as provided in this Master Agreement.

(N) It is further agreed that the Employer will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this section of this Master Agreement, nor shall any owner-operator's arrangement with an Employer be terminated for the purpose of depriving any other employee of employment.

In the event that the Employer has available equipment, the owner-operator may be assigned to operate such equipment on the job during the period of the repair of the owner-operator's equipment and not to exceed forty-eight (48) hours and so long as no Employee is laid off to provide work for such equipment. And the employment office in the locality where the work is to be performed, is unable to provide qualified workers.

(O) Owner-Operators shall be placed on the payroll of the Individual Employer and shall receive full fringe benefits from the first hour, provided, however, that any owner-operator who is a member in good standing of the Union (as defined in Section 1.A.(3)), or who has tendered full initiation fees and dues, and who is utilized by an Individual Employer or an employer signatory to a collective bargaining agreement with the Union, may elect not to be placed on the payroll of the Individual Employer, and the Individual Employer shall notify the Union of the option selected. Violation(s) of this subsection shall subject the employer to one (1) days pay plus fringes for each violation to qualified persons on the out of work list in the area where the violation(s) occurs. Each of the parties to this Agreement specifically agrees to join in the defense of any action brought by any person or entity claiming that this subsection is unlawful.

(P) In the event a final determination is made in any litigation involving this Section that any provision thereof is illegal or void, or in the event an injunction is issued prohibiting the enforcement of any provision of this Section, the parties shall promptly enter into lawful negotiations concerning the subject matter of said provision(s). If agreement is not reached within sixty (60) days after negotiations begin, either party shall have the right to engage in lawful economic action in support of its position.

(Q) This Section 7 shall be applicable only to owner-operators performing work to be done on site (i.e. site of construction, alteration, painting or repair of a building, structure, road or other construction work).

SECTION 8 GENERAL CONDITIONS

8 (A) GEOGRAPHIC & MARKET CONDITIONS

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Employers.

8 (B) CONFLICTING CONTRACTS

Any oral or written agreement between the Association or an Employer on the one hand and an individual Employee on the other which conflicts or is inconsistent with this Agreement or any supplemental agreements hereto, which dis-establishes or tends to dis-establish the relationship of Employer and Employee, or which establishes a relationship other than that of Employer and Employee, shall forthwith terminate.

No oral or written agreement which conflicts with or is inconsistent with this Agreement, or any agreements supplemental hereto, shall hereafter be entered into by and between the Association or any employer on the one hand and any individual employee performing work within the jurisdiction of the Union.

8 (C) ELIMINATION OF RESTRICTIONS ON PRODUCTION

Subject to all state and federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools, or other labor saving devices. Employees shall perform their duties in such fashion as to promote efficient operation of the particular duty and of any job as a whole. The Union and the Employer recognize the principle of a fair days pay for a fair days work.

8 (D) EMPLOYER RESPONSIBILITY

The Employer shall be held responsible for the violation of overweight, overwidth and defective equipment unless the Employee has acted contrary to the instructions of the Employer.

The Employer shall post bail for employees arrested for one of the aforesaid violations. Any Employee forced to spend time in jail or in court in connection with such a violation shall be compensated at his regular hourly rate for time lost and shall be reimbursed for court costs and transportation costs.

Whenever an Employee is subpoenaed as an Employer witness he shall be reimbursed for all time lost and expenses incurred.

An Employee shall not be deemed to have acted contrary to the instructions of his Employer unless so notified in writing within (10) days after the presentation of the citation to the Employer.

8 (E) BONDS

No Employee shall be required by his Employer to deposit a cash bond with such Employer or with any other person. In the event that a surety bond is required, the premium therefore shall be paid by the Employer.

8 (F) GARNISHMENTS / WAGE ASSIGNMENTS

In the event of notice to an Employer of a garnishment or impending garnishment, the Employer may take such disciplinary action as is allowed by applicable federal or state statutes if the Employee fails to satisfy such garnishment or garnishments. The Employer shall first notify the appropriate Local Union before taking disciplinary action.

8 (G) RECORDS AND ITEMIZED STATEMENTS

(A) The Employer shall provide suitable means for having the Employee register his reporting, quitting, and working time. In the event of a dispute over time and wage payments, such records will be promptly made accessible to the Business Representative of the Union during working hours.

(B) An Employee's paycheck stub shall contain an itemized statement showing the breakdown of straight time hours, overtime hours, vacation/holiday/sick payment, subsistence payments and all authorized deductions.

(C) Upon Request, an Employer shall show an Employee a record of hourly contributions made on the Individual Employee's behalf to the Teamsters Health and Welfare and Pension Plans.

8 (H) GENERAL SAVINGS CLAUSE

It is not the intent of the parties hereto to violate any clause, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

The parties agree that in the event any provision of this Agreement is held or determined to be illegal or void they will promptly enter into lawful negotiations concerning the subject matter of said provision.

8 (I) CONTINUOUS OPERATION

This Agreement shall not prevent the Association or Employer engaged in such operations from negotiating or making agreements with the Union in the area with respect to projects in the area which require continuous operations and are covered by this Agreement and any existing agreement of such nature shall not be affected hereby. The term "continuous operations" as used in this Section means a job which runs five (5) or more consecutive days per week, two (2) or more shifts per day, starting not later than 8:00 A.M. Monday.

SECTION 9 SAFETY AND HEALTH

(A) The parties shall cooperate in carrying out safety measures and practices for accident prevention.

(B) The Employer shall not require an Employee to operate any vehicle which is not in compliance with the existing State Vehicle Code, Industrial Safety Orders or other applicable statutes in court orders.

The Employer shall maintain a safe and healthy workplace. Employees shall be provided with appropriate personal protective equipment as required by applicable laws, rules and regulations.

The Employer will provide compensation to an employee required to undergo HAZMAT Training as follows:

$100 per diem for each day of attendance at training provided by the Teamsters Training Program.

(C) Under no circumstances will an Employee be required or assigned to engage in any activity involving a violation of any applicable statue or court order, or in violation of a government regulation relating to safety to person or equipment. An Employee shall immediately or at the end of his shift, report all defects of equipment. Such reports shall be made in sufficient copies to provide the Employee with a copy and one copy shall remain in the cab of the vehicle in a conspicuous place and shall not be removed until such deficiencies are corrected.

(D) No Employee shall be discharged, suspended or otherwise disciplined for a refusal to work on any equipment not in compliance with existing State Vehicle Code, Industrial Safety Orders, or other applicable statutes or court orders. Any Employee may be discharged, suspended, or otherwise disciplined for knowingly failing to perform work in conformance with the Employer's Safety Code or as required by the State or Federal Safety Orders or other applicable statutes.

SECTION 10 DISPUTE / RESOLUTION

10 (A) GRIEVANCE PROCEDURE

All disputes arising under this Agreement shall be resolved in accordance with the following procedures:

(1) An Employee having a dispute shall first attempt to resolve said dispute with his immediate supervisor. If the dispute is not thereby resolved, it shall be referred to the Union in the locality. The Union shall attempt to settle the dispute with the Employer.

(2) If the Union and the Employer are unable to resolve the dispute, it shall be referred to the Board of Adjustment.

(3) The Board of Adjustment shall be composed of two (2) members named by the Committee, two (2) members named by the Association and an Impartial Arbitrator. The two (2) members named by the Committee and the two (2) members named by the Association shall be selected by each party from eight (8) member panels previously designated by each party as provided below. The parties shall agree to procedures for selection of the Impartial Arbitrator; provided, however, such Impartial Arbitrator will be bound by the rules and procedures set forth below.

Each party to the contract shall name its eight (8) member panel within sixty (60) days after the signing of this contract. The failure of either party to so name its members shall act to release the other party of its duties under this section until such time as the members are appointed.

Each party may establish its own rules governing the selection and replacement of its panel members; provided, however, that each party must give prior notification in writing to the other of the appointment of new panel members.

(4) The Board of Adjustment shall have an Impartial Arbitrator participate in all of its deliberations. However, the parties by mutual agreement may excuse the Impartial Arbitrator from participation in any case and the Board of Adjustment may then render a decision by majority vote. If such Impartial Arbitrator is not present at such determination of a case by the Board, he shall participate thereafter in any deadlocked case or cases and his decision shall be final and binding. Pending a decision by the Impartial Arbitrator, work shall be continued in accordance with the provisions of this Agreement.

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

(a) No attorneys shall be utilized except if purely legal issues are involved.

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

(c) The Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator. The Arbitrator shall not render an expanded opinion in any case unless mutually requested by the parties.

(d) The parties shall select and utilize Impartial Arbitrators who are willing to abide by the procedures set forth herein. An appropriate list of arbitrators shall be selected by the parties. The parties shall establish procedures for selecting an Individual Arbitrator to hear cases.

(6) It is understood and agreed by and between the parties that the following classes of disputes are not subject to the provisions of this section and that, except as otherwise provided in this Agreement, each party shall have the right to take such legal and economic action as it may deem proper to resolve said dispute:

(a) Disputes arising out of a violation of the hiring provisions of Section 3 unless by mutual agreement of the Employer and the Union;

(b) Disputes arising out of the failure of an Employer to meet the payroll for Employees covered by this Agreement;

Disputes arising because a payroll check issued by an Employer to an Employee is dishonored;

(7) The failure of the Board of Adjustment to hear a dispute properly before the Board, having been requested to do so by the moving party, or the failure of either party to comply within thirty (30) days with a final decision by the Board of Adjustment or the Arbitrator, as the case may be, shall relieve the other party of the duty to further comply with the provisions of this section. Provided, however, neither a dispute nor final decision under the grievance procedure involving alleged violations of Section 6(B) of this Agreement may be made the subject of economic action.

(8) Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto, provided such decision is specifically limited to the matter submitted and does not amend any provisions of this Agreement.

(9) The expenses of employing an Impartial Arbitrator including the cost of a court reporter, if required, shall be borne equally by the parties.

(10) No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless called to the attention of the Employer and the Union or the Local Union, within **thirty (30) calendar** days after the alleged violation was committed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.

In discharge and suspension cases the Union must submit the grievance within ten (10) days after receiving the written notice thereof, as provided in Section 3(N). Discharge and suspension cases shall be placed on the agenda of the Board of Adjustment which is next scheduled after the submission of the grievance.

(11) The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this section as set forth in the rules and procedures.

All disputes filed with the Board of Adjustment must be submitted to said Board of Adjustment on the official disputes form adopted by the Board of Adjustment.

10 (B) NO CESSATION OF WORK

(A) Subject to the exceptions hereinafter set forth neither the Committee nor any Union will authorize a strike, slow down or work stoppage with respect to any dispute arising out of the terms and conditions of this Agreement.

(B) Slow downs, work stoppages, strikes and withdrawals of Employees covered by this Agreement in connection with one of the following classes of disputes shall not be a violation of this Agreement.

(1) Disputes arising out of the failure to comply with the provisions of Section 3 of this Agreement.

(2) Disputes arising out of the failure of an Employer to meet his payroll for Employees covered by this Agreement.

(3) Disputes arising because a payroll check issued by an Employer to an Employee is dishonored.

(4) Disputes arising out of the failure of an Employer to make the contributions required by Section 4(I), Section 4(J) or Section 4(K), provided the Employer shall have been given seventy-two (72) hours notice of his delinquency due to his failure to make contributions.

(5) Whenever the Union has been excused from further performance of its obligations under Section 10(A).

(6) Disputes arising out of Section 7D(3).

(C) Neither the Association nor any Employer will authorize any lockout, slow down or other work stoppage with respect to any dispute arising out of the terms and conditions of this Agreement.

10 (C) PICKET LINES

No Employee covered hereby may be discharged or permanently replaced for refusing to cross a lawful primary picket line sanctioned by Teamsters Joint Council #7. The Union shall approve or disapprove the picket or picketing within twenty-four (24) hours of notification by the Individual Employer, during which period of the time, the Employees covered by this Agreement shall continue to work. This provision shall not apply to a jurisdictional picket line. However, an Employee of an Individual Employer who refuses to report to the job or project of an Individual Employer and perform his work for the Individual Employer when directed to do so by the Union under the provisions of Section 2(D) may be discharged by his Individual Employer.

This clause shall not be interpreted to apply to a picket line which has been determined by a court or Federal Agency of competent jurisdiction to be unlawful.

10 (D) JURISDICTIONAL DISPUTES

There shall be no cessation of or interference in the work of an Employer by reason of a jurisdictional dispute between the Union and another union. Such disputes shall be settled directly between the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America and the Union involved.

The Employer shall take cognizance of the General Presidents' Agreements covering craft jurisdictional work assignments when assigning work to Union employees. The parties specifically agree it is not their intent to alter the traditional and historical work assignments and practices of the Individual Employer, as they concern the General Presidents' Agreements or a agreed upon successor agreement by the involved Unions.

If agreed by all Northern California Basic Trades and Employer Associations signatory hereto, all jurisdictional disputes between or among building and construction trades unions and individual Employers, parties to this Agreement, shall be settled and adjusted according to the present plan established by the Building and Construction Trades Department or any other plan or method or procedure that may be adopted in the future by the Building and Construction Trades Department, or the involved Unions. Decisions rendered shall be final, binding and conclusive on the individual Employer and Union, parties to this Agreement, with respect to the dispute.

10 (E) PARTNERING

The Union and the Association recognize the value of Partnering in addressing mutual concerns that arise under the administration of this agreement. Both parties will continue to meet on an ongoing basis to mutually address these concerns as they arise.

SECTION 11 SUPPLEMENTAL AGREEMENTS

There are attached hereto the following Supplemental Agreements:

Supplemental Agreement No. 1 - Subsistence
Supplemental Agreement No. 2 - Cost of Living Adjustment
Supplemental Agreement No. 3 - Seniority (Pre 1986 Hires)
Supplemental Agreement No. 4 - Substance Abuse Policy
Supplemental Agreement No. 5 - Waivers of Paid Sick Leave
Supplemental Agreement No. 6 - Waiver of SF Paid Parental Leave
Supplemental Agreement No. 7 - Waiver of SF Family Friendly Workplace Ordinance

SECTION 12 EFFECTIVE AND TERMINATION DATES

Except as otherwise provided herein, this Agreement shall be effective as of July 1, 2016, and remain in effect until June 30, 2020, and shall be renewed from year to year thereafter unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change at least sixty (60) days prior to the date of the expiration of this Agreement. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided in this Agreement. The wage rates set forth in Section 4(A) shall be effective as of July 1, 2016.

It is agreed that in the event that either party should exercise its rights under the paragraph last above set out, they will for a period of sixty (60) days prior to June 30, 2020, bargain exclusively with each other with respect to all wage rates, working conditions, and hours of employment for the work herein covered. If no Agreement has been entered into at the expiration of said sixty (60) day period, then this Agreement shall there upon cease and terminate, and the parties shall be free to negotiate with whomsoever they please.

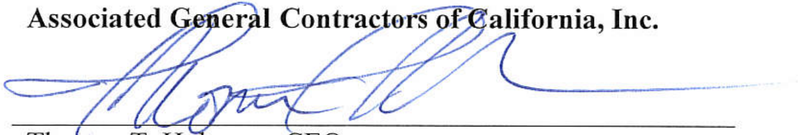
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand by their respective officers duly authorized to do so on the day and year first above written, in Oakland, California.

FOR THE ASSOCIATIONS:

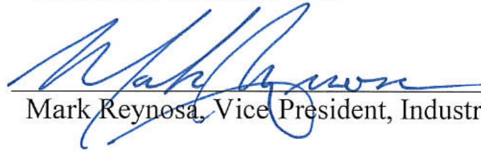
United Contractors

Randall Ruby, Director of Labor Relations

Associated General Contractors of California, Inc.



Thomas T. Holsman, CEO



Mark Reynosa, Vice President, Industrial Relations

FOR THE UNION:

Heavy, Highway, Building and Construction Teamsters Committee for Northern California

Stu Helfer, Chairman, Nor-Cal Teamsters Committee

SUPPLEMENTAL AGREEMENT NO. 1 - SUBSISTENCE

AREA DESCRIPTIONS

The following is a description, based upon Township and Range lines, of Areas 1 and 2.

Area No. 1 is all of Northern California within the following lines.

Commencing at the S.W. corner of township 16S, range 1W, Mt. Diablo Base line and Meridian:

Thence easterly crossing the Mt. Diablo Meridian to the S.E. corner of township 16S, range 2E,
Thence southerly to the S.W. corner of township 17S, range 3E,
Thence easterly to the S.W. corner of township 17S, range 4E,
Thence southerly to the S.W. corner of township 18S, range 4E,
Thence easterly to the S.E. corner of township 18S, range 4E,
Thence southerly to the S.W. corner of township 19S, range 5E,
Thence easterly to the S.E. corner of township 19S, range 5E,
Thence northerly to the N.E. corner of township 19S, range 5E,
Thence easterly to the N.E. corner of township 19S, range 7E,
Thence southerly to the S.E. corner of township 19S, range 7E,
Thence easterly to the N.E. corner of township 20S, range 8E,
Thence southerly to the S.E. corner of township 20S, range 8E,
Thence easterly to the N.E. corner of township 21S, range 15E,
Thence southerly to the S.E. corner of township 21S, range 15E,
Thence easterly to the N.E. corner of township 22S, range 16E,
Thence southerly to the S.E. corner of township 22S, range 16E,
Thence easterly to the N.E. corner of township 23S, range 17E,
Thence southerly to the S.E. corner of township 23S, range 17E,
Thence easterly to the N.E. corner of township 24S, range 18E,
Thence southerly to the S.E. corner of township 24S, range 18E,
Thence easterly to the S.E. corner of township 24S, range 26E,
Thence northerly to the N.E. corner of township 24S, range 26E,
Thence easterly to the S.E. corner of township 23S, range 27E,
Thence northerly to the N.E. corner of township 22S, range 27E,
Thence westerly to the N.W. corner of township 22S, range 27E,
Thence northerly to the N.W. corner of township 15S, range 27E,
Thence easterly to the S.E. corner of township 14S, range 27E,
Thence northerly to the N.E. corner of township 14S, range 27E,
Thence westerly to the N.W. corner of township 14S, range 27E,
Thence northerly to the N.E. corner of township 13S, range 26E,
Thence westerly to the S.W. corner of township 12S, range 26E,
Thence northerly to the N.W. corner of township 11S, range 25E,
Thence northerly to the N.E. corner of township 10S, range 24E,
Thence westerly to the N.W. corner of township 10S, range 23E,
Thence northerly to the N.E. corner of township 8S, range 22E,
Thence westerly to the N.W. corner of township 8S, range 22E,
Thence northerly to the N.E. corner of township 6S, range 21E,
Thence westerly to the N.E. corner of township 6S, range 17E,
Thence northerly to the N.E. corner of township 5S, range 17E,
Thence westerly to the N.E. corner of township 5S, range 16E,
Thence northerly to the N.E. corner of township 3S, range 16E,

Thence westerly to the N.E. corner of township 3S, range 15E,
Thence northerly to the N.E. corner of township 2S, range 15E,
Thence westerly to the N.E. corner of township 2S, range 14E,
Thence northerly to the N.E. corner of township 1S, range 14E,
Thence westerly, along the Mt. Diablo Base line to the N.E. corner of township 1S, range 13E,
Thence across the Mt. Diablo Base Line in a northerly direction to the N.E. corner of township 2N, range 13E,
Thence westerly to the N.E. corner of township 2N, range 12E,
Thence northerly to the N.E. corner of township 3N, range 12E,
Thence westerly to the N.E. corner of township 3N, range 11E,
Thence northerly to the N.E. corner of township 5N, range 11E,
Thence westerly to the N.E. corner of township 5N, range 10E,
Thence northerly to the N.E. corner of township 10N, range 10E,
Thence westerly to the N.W. corner of township 10N, range 10E,
Thence northerly to the N.E. corner of township 11N, range 9E,
Thence westerly to the N.E. corner of township 11N, range 8E,
Thence northerly to the N.E. corner of township 21N, range 8E,
Thence westerly to the N.E. corner of township 21N, range 6E,
Thence northerly to the N.E. corner of township 22N, range 6E,
Thence westerly to the N.E. corner of township 22N, range 5E,
Thence northerly to the N.E. corner of township 28N, range 5E,
Thence westerly to the N.E. corner of township 28N, range 4E,
Thence northerly to the N.E. corner of township 30N, range 4E,
Thence westerly to the N.W. corner of township 30N, range 1E,
Thence northerly along the Mt. Diablo Meridian to the N.W. corner of township 34N, range 1E,
Thence westerly to the N.W. corner of township 34N, range 6W,
Thence southerly to the S.W. corner of township 33N, range 6W,
Thence westerly to the N.W. corner of township 32N, range 7W,
Thence southerly to the S.W. corner of township 30N, range 7W,
Thence easterly to the S.E. corner of township 30N, range 7W,
Thence southerly to the S.W. corner of township 16N, range 6W,
Thence westerly to the N.W. corner of township 15N, range 14W,
Thence southerly to the S.W. corner of township 14N, range 14W,
Thence easterly to the S.W. corner of township 14N, range 13W,
Thence southerly to the S.W. corner of township 13N, range 13W,
Thence easterly to the S.E. corner of township 13N, range 13W,
Thence southerly to the S.W. corner of township 11N, range 12W,
Thence easterly to the S.E. corner of township 11N, range 12W,
Thence southerly to the N.W. corner of township 7N, range 11W,
Thence westerly along the northerly line of township 7N,
Excluding that portion of Northern California within Santa Clara County included within the following lines:

Commencing at the N.W. corner of township 6S, range 3E, Mt. Diablo Base line and Meridian,

Thence in a southerly direction to the S.W. corner of township 7S, range 3E,
Thence in an easterly direction to the S.E. corner of township 7S, range 4E,
Thence in a northerly direction to the N.E. corner of township 6S, range 4E,
Thence in a westerly direction to the N.W. corner of township 7S, range 3E, which portion is a part of Area 2.

Area 1 also includes that portion of Northern California within Humboldt County included within the following lines:

Commencing at the S.W. corner of township 2N, range 3W, Humboldt Base Line and Meridian
Thence easterly to the S.W. corner of township 2N, range 1W,

Thence southerly to the S.W. corner of township 1N, range 1W,
Thence easterly along the Humboldt Base Line to the S.W. corner of township 1N, range 2E,
Thence southerly to the S.W. corner of township 1S, range 2E,
Thence easterly to the S.E. corner of township 1S, range 2E,
Thence northerly to the N.E. corner of township 1S, range 2E,
Thence easterly along the Humboldt Base Line to the S.E. corner of township 1N, range 3E,
Thence northerly to the N.E. corner of township 9N, range 3E,
Thence westerly to the N.W. corner of township 9N, range 2E,
Thence northerly to the N.E. corner of township 10N, range 1E,
Thence westerly along the northerly line of township 10N.

SUPPLEMENTAL AGREEMENT NO. 2 - COST OF LIVING ADJUSTMENT:

It is agreed that the following Cost of Living Adjustment language shall not be applicable for the life of this Agreement.

In addition to the Wage Rates and Fringe Benefits set forth in this Supplement No. 2, the parties have agreed to the following with respect to cost of living adjustments for the terms of this Agreement.

For purposes of this Agreement:

(1) "CONSUMER PRICE INDEX" refers to the "CONSUMER PRICE INDEX FOR URBAN WAGE EARNERS AND CLERICAL WORKERS - U.S. CITY AVERAGE - ALL ITEMS 1967 = 100", published by the Bureau of Labor Statistics, U.S. Department of Labor.

(2) "CONSUMER PRICE INDEX ADJUSTMENT BASE The Consumer Price Index Adjustment base for the 1st adjustment period shall be the Consumer Price Index for the month of March 1983. The Consumer Price Index Adjustment Base for the 2nd adjustment period shall be the Consumer Price Index for the month of March 1984.

(3) "CHANGE IN THE CONSUMER PRICE INDEX" is defined as the difference between the Consumer Price Index Adjustment Base and the Consumer Price Index as indicated at the conclusion of the subsequent twelve (12) month period.

(4) "COST OF LIVING ADJUSTMENT" If the change in the Consumer Price Index for either of the two 12 month periods described above exceeds five percent (5%), a Cost of Living Adjustment shall become effective as follows: The percentage increase in the Consumer Price Index in excess of five percent (5%) shall be applied to the total wage and fringe package in effect on June 15, 1984 and/or June 15, 1985, as the case may be, and shall be considered an "add-on" to the previously described wage and/or fringe benefit increases. Such "add-on" increases, if any, shall be effective on November 1, 1984, and November 1, 1985.

(5) Should the monthly Consumer Price Index in its present form and on the same basis of the last Index published become unavailable, the parties shall attempt to agree on a substitute Index, or if agreement is not reached, request the Bureau of Labor Statistics to provide an appropriate conversion or adjustment, which shall be applicable as of the appropriate adjustment date and thereafter.

SUPPLEMENTAL AGREEMENT NO. 3 - SENIORITY

Individuals hired on or after June 16, 1986 are specifically excluded from coverage by this Supplement #3. Furthermore, employees who have not gained seniority by June 16, 1986 are specifically excluded from coverage by this Supplement #3.

The provisions of this section are applicable only to Employees employed at or working out of a stationary construction yard of the Employer. Jobsites are excluded from the definition of a stationary construction yard.

Seniority is defined as an Employee's most recent period of unbroken continuous service at or out of the stationary construction yard of the Employer. If an Employer having more than one stationary construction yard (in a locality) has followed the past practice of merging the seniorities of Employees at said yards, this practice shall be continued.

The other provisions of this section notwithstanding, an Employer with a permanent yard may transfer Employees with their equipment who have been on the seniority list of that permanent yard for at least thirty (30) days, from that locality to another locality without restriction. Such transfers shall be first offered to the most senior Employees in the permanent yard; but, after refusing such transfer, such senior Employees shall not have the right to bump less senior Employees on the job in the other locality.

An Employer intending to utilize the transfer provisions set forth above shall notify the appropriate Local Union having jurisdiction immediately if the job is of a duration of more than one (1) day and less than six (6) days. A confirming letter shall also be sent to the appropriate Local Union.

In the event the job is of a duration of more than five (5) days, then the provisions of Section 3(B) shall apply, unless excepted by the local union(s) involved.

An Employee shall have no seniority rights and shall be considered a probationary Employee until he has first been employed for a total of ninety (90) work days in any one hundred twenty (120) work day period for any one Employer under this Agreement. During the probationary period the Employee may be terminated by the Employer for any reason without recourse, notwithstanding any provision in this Agreement to the contrary.

On the date that an Employee completes his probationary period, his seniority date for purpose of layoff and recall shall be retroactive to thirty (30) calendar days prior to such qualification date.

An Employee's seniority shall be broken and all rights accruing to seniority shall be lost whenever:

(1) an Employee quits;

(2) an Employee is discharged for just cause;

(3) an Employee fails to report back to work within three (3) calendar days after notification with a copy to the Union by the Employer by certified mail to said Employee at his most recent known address;

(4) an Employee has been laid off for lack of work in excess of twelve (12) consecutive months;

(5) an Employee not on layoff accepts assignment with his Employer at a site outside the Local Union jurisdiction of the stationary construction yard at which he is employed he shall forfeit his seniority at said yard. Provided that the Unions involved may mutually modify the operation of this paragraph.

(6) an Employee applies for and receives pension payments. In reduction of the work force due to slackness of work, the last Employee hired shall be the first Employee laid off provided that the remaining Employees are

qualified to perform the available work. In re-hiring, the last Employee laid off shall be the first Employee re-hired provided that he is qualified to perform the available work.

A seniority list shall be posted at each stationary construction yard and shall be revised each six (6) months. The first of such lists shall be posted within fifteen (15) days of the effective date of these provisions. The individual employer shall supply the Local Union representative with a copy of the current seniority list upon request.

Seniority will be interpreted and applied as follows:

(1) On each working day the senior drivers will be dispatched within the classification which they are currently as signed except that no driver will be replaced on the basis of seniority once he has started his day's work.

(2) If a driver does not work in such classification for one (1) working day, he shall upon his request, be dispatched to a classification for which he is qualified, and in which there is a junior driver. He shall return to his first assigned classification as soon as work is available to him, in accordance with his seniority. Any driver who is so replaced shall, after one (1) working day, be entitled to replace a junior driver in a classification for which he is qualified, if he so requests.

(3) In the event equipment of a new classification is put into operation in any yard such job classification will be posted for bidding and will be assigned to senior men so bidding, provided they have the necessary qualifications, effective as of the date of the addition of such equipment, or within a reasonable time. Vacancies in job classifications created by the assignment of drivers to new classifications of equipment shall be filled by qualified drivers in the order of their preference and in accordance with their seniority standing, effective as of the date of the addition of such new equipment or within a reasonable time.

(4) (a) A driver off-work in his current assigned classification shall be offered any other available job at such yard, for which he is qualified, and shall be paid at the applicable rate for said job, before calling the employment office for new men.

(b) An Employee who has acquired seniority at a stationary construction yard and who does not work for one day in his assigned classification shall, at his request, have the right to displace a junior Employee at a construction site of the same Individual Employer located within the same Local Union's jurisdiction, provided he is qualified to perform the work. Employment on such construction site does not mean there is seniority on the construction site but does mean the Employee retains and continues to accrue seniority at the stationary yard of the Individual Employer.

An Employee who has acquired seniority at a stationary construction yard and has been laid off from such yard, shall have preference in hiring at a construction site of the same Individual Employer if it is in the same Local Union jurisdiction and providing he is qualified to perform the work. Employment on such construction site does not mean there is seniority on the construction site but it does mean the Employee retains and continues to accrue seniority at the stationary yard of the Individual Employer. Subsection (4)(b) to apply only to Local Unions, 287, 853, 315, 665, 890, 912.

(5) Each Local Union shall have the option of whether the provisions of this section are operative within its territorial jurisdiction.

(6) When the Employer requires that work be performed or equipment be operated before the regular starting time, after the regular quitting time, on Saturdays, Sundays or holidays, such overtime work shall be first offered to the Employee who has performed the work or operated the equipment on the straight time shift during the regular work week.

SUPPLEMENTAL AGREEMENT NO. 4 – SUBSTANCE ABUSE POLICY

NORTHERN CALIFORNIA CONSTRUCTION TEAMSTERS
JOINT LABOR MANAGEMENT

I. INTRODUCTION

The Union and the Employer establish this Policy in order to provide the Individual Employers with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. The parties will modify the Substance Abuse Policy to ensure that it remains in compliance with Federal and State laws including any new requirements under DOT. Any elements of the DOT regulations required to be part of the Substance Abuse Policy shall be added as an addendum to the current policy.

All Employees covered under the Policy will be subject to testing provisions mandated by the U.S. Department of Transportation ("DOT") Code of Federal Regulations CFR 382 and 49, as well as other Regulations mandated by DOT for drivers and other workers in "safety sensitive" positions.

II. NOTICE

(A) An Individual Employer must give written notice to the Union that it is implementing this Policy.

(B) Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the Individual Employer a violation of the Master Agreement, and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

III. PURPOSE OF POLICY

(A) The Employer, Individual Employer(s) and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer(s) and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased efficiency and increased risk of accidents and of injury. The Employer, Individual Employer(s) and the Union therefore adopt this Policy. The intent of the Policy is threefold:

(1) To maintain a safe, drug and alcohol free workplace;

(2) To maintain our work force at its maximum effectiveness; and

(3) To provide confidential referral to the Teamster Alcohol Rehabilitation Program/Teamster Assistance Program ("TARP-TAP") and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it. NOTE: Any reference to TARP should also be considered TAP.

(B) In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment before job performance has become a disciplinary problem. Employees are urged to use the services available through TAP. TAP will assist them and refer them to the appropriate treatment program.

(1) Treatment for substance abuse and chemical dependency is provided under the Health and Welfare

Plan, up to the limits described in the plans.

(2) An Employee shall be granted necessary leave of absence for treatment TARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse effect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. TAP shall continue to provide an educational program for the Individual Employers for their Employees and shall, to the maximum extent possible, train the Employees of all Individual Employers who implement this Policy.

V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "confidential." Employee records related to this Policy shall not be kept in the Employee's personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Service Administration ("SAMHSA"), any successor agency, or any other agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody. All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories. All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols. All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test. The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be

sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Levels. SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services ("DHHS"). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

Medical Review Officer. A Medical Review Officer ("MRO") shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officers' Certification Council. The Union shall approve all MRO's. Upon verification of a positive test result, the MRO shall refer the affected Employee to TARP for assessment and referral to treatment, if appropriate.

Consent Form. Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form "A"). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative and (4) the presence of a Job Steward if available and requested. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For. A specimen may be tested for alcohol, cannabinoids (THC), opiates, cocaine, phencyclidines (PCP), amphetamines, or the by-products of these substances. A specimen shall not be tested for anything else.

If DOT revises its list of substances for which it requires employers to test, this Section shall be automatically revised to comply with DOT requirements as needed. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test. The Individual Employer may direct the Employee to submit to a urine test or at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol. An Employee who is unable to provide a urine sample within one (1) hour of being directed to do so, will submit to a blood test.

Notification to Employer of Test Results. The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or

negative and will report the final results to the Individual Employer.

VII. TYPES OF PERMISSIVE TESTING

(A) TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to TAP. The Individual Employer shall not be obligated to employ any such Employee after TAP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

(B) PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained management representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained management representative's observations and conclusions must be confirmed by another trained management representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a Union representative (including

a Steward) and allow the Employee to consult with a Union representative before the Employee submits to the test, if the Union representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

(C) ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work related accidents involving property damage or bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Incident Report Form (see Form B attached) whenever it tests an Employee under this Section.

(D) RANDOM TESTING

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/ DISCIPLINE, of the Policy. TAP shall be the Substance Abuse Professional for all Employees. TAP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive "pre-employment" test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

Random testing will be administered in strict accordance with DOT regulations and will apply to all bargaining unit employees on a non-discriminatory basis.

(E) PRE-DISPATCH DRUG SCREEN

The parties shall establish a joint committee to determine whether there is a feasible means by which the Union can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

(F) OWNER/AWARDING AGENCY REQUIREMENTS

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

(G) DOT EXAMINATIONS AND OTHER PHYSICAL EXAMINATIONS

Where an Employer elects to perform a urine drug screen in conjunction with a DOT or other physical examination, the Employee must be given at least seven (7) days' advance written notice of such drug screen prior to the administration of the examination. The Employee is required to sign for the notice. Urine specimens must be analyzed pursuant to the methodology described in Paragraph VI. Urine drug screens performed in a DOT recurrent examination will be pursuant to DOT regulations. Physical examinations may be performed once every two (2) years

within sixty (60) days after an Employee's anniversary date.

VIII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to TAP based upon documented declining job performance or other observations prior to testing under Paragraph VII and/or disciplining the Employee.

IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to TAP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. TAP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program and shall be required to re-employ any such individual after TARP releases the employee to return to work under the terms of a return-to-work agreement as provided in Section XI.

Any employee who does not seek voluntary assistance prior to being required to take a drug test may not be eligible for a return to work agreement and may be subject to discipline.

X. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

XI. REHABILITATION/DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of this policy. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to TARP any Employee who violates any provision of Paragraph X

which prohibits the sale of, attempted sale of or manufacture of prohibited substances before it disciplines the Employee. Any disciplinary action that is disputed in regards to this Section shall be subject to Section 10(A) Grievance Procedure.

An Individual Employer shall not be obligated to employ any such Employee after TAP releases the Employee to return to work. The Individual Employer may re-employ the Employee when TAP releases him/her to return to work if it has work available. It will not be required to lay-off any current Employee in order to re-employ the Employee. If it does not have any work available when TAP releases the Employee, it may consider re-employing the Employee as soon as it has work available. The Employee will be subject to a return-to-work agreement. The Individual Employer, the Union, and the Employee will enter into a return-to-work agreement. The return-to-work agreement will require the Employee to comply with and complete all treatment TAP, or the treatment provider, as the case may be, determines is appropriate. It will also provide a monitoring of the Employee's compliance with the treatment plan TAP, or the treatment provider, develops and will allow the Individual Employer to require the Employee to submit to unannounced testing. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement, and subject the employee to immediate termination. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement.

Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

XII. NON DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in TAP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in TAP and/or undergoing treatment and rehabilitation.

XIII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. TAP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employers. The Individual Employer will pay all costs for testing.

XIV. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

XV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining

parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

FORM "A" - EMPLOYEE CONSENT AND RELEASE FORM

I, ____, have been directed by my employer, __________________ ____, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the Substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my employer and Northern California Construction Teamsters which governs my employment with my employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Cannabinoids (THC), Opiates, Phencyclidine, and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my employer; and
3. The Medical Review Officer may verify the test and report to my employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Dispatch testing, if I am directly or indirectly involved in a work related accident involving property damage, bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the policy. I also consent to be tested if my employer has probable cause to do so as set forth in the Policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 and my employer is required to test me under these regulations. My employer has advised me that:

1. I have a right to have a Union representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and
4. I have a right to consult with a Union representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my employer. By doing so I am not waiving any rights I may have under the Teamsters collective bargaining agreement or any applicable law except as expressly provided for herein. By signing this Agreement, I am not acknowledging that my employer has probable cause to believe I have violated any provision of the substance abuse policy which is part of the Teamsters agreement or any of my employer's policies which pertain to my employment.

☐ I previously have received a copy of the Policy.
☐ My employer has provided me with a copy of the Policy.

____
(Employee Signature)

____ ________________________________
(Employee Name [Please Print]) (Date)

____
(Witness Signature)

____ ________________________________
(Witness Name [Please Print]) (Date)

FORM "B" - INCIDENT REPORT FORM

Employee Involved: ____

Date of Incident: ____________________ Time of Incident: ____________________

Location of Incident: ____

Employee's Job Assignment/Position: ______________________________________

Employee Notified of His/Her Right to Union Representation: ☐Yes ☐No

Date Notified: ____________________ Time Notified: ____________________

Witness to Incident: ____

Witness' Observation: ____

____

Employee's Explanation: ____

____

Employee's Signature: ____________________ Date: ____________________

Witness' Signature: ____________________ Date: ____________________

Employer's Signature: ____________________ Date: ____________________

Title: ____

Action Taken: ____

____

Date/Time Action Taken: ____

SUPPLEMENTAL AGREEMENT NO. 5 – WAIVER OF PAID SICK LEAVE

The bargaining parties to this Master Agreement expressly agree, to the fullest extent permitted by law, to waive any paid sick leave provisions of the following local paid sick leave ordinances: San Francisco (Administrative Code Section 12W), Oakland (Municipal Code Section 592 et. Seq.), Emeryville (Municipal Code Title 5, Chapter 37).

In addition, to the fullest extent permitted by law, this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Master Agreement.

The parties hereto agree to the fullest extent permitted, the Teamsters Master Labor Agreement shall operate to waive any and all provisions of the Healthy Workplaces, Healthy Families Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Master Agreement.

If the California legislature amends the Healthy Workplaces, Healthy Families Act of 2014, then Union and Employer agree to meet and confer to negotiate conformance to the amended law.

In addition, if any Federal, State, City, County or other local ordinance requiring mandatory compensated time off other than paid sick leave is enacted during the term of this Master Agreement, then the Union and the Employer agree to meet and confer within thirty (30) business days.

SUPPLEMENTAL AGREEMENT NO. 6 – WAIVER OF SAN FRANCISCO PAID PARENTAL LEAVE

The parties hereto agree to the fullest extent permitted, the Master Agreement shall operate to waive any provisions of the San Francisco Paid Parental Leave Ordinance, San Francisco Police Code Article 33H (Sections 3300H.1 through 3300H.14), effective May 21, 2016 and operative January 1, 2017, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Master Agreement.

Specifically, in accordance with the provisions of Section 3300H.9 (Waiver through Collective Bargaining) of the San Francisco Paid Parental Leave Ordinance, the collective bargaining parties hereby expressly waive the Paid Parental Leave Ordinance requirements in clear and unambiguous terms.

In addition, this waiver shall apply to any other city, county, or other local ordinance requiring similar paid parental leave by the Employer that may be adopted during the term of this Master Agreement, provided the parties have met and conferred over the terms and conditions contained in that local ordinance. The parties agree to do this in a separate writing.

SUPPLEMENTAL AGREEMENT NO. 7 – WAIVER OF SAN FRANCISCO FAMILY FRIENDLY WORKPLACE ORDINANCE

The parties hereto agree to the fullest extent permitted, the Master Agreement shall operate to waive any provisions of the San Francisco Family Friendly Workplace Ordinance, San Francisco Administrative Code Section 12Z, effective January 1, 2014, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Master Agreement.

Specifically, in accordance with the provisions of Section 12Z.12 (Waiver through Collective Bargaining) of the San Francisco Family Friendly Workplace Ordinance, the collective bargaining parties hereby expressly waive the Family Friendly Workplace requirements in clear and unambiguous terms.

In addition, this waiver shall apply to any other city, county, or other local ordinance requiring caregiver leave by the employer that may be adopted during the term of this Master Agreement provided the parties have met and conferred over the terms and conditions contained in the local ordinance. The parties agree to do this in a separate writing.

1999-2002, 2002-2006, 2006-2010, 2010-2013, 2013-2016, 2016-2020
TEAMSTERS MASTER LABOR AGREEMENT

LETTER OF UNDERSTANDING

Notwithstanding any other provisions of the Teamster Master Labor Agreement, this letter outlines the parties agreement in regards to the following:

1. All issues of contention with respect to the hauling of materials from the site of construction by Owner Operators or Subcontractors will be referred first to Section 10(E) Partnering for resolution and will not be subject to arbitration under the grievance procedure.

2. All issues of contention with respect to Section 1(E), Paragraph 2, Union Security, relating to the hauling of materials from the site of construction by Owner Operators or Subcontractors will be referred first to Section 10(E) Partnering for resolution and will not be subject to arbitration under the grievance procedure.

3. The Employer will cooperate with the Union in encouraging and giving fair consideration to Union signatory Owner Operators and Subcontractors with respect to the hauling of materials from the site of construction.

4. The Employer will continue to comply with the current notification requirements of the contract.

This Letter of Understanding shall be effective June 16, 1999 and shall remain in effect until the parties reach a written resolution of these matters or June 30, 2020, whichever is earlier. In the event the parties do not reach a resolution of these matters by June 30, 2020, the entire Teamster Master Labor Agreement shall cease and terminate in accordance with Section 12.

FOR THE ASSOCIATIONS:

United Contractors

Randall Ruby, Director of Labor Relations

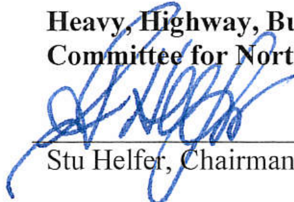
Associated General Contractors of California, Inc.

Thomas T. Holsman, CEO

Mark Reynosa, Vice President, Industrial Relations

FOR THE UNION:

Heavy, Highway, Building and Construction Teamsters Committee for Northern California



Stu Helfer, Chairman, Nor-Cal Teamsters Committee

1999-2002, 2002-2006, 2006-2010, 2010-2013, 2013-2016, 2016-2020
TEAMSTERS MASTER LABOR AGREEMENT

LETTER OF UNDERSTANDING - Alternative Dispute Resolution Process for Discrimination and Harassment Allegations

The parties' agree to submit to their respective attorneys a request to research the Employer's proposal as follows:

Each party's counsel, within 90 days from the effective date of this agreement, will be asked to confer and submit a written report for both parties' review. The specific topic to be addressed during these discussions is the possibility of developing an alternative dispute resolution process that is geared to handling statutory claims including harassment and discrimination based complaints.

After a review of legal counsel's report on this subject, the parties agree to meet and discuss whether or not to give consideration to pursue the matter further.

FOR THE ASSOCIATIONS:

United Contractors

Randall Ruby, Director of Labor Relations

Associated General Contractors of California, Inc.

Thomas T. Holsman, CEO

Mark Reynosa, Vice President, Industrial Relations

FOR THE UNION:

Heavy, Highway, Building and Construction Teamsters Committee for Northern California

Stu Helfer, Chairman, Nor-Cal Teamsters Committee

1999-2002, 2002-2006, 2006-2010, 2010-2013, 2013-2016, 2016-2020
TEAMSTERS MASTER LABOR AGREEMENT

LETTER OF UNDERSTANDING – Heavy and Highway Committee

The Teamsters agree, if the other Heavy and Highway crafts agree, to form and participate in a Labor/Management Heavy and Highway Committee.

FOR THE ASSOCIATIONS:

United Contractors

Randall Ruby, Director of Labor Relations

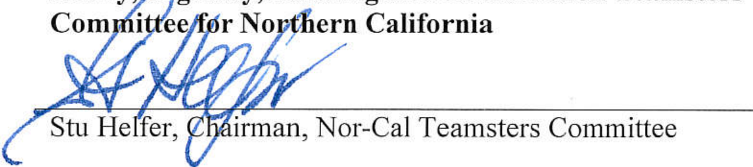
Associated General Contractors of California, Inc.

Thomas T. Holsman, CEO

Mark Reynosa, Vice President, Industrial Relations

FOR THE UNION:

Heavy, Highway, Building and Construction Teamsters Committee for Northern California



Stu Helfer, Chairman, Nor-Cal Teamsters Committee

LETTER OF UNDERSTANDING – JURISDICTIONAL DISPUTES

It is the intent of the undersigned parties to the Teamsters Master Labor Agreement that the grievance procedure shall address clear miss-assignments of work and shall not resolve bona fide jurisdictional disputes. Jurisdictional disputes shall be settled through the procedures of "Section 10(D), Jurisdictional Disputes." In addition, the following shall apply:

1. Back pay liabilities commence 24 hours after notification from the Local Union Business Agent.
2. Back pay shall not exceed 35 days.
3. There shall be no cessation of work and no back pay liability for any bona fide Jurisdictional Dispute.
4. If after June 16, 1990 either party has reason to review the above, the parties will meet to discuss the Letter of Understanding.

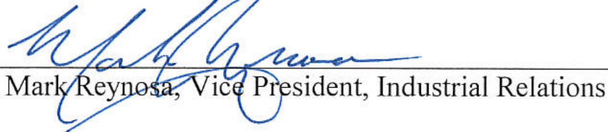
FOR THE ASSOCIATIONS:

United Contractors

Randall Ruby, Director of Labor Relations

Associated General Contractors of California, Inc.

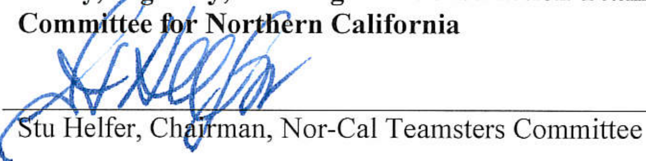
Thomas T. Holsman, CEO



Mark Reynosa, Vice President, Industrial Relations

FOR THE UNION:

Heavy, Highway, Building and Construction Teamsters Committee for Northern California



Stu Helfer, Chairman, Nor-Cal Teamsters Committee

SIDE LETTER -- PREVAILING WAGE RATE PROTECTION

If there is a non- signatory prime contractor on a planholders list or a job which there is no planholders list for a job which there is a Prevailing Wage Determination, the wages, fringe benefits and other applicable provisions of the Prevailing Wage Determination shall apply to the job. On jobs on which there is no Prevailing Wage Determination, the wage and fringe benefit rates set forth in the Private Work Agreement which is applicable, the Union shall, upon an Individual Employer's request, establish the wage rates, fringe benefits and other applicable working conditions.

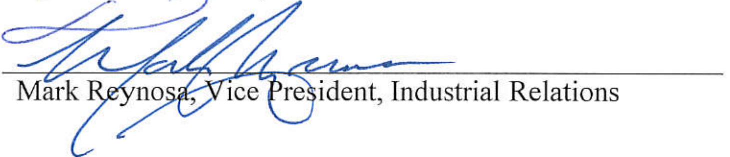
FOR THE ASSOCIATIONS:

United Contractors

Randall Ruby, Director of Labor Relations

Associated General Contractors of California, Inc.

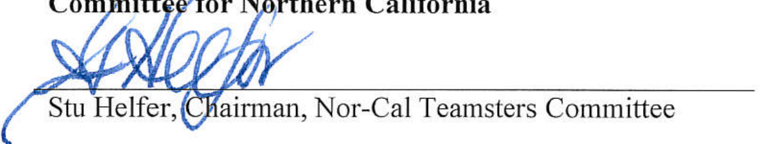
Thomas T. Holsman, CEO



Mark Reynosa, Vice President, Industrial Relations

FOR THE UNION:

Heavy, Highway, Building and Construction Teamsters Committee for Northern California



Stu Helfer, Chairman, Nor-Cal Teamsters Committee

PROJECT LABOR AGREEMENT SIDE LETTER

The parties agree to Partner the issue of the utilization of the Master Labor Agreement or the Project Labor Agreement, whichever is most favorable.

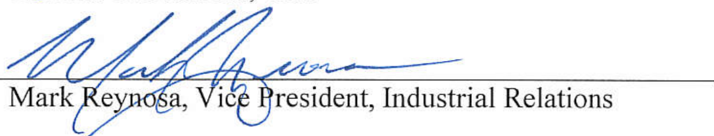
FOR THE ASSOCIATIONS:

United Contractors

Randall Ruby, Director of Labor Relations

Associated General Contractors of California, Inc.

Thomas T. Holsman, CEO



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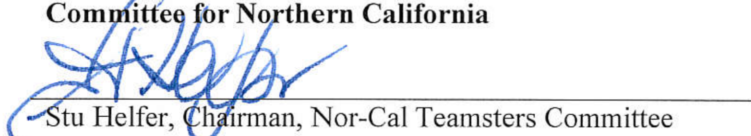
Heavy, Highway, Building and Construction Teamsters Committee for Northern California



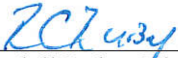
Stu Helfer, Chairman, Nor-Cal Teamsters Committee

PRE DISPATCH DRUG TESTING SIDE LETTER

The parties shall establish a joint committee to determine whether there is a feasible means by which the Union can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

FOR THE ASSOCIATIONS:

United Contractors



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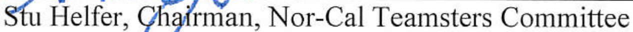


Stu Helfer, Chairman, Nor-Cal Teamsters Committee

LETTER OF UNDERSTANDING –TRAFFIC CONTROL PILOT CAR

The traffic control pilot car or the "follow me" traffic control pilot car work (i.e. "Construction Zone Traffic Control Pilot Car") is not the same work or classification as the Escort or Pilot Car Driver classification (Group 1) in the Teamsters Master Labor Agreement and is not work covered by the Teamsters Master Labor Agreement.

FOR THE ASSOCIATIONS:

United Contractors

Randall Ruby, Director of Labor Relations

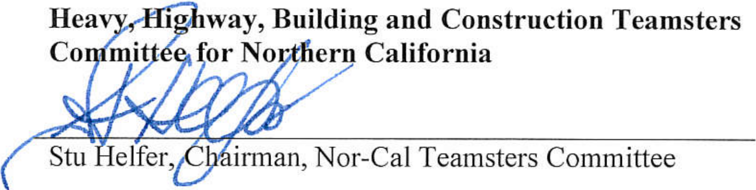
Associated General Contractors of California, Inc.

Thomas T. Holsman, CEO

Mark Reynosa, Vice President, Industrial Relations

FOR THE UNION:

Heavy, Highway, Building and Construction Teamsters Committee for Northern California



Stu Helfer, Chairman, Nor-Cal Teamsters Committee