

**PROJECT LABOR AGREEMENT
FOR COMMUNITY CIVIC CAMPUS PROJECT**

INTRODUCTION/FINDINGS

This Agreement is entered into this ____ day of _____, 2019, by and between the CITY OF SOUTH SAN FRANCISCO (hereinafter the “CITY”), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the “Agreement To Be Bound” (Exhibit A) (referred to collectively herein as “Contractor(s)/Employer(s)”), and the San Mateo County Building and Construction Trades Council (hereinafter the “Council”) and its affiliated local Unions that have executed this Agreement (referred to collectively herein as “Union” or “Unions”).

The purpose of this Agreement is to promote the efficiency of construction operations for the CITY through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the CITY, to meet the needs of the CITY and to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the CITY, its residents, the Unions and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and nonunion workers of different

employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the affected Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the CITY intends to use the design-bid-build procurement method and, as such, will have a legal obligation to select the lowest responsive and responsible bidder for the award of construction contract(s) on the Project; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents, and recognizes the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I **DEFINITIONS**

- 1.1 “Agreement” means this Project Labor Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto and incorporated herein as Exhibit A) which each and every Contractor(s)/Employer(s) shall execute as a condition of performing Project work.
- 1.3 “City” means the CITY OF SOUTH SAN FRANCISCO, its council, officers, agents and public employees, including managerial personnel.
- 1.4 “Completion” means that point at which there is Final Acceptance by the CITY of a Construction Contract. For the purposes of this definition, “Final Acceptance” means that point in time at which the architect or engineer of record for the CITY has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the CITY has executed a written acceptance of the work, as approved by City Council and evidenced by CITY’s filing of a Notice of Completion.

1.5 “Construction Contract” means the public works or improvement contract(s) (including design-bid-build or other contracts under which construction of the Project is done) awarded by the CITY that are necessary to complete the Project.

1.6 “Contractor(s)/Employer(s)” or “Contractor(s)” or “Employer(s)” means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, subcontractor, or equivalent entity, or combination thereof), including but not limited to joint ventures, and their successors and assigns, that is an independent business enterprise that enters into a contract with the CITY with respect to the construction of any part of the Project, under contract terms and conditions approved by the CITY and which incorporate this Agreement, and all contractors and subcontractors of any tier of a Construction Contract.

1.7 “Council” means the San Mateo County Building & Construction Trades Council.

1.8 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.9 "Project" collectively refers to and includes the construction of a new Community Civic Campus. Work identified by the CITY as part of the Project and subject to this Agreement includes construction of a new Library/Recreation Building and a new Police Station. Those two sub-components of the Project are as follows:

1.9.1 Library/Recreation Building:

- A new Library and Parks & Recreation building along El Camino Real with a building size of approximately 75,000 square feet.
- A new Community Theater/Council Chambers building with a building size of approximately 5,000 square feet.
- Site improvements for public use including informal seating areas, connection to Centennial trail, and site landscaping.
- Approximately 220 structured/surface parking spaces.

1.9.2 Police Station:

- A new 43,300 square feet Police Department and public safety services, including 81 surface parking spaces, as well as site improvements at the northeast corner of Antoinette and Chestnut.

The City and the Council may mutually agree in writing to add additional components to the Project's scope of work to be covered by this Agreement.

1.10 “Project Manager” means the person(s) or entity(ies) designated by the CITY to oversee all phases of construction on the Project and the implementation of this Agreement, and who works under the guidance of the CITY's authorized representative.

1.11 “Union” or “Unions” means the San Mateo County Building and Construction Trades Council, AFL-CIO, and its affiliated local Unions signatory to this Agreement, acting on

their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II **SCOPE OF AGREEMENT**

2.1 **Parties:** This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), the CITY, the Council and its affiliated Unions signatory to this Agreement.

2.2 **Applicability:** This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract with the City or when a Contractor performs work under change orders for a Construction Contract.

2.3 **Covered Work:** This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems performed pursuant Construction Contracts awarded on the Project, including work performed after Completion provided that it is performed pursuant to a Construction Contract awarded for the Project, unless it is performed by CITY employees.

2.3.2 This Agreement covers all on-site fabrication work over which the CITY, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement.

Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the CITY within ten (10) days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: National Agreement of Elevator Constructors, National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XIII and XIV of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of Covered Work:

2.4.1 This Agreement is not intended to, and shall not, affect or govern the award of public works contracts by the CITY which are not included in the Project.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees, other professional engineers, supervisors above the level of General Foreman (except those covered by existing Master Agreements), and administrative and management personnel.

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors, or by public or private utilities or their contractors.

2.4.4 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 This Agreement shall not apply to those items specifically identified in Exhibit B, Exclusions, attached hereto and incorporated into this Agreement.

2.4.6 The CITY shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code.

2.4.7 In limited circumstances requiring special knowledge of the particular item(s), the installation of specialty process equipment or systems may be performed by employees of a manufacturer, or by designated representatives of the manufacturer, if necessary to maintain the manufacturer's warranty or guarantee; provided, however, that the manufacturer (or the Contractor using the manufacturer or the manufacturer's designated representatives) can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement. In the event such work is intended to be assigned to the manufacturer or the manufacturer's designated representatives, such work shall be discussed and agreed to between the Parties either before or at the Pre-Job Conference as provided in Article V of this Agreement, to the maximum extent possible.

2.5 Award of Contracts: It is understood and agreed that the CITY has the right to utilize its chosen procurement method and to select the lowest responsive, qualified bidder for

the award of Construction Contracts under this Agreement, which need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

ARTICLE III **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Unions and the CITY agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the same form attached hereto as **Exhibit A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing by executing the **Agreement to be Bound**, in the form attached hereto as **Exhibit A**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a contractor may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor(s)/Employer(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

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

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement is inconsistent with the Schedule A, the provisions of this Agreement shall prevail. Where a provision of a Schedule A is not inconsistent with this Agreement, the provisions of the Schedule A shall apply.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, CITY and Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of CITY because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other CITY projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the CITY and the Contractor/Employer three (3) business days' written notice when nonpayment of trust fund contributions has occurred and one (1) business days' written notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer's or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.4.1 The City, General Contractor or higher-tier Contractor may elect to issue joint checks, or the Unions may request the issuance of joint checks, to satisfy delinquencies in nonpayment of wages or trust fund contributions on the Project. In the event that the City, General Contractor or higher-tier Contractor elects to issue joint checks for nonpayment of wages, the joint checks must be payable to the delinquent Contractor/Employer and the employee(s). In the event that the City, General Contractor or higher-tier Contractor elects to issue joint checks for nonpayment of benefits, the joint checks must be payable to the delinquent Contractor/Employer and the appropriate employee benefit trust fund(s). Upon receipt of a joint

check pursuant to this Section 4.1.4.1, the delinquent Contractor/Employer must immediately endorse and transmit the joint check to the payee employee(s) and/or trust fund(s).

4.1.4.2 In the event the CITY has notified the Council in writing that it has elected to issue joint checks, the notice period for withholding of labor for nonpayment of wages shall be extended by one (1) day, such that the Union will give four (4) business days' notice when nonpayment of trust fund contributions has occurred and two (2) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer's or their subcontractor's workforce. If the default has not been corrected within the applicable extended time frame, the Union shall have the right to withhold labor (but not picket) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll until such time as the delinquencies have been satisfied, and such withholding of labor shall not be considered a violation of this Article.

4.1.5 If the CITY contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Barry Winograd, as the permanent arbitrator. In the event the permanent arbitrator is unavailable at any time, then the parties shall select the arbitrator following the process set forth in Section 13.4. Notice to the selected arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the CITY and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the CITY will contact the permanent arbitrator named above, or his alternate, who will attempt to convene a hearing within twenty-four (24) hours, or as soon as possible thereafter, if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue(s) is

reserved for court proceedings, if any. The arbitrator's decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party requests a written opinion explaining the arbitrator's decision, one shall be issued within fifteen (15) days of the request, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article and liquidated damages as set forth in Section 4.3.

4.2.5 Such order may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the CITY and the Council shall mutually agree to a replacement.

4.3 Liquidated Damages: If the arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of the issuance of the decision, take all steps necessary to immediately cease the violation. If the breaching party does not cease the violation by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after the arbitrator's issuance of the decision, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the affected party per shift until the breach is remedied. The arbitrator shall retain jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision.

ARTICLE V **PRE-JOB CONFERENCE**

5.1 Timing: The Project Manager shall convene and conduct a pre-job conference at a time and location mutually agreeable to the Council, with the Unions and with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and the other issues set forth below, at a minimum of fourteen (14) working days prior to:

- (a) The commencement of any Project work, and

- (b) The commencement of Project work on each subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor/Employer and each affected Union. The Council and the City may attend at their discretion. All efforts will be made to hold the pre-job conference in sufficient time to ensure all parties the ability to properly raise and resolve any issues that may arise out of such conference, which shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.3 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the CITY, the Unions and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Council, or designated representatives thereof, shall meet on a generally quarterly basis, as needed, following the start of construction for the term of construction. The purpose of such review meetings will be to ensure that the terms of this Agreement are being fulfilled, that potential disputes are resolved, and that ongoing construction activities are not interrupted or slowed. The CITY and the Council shall have the right to call such review meetings. Any meetings convened shall be at no additional cost to the CITY.

ARTICLE VI **NO DISCRIMINATION**

6.1 This Agreement prohibits all discrimination, including but not limited to those identified in California Public Contract Code section 2500, subsection (a). To comply with the anti-discrimination provision in this Section 6.1, the Contractors/Employers and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment from discrimination on the Project.

ARTICLE VII **UNION SECURITY**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractors/Employers to work on the Project will be required to become members and maintain membership in the appropriate Union on or before eight (8) days of consecutive or cumulative employment on the Project.

7.3 Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by law.

7.4 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project, provided they comply with any existing check-in policy, uniformly applicable to all visitors, that has been mutually established by the City's designated representative and General Contractor.

ARTICLE VIII **REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractors/Employers shall have the right to reject any applicant referred by the Unions, in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s) (unless such craft construction employees are covered by existing Master Agreements).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain workers from any source. A Contractor/Employer who hires any worker(s) to perform Covered Work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

ARTICLE IX **WAGES AND BENEFITS**

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the Master Agreement(s) of the appropriate local Union(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if made by the Contractors/Employers. The Contractors/Employers agree to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be in compliance with the applicable Schedule A.

ARTICLE X **APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.

10.3 Consistent with the Master Agreements, there shall be no restrictions on the utilization of apprentices in performing the work of their craft, provided they are properly supervised.

10.4 Recognizing that the Bay Area Apprenticeship Coordinators Association, the San Mateo Workforce Investment Board, the San Mateo County Union Community Alliance, and the California Division of Apprenticeship Standards have established a countywide Pre-Apprenticeship Program called the Trades Introduction Program (TIP San Mateo) to prepare students to become apprentices to work in construction-related trades, and acknowledging that JobTrain also creates opportunities for people to acquire relevant skills through high-value training and effective personal development programs, the parties agree to provide opportunities for employment on the Project for students who have completed the TIP or JobTrain program by being admitted to trade apprenticeship programs.

ARTICLE XI **HELMETS TO HARDHATS**

11.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. Subject to compliance with Article VIII, the Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XII **COMPLIANCE**

12.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors/Employers on the Project. The CITY shall monitor and enforce compliance with the prevailing wage requirements of the state and the Contractors/Employers' compliance with this Agreement.

ARTICLE XIII **GRIEVANCE ARBITRATION PROCEDURE**

13.1 Project Labor Disputes: All Project disputes involving the application or interpretation of the Master Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts) and Article XIV (Work Assignments and Jurisdictional Disputes), shall be subject to resolution by the grievance arbitration procedures set forth below.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than twenty (20) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within five (5) business days of the Step 1 meeting, the alleged grievance may be referred in

writing by either involved party to the Business Manager of the affected Union involved and the Labor Relations Manager of the Employer, or the Employer's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not settled in Step 2, within five (5) business days of the Step 2 meeting, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall notify the permanent arbitrator, or if he is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Robert Hirsch
3. Carol Vendrillo

13.5 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

13.6 The time limits specified at any step of the Grievance Procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union may request that the CITY withhold and retain an amount from what is due and owing to the Contractor against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union prevail. The amount shall be retained by the CITY until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

13.9 Should any of the arbitrators identified in this Article or Article IV no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

ARTICLE XIV
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the 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 of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The CITY and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XV
MANAGEMENT RIGHTS

15.1 Consistent with the Schedule A agreements, the Contractors/Employers shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI
DRUG AND ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies contained in the applicable Schedule A agreements.

ARTICLE XVII
SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The parties agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the CITY from complying with all or part of its provisions and the CITY accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XVIII
TERM

18.1 This Agreement shall be included in the bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of Construction Contracts for the Project.

18.2 This Agreement shall become effective on the day it is executed by the CITY and by the Council and shall terminate with respect to each Project upon Completion as set forth in Section 1.4 herein.

18.3 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

[SIGNATURE PAGE TO FOLLOW]

CITY OF SOUTH SAN FRANCISCO

By: _____
Title: _____

Date: _____

SAN MATEO COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL

By: _____
James Ruigomez, Secretary-Treasurer

Date: _____

FINAL DRAFT

[SIGNATURE BLOCKS FOR UNIONS]

FINAL DRAFT

Exhibit A
AGREEMENT TO BE BOUND

[Date]

[Addressee]

[Address]

Re: Project Labor Agreement for the _____ Project -- Agreement To Be Bound

Dear Mr./Ms. _____:

The undersigned confirms that it agrees to be a party to and bound by the _____ Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this **Agreement To Be Bound**, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds, and agrees to execute a separate Subscription Agreement when such Trust Fund(s) require(s) such document(s).

The obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

Contractor State License Number or Motor Carrier (CA) Permit Number: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

Exhibit B EXCLUSIONS

The purpose of this Exhibit B is to distinguish between craft work covered by the Unions' Master Agreements, including infrastructure installation, repair, testing, troubleshooting and removal, and IT/Network Systems work ordinarily performed by City employees or the City's IT/Network Systems contractor. Such IT/Network Systems work is limited to head-end equipment (i.e. switches, routers, hubs and servers, and associated programming not performed by craft workers).

The following work is therefore excluded from the terms of this Agreement; however, all related infrastructure work remains Covered Work under this Agreement:

IT/Network Systems for Police and Library:

1. All work by employees of a manufacturer or vendor necessary to maintain the manufacturer's warranty or guaranty or installation of any proprietary or specialty Emergency and Dispatch Response Center systems, including but not limited to 911 dispatch consoles and data center equipment, where the Unions do not possess the skill, knowledge or experience to perform the work, provided that the City or any Contractor shall not select such manufacturer or vendor to avoid the work being Covered Work under this Agreement. If there is any dispute concerning this issue, the dispute shall be submitted to arbitration pursuant to Article XIII, which shall be conducted on an expedited basis.
2. Maintenance and repair work not part of the Project, including on-going maintenance, janitorial, and security services;
3. All non-construction support services contracted by any Contractor/Employer or the City in connection with the Project;
4. Work by employees of the City, design teams (including, but not limited to architects, engineers, and master planners), or any other consultants for the City (including, but not limited to, legal services and project managers not performing or subcontracting project work) and their sub-consultants, and other employees of professional service organizations not performing or subcontracting project work;
5. The following Owner-furnished, Owner-installed equipment (but not infrastructure) as it relates to specialized IT/Network/Technology systems at the Police 911 Dispatch Center:
 - (1) Communications Console
 - a. Monitor receiver
 - b. DTMF decoder on fire channel
 - c. Simplex receiver
 - d. Tone encoding
 - e. Telephone headset interface
 - f. Console side tone and intercom

- g. MDC1200/Fleetsync ANI decoder system
- h. Existing equipment de-installation and move from existing Police Station and re-installation in new Police Station.

(2) Radio System

- a. Distributed Antenna System (DAS) (excluding infrastructure as indicated above)
- b. NOAA weather radio system
- c. Pacifica channel system
- d. Colma PD radio interface
- e. San Bruno PD radio interface
- f. Radio stream encoder requirements
- g. Existing equipment de-installation and move from existing Police Station and re-installation in new Police Station.

(3) 911 Telephone System Equipment:

- a. Existing equipment de-installation and move from existing Police Station and re-installation in new Police Station.
- b. Comm center TDD and Text-to-911 system
- c. Instant recall recorder system
- d. Administrative telephone system

(4) Police Data Communications:

- a. CAD/RMS network system
 - b. DOJ security system
- Note that this Agreement does cover #c, PGS Netlock, and timesync systems (master clock systems)

(5) Relocation of existing specialized system not scheduled for replacement such as:

- a. OES JPA communications systems
- b. Lawnet System including that of de-installation and move from existing facilities to new building of the Lawnet server & sRIMS server

6. The following Owner-furnished, Owner-installed equipment (but not infrastructure) comprised of Library material handling and anti-theft security gate equipment, which automatically identify and sort library items based on RFID-tagging, inclusive of programming not performed by craft trades:

- (1) Lyngsoe Systems' RFID-based Automated Material Handling (AMH)
- (2) Bibliotheca Anti-theft Security Gate System with RFID readers