BAHA
BAY AREA HEADQUARTERS AUTHORITY

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Memorandum

TO: Bay Area Headquarters Authority

DATE: February 15, 2012

FR: Executive Director

RE: Agreement – Project Stabilization Agreement for the Bay Area Headquarters Project

At the January 25, 2012 meeting, BAHA approved Resolution No. 4 authorizing the Executive Director to negotiate and enter into a Project Labor Agreement for the Bay Area Headquarters Project consistent with the provisions outlined in the attachment to the resolution. During the meeting, there were several other provisions that BAHA requested that staff consider as part of developing the final agreement. BAHA directed that staff return in February with a negotiated agreement, which is attached for your review and approval.

Through the construction management contract with URS, BAHA staff secured the services of Michael Vlaming to assist with developing and negotiating the agreement with the San Francisco Building Trades Council. The firm, Vlaming and Associates, has extensive experience negotiating and administering collective bargaining agreements with various California building trades unions and for Bay Area agencies including BART for its Oakland Airport Connector, the City of Brentwood for its Civic Center, and the Trans Bay Cable, LLC for its Trans Bay Cable projects.

Staff recommends approval of a "Project Stabilization Agreement" ("PSA"), a type of Project Labor Agreement which sets forth certain specified terms and conditions that will control all parties working on the 390 Main Street Project, such as dispute resolution and grievance process. The PSA incorporates by reference the negotiated Schedule A (local Master Labor Agreements between the individual craft unions and their historical bargaining parties). The effect is to standardize certain rules or procedures for all parties by superseding the previously negotiated provisions in the Schedule A.

Negotiations with the San Francisco Buildings Trades Council representatives were conducted resulting in the attached agreement for approval by BAHA. Upon approval, staff will proceed with execution of the agreement with the San Francisco Building Trades Council and representatives of the Labor Unions/Councils representing San Francisco, Alameda, Contra Costa, and Santa Clara counties. The selected CMAR and all subcontractors will be expected to execute a Letter of Assent and be similarly bound for all work within the scope of the agreement per notification included in the CMAR procurement.

In addition to the provisions previously outlined the January 25th Attachment A – 390 Main PLA Conditions, the following issues are being addressed as follows:

1. Additional costs for non-union Contractors: In addition to paying the prevailing wage, all non-union contractors will be required to make contributions towards the Labor Union's health/welfare and retirement benefits, and the association fees for their employees. Based on past experiences, there will likely not be a double payment of benefits as the non-union contractor is usually able to suspend the current payment of any employer paid contributions they make towards the laborer's benefits. Also, the association fees support the labor council's costs to provide administrative oversight to manage the project, schedule workers, and provide dispute resolution and grievance support services for the non-union contractors, if needed.

2. Regional Job Creation: The proposed $53 million construction project will provide job opportunities for skilled construction craft workers, apprentices, veterans and other workers. Many of the unions/councils represent construction craft workers who work and live throughout the nine county San Francisco Bay Area.

3. Monitoring/Enforcement: The agreement includes provisions for monitoring and enforcement. Staff will also utilize a third-party to provide verification of the information provided by the contractor, including certified payrolls, and hiring statistics.

4. Opportunities for small contractors: Staff will proactively encourage and work with the selected contractor on outreach initiatives to ensure participation by the diversity of small and local business throughout the bay area region. Outreach will include formal "meet and greets," information on the website, and mailings to vendors, business associations and others.

5. PSA Duration: The PSA will be effective for the duration of the initial project and will apply to any tenant improvement work that commences within the construction phase or within eighteen months after the project's completion date. Any work after this duration will not be applicable to the current PSA unless extended by mutual agreement.

Recommendation:
Staff recommends the Authority authorize the Executive Director or his designee to complete the negotiations and execute the PSA substantially as set forth in the attachment, and to make modifications to the attachment without further review by BAHA, as long as such changes do not materially amend the terms of the PSA.

Steve Heminger

SH:tg
Attachments

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DRAFT 2/14/2012

PROJECT STABILIZATION AGREEMENT

for the

BAY AREA HEADQUARTERS PROJECT

Between the

BAY AREA HEADQUARTERS AUTHORITY

And the

SAN FRANCISCO BUILDING & CONSTRUCTION TRADES COUNCIL
AND ITS AFFILIATED LOCAL UNIONS

PREAMBLE

This Project Stabilization Agreement ("Agreement") is made and entered into the _____ day of March, 2012, by and between the Bay Area Headquarters Authority ("BAHA" or "Owner"), together with other contractors and/or subcontractors ("Contractor (s)"), who shall become signatory to this Agreement by signing the "Agreement To Be Bound" attached hereto as Exhibit A, and the San Francisco Building & Construction Trades Council ("Council") and its affiliated local unions who have executed this Agreement (referred to individually as "Union" and collectively as "Unions"). The parties further agree that the provisions of this Agreement shall apply to the construction work for the Bay Area Headquarters Authority building as described and defined in this Agreement.

Recitals

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

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

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

WHEREAS, the parties desire to provide employment opportunities on the Project to military veterans returning from overseas conflicts; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the parties recognize the need for safe, efficient and quality construction in order to reduce unnecessary delays and to shorten construction schedules, thereby further reducing costs, resulting in timely completion of the Project; and

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

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

ARTICLE 1

PURPOSE

1.1 It is critical to the Bay Area Headquarters Authority and to the taxpayers and transit users in its service territory that this Project be completed in as timely and economical manner as possible. The parties to this Agreement acknowledge that large numbers of skilled and trained workers of various construction trades will be required in the performance of the Project, and that on a project of this size, with multiple contractors and crafts on the job site at the same time, the potential for work disruption is substantial. It is the purpose and intent of the parties to this Agreement to make every cooperative effort to achieve the timely, safe, and economical construction of the Project and to assure access of the BAHA and the Contractors to the skilled and trained workers represented by the Council and Unions. The parties further recognize and agree that the Project must be undertaken in a spirit of labor harmony, peace and stability, with the utilization of skilled labor under fair and safe

working conditions without disruption or disputes. The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and, in so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction and to secure optimum productivity, on-schedule performance and the BAHA's satisfaction.

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

ARTICLE 2

SCOPE OF AGREEMENT

2.1 This Agreement shall apply only to that demolition, hazardous material remediation, surveying, site preparation and new construction work awarded by the BAHA and performed by the signatory Contractor(s) at 390 Main Street, San Francisco, California, during the term of this Agreement ("Project"). Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the BAHA by the Contractor and the BAHA has accepted such phase, portion, section or segment. Once accepted by the BAHA, this Agreement shall have no force or effect on such portion of the Project accepted by the BAHA. This Agreement shall cover and apply to all tenant improvement work performed at the Project site commenced within eighteen (18) months after issuance of the certificate of completion, or similar form of government acceptance, issued to BAHA and/or its member organizations. If agreed separately in writing by the parties, this Agreement may be extended to certain future work.

2.2 This Agreement shall not apply to work covered by the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and that any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians *except* that Articles 5 (No Strike-No Lockout), 6 (Work Assignments and Jurisdictional Disputes) and 11 (Grievance Dispute Resolution Procedure) of this Agreement shall apply to such work performed under these agreements.

2.3 This Agreement shall apply only to construction craft employees working on this Project represented by the Unions signatory hereto, and shall not apply to a Contractor's supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, supervisors, timekeepers, messengers, guards, or any other employees above the classification of general foreman, or inspectors, material testers, and/or x-ray technicians, except to the extent that such inspectors, material testers, and/or x-ray technicians are customarily covered by the local master collective bargaining agreement negotiated between a Union and its historically recognized bargaining party ("Schedule A agreement") and as to which classification a prevailing wage determination has been published.

2.4 All off-site manufacture and handling of materials, equipment or machinery shall not be covered by this Agreement; *provided*, however, that all off-site work, including fabrication, that is traditionally performed by any of the Unions that is directly or indirectly part of the Project, if such work is covered by a provision of a Schedule A agreement or local addendum to a national agreement of the applicable Union(s), shall be covered by the terms and conditions of this Agreement; *provided further*, that lay-down or storage areas or equipment or material manufacturing (pre-fabrication) sites dedicated solely to the Project or Project work, and the movement of materials or goods between the Project site and a dedicated site(s) as well as between locations on the Project site and the delivery and removal of construction equipment, apparatus, machinery, materials and supplies, including, but not limited to, ready-mix concrete, asphalt, aggregate, sand or earth that are directly incorporated into a work process or debris, earth or other waste construction materials removed from the Project site shall be covered by the terms and conditions of this Agreement.

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

2.6 It is expressly agreed and understood by the parties hereto that the BAHA, or its member organizations, shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on the Project site not covered by this Agreement.

2.7 It is expressly agreed and understood by the parties hereto that the BAHA, or its member organizations, shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment.

2.8 Without limiting the foregoing, the parties recognize and agree that the items specifically excluded from the scope of this Agreement include the following:

(a) Furniture, equipment and machinery owned or controlled by the BAHA, or its member organizations; however, the installation of office modular furniture shall be covered by this Agreement;

(b) All employees of the BAHA, its member organizations, any Contractor, design team or any other consultant of the BAHA not performing construction craft labor within the Scope of this Agreement;

(c) Any work performed on or near, or leading to or into the Project site by state, county, city or other governmental bodies, or their contractor(s); or by utilities or their contractor(s);

(d) Off-site maintenance of leased equipment and on-site supervision of such work; and

(e) The testing and calibration of specialty equipment, including, but not limited to: Communications dishes/antennae; audio/visual equipment; security access controls; surveillance cameras; and intrusion alarms; however the installation of the equipment and termination of electrical connections of such equipment shall be covered by this Agreement.

2.9 The parties agree that the BAHA, at its sole option, may terminate, delay, and/or suspend any and all portions of the work covered by this Agreement at any time. Further, the BAHA may prohibit some or all work on certain days or during certain hours of the day to mitigate the effect of the ongoing Project work on the businesses and residents in the vicinity of the Project site; and/or require such operational or schedule changes that may be deemed necessary, in its sole judgment. Any operational or schedule changes shall be subject to any applicable wage provisions included in a Schedule A agreement.

ARTICLE 3

SUBCONTRACTS

3.1 Each Contractor(s) agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement by executing the Agreement to be Bound attached hereto as Exhibit A and incorporated herein. Any Contractor(s) or subcontractor working on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement. Subject to the provisions of Section 2.4, above, the furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting, if not otherwise covered in the Scope of work of this Agreement.

3.2 A subcontractor is defined as any person, firm or corporation who agrees under contract with the Contractor(s), or a subcontractor of the Contractor, to perform on the Project, any part or portion of the construction work covered by the prime contract, including the operation of construction equipment, performance of labor and/or installation of materials. The furnishing of supplies, equipment, or materials that are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, including the removal of debris and/or excess construction materials as well as delivery of materials directly incorporated into a work process, as described in Section 2.4 of this Agreement, shall be covered within the scope of this Agreement and, specifically, this Article 3, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations.

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

3.4 A Contractor(s) who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement, shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments to Health & Welfare, Pension, Vacation/Holiday Dues Supplement and Training & Retraining Funds, except as provided in the Labor Code.

3.4.1 The Contractor(s) will give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first, and shall specify the name and address of the subcontractor. Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.

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

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

3.4.4 The provisions of this Section 3.4 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action.

3.4.5 Nothing in this Agreement is meant to interfere with the normal enforcement or collection rights of the fringe benefit Trust Funds.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

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

4.2 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the signatory Union(s) and the Contractor(s) respecting compliance with the terms of this

Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s) party to this Agreement.

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

4.4 It is recognized by the parties to this Agreement that the signatory Contractor(s) and Coordinator are acting only on behalf of said Contractor(s) and Coordinator, and said Contractor(s) and Coordinator have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the BAHA.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason including, but not limited to, disputes relating to the negotiation or renegotiation of the local collective bargaining agreements that serve as the basis for the Schedule A agreements, economic strikes, unfair labor practices strikes, safety strikes, sympathy strikes, and jurisdictional strikes by the Union or employees working under this Agreement against any Contractor covered under this Agreement on the Project. There shall be no lockout by any Contractor. Failure of any Union, or employee employed under this Agreement, to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or by any other organization or individual, where such picket line is directed at the Project, or a Contractor or employer working on the Project, resulting in the failure of one or more employees employed under this Agreement to engage in Project work as directed by his/her Contractor or other disruption of Project Work, is a violation of this Article. The Prime Contractor and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

5.2 If a Contractor contends that any Union has violated this Article or Section 6.3, below, it will notify in writing the Secretary-Treasurer of the Council, the Coordinator, the Business Manager/senior executive of the involved Union(s), and the Prime Contractor. The Secretary-Treasurer and the leadership of the involved

Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of this Article.

5.3 If the Union contends that any Contractor has violated this Article, it will notify the Contractor, the Prime Contractor and the Coordinator setting forth the facts that the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 5.4. The Prime Contractor shall promptly order the involved Contractor(s) to cease any violation of this Article.

5.4 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 5.1, above, or Section 6.3, below, is alleged:

5.4.1 The party invoking this procedure shall notify John Kagel, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, Robert Hirsch shall be appointed the alternate, or, if he is unavailable, he shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party(ies) alleged to be in violation and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by electronic mail, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

5.4.2 Upon receipt of said notice, the arbitrator named above or his alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council's Secretary-Treasurer and the Business Manager/senior executive(s) as required by Section 5.2, above.

5.4.3 The arbitrator shall notify the parties of the place and time chosen for this 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 or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

5.4.4 The sole issue at the hearing shall be whether or not a violation of Section 1, above, or of Section 6.3, below, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages (except as set forth in Section 5.7, below) which issue is reserved

for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

5.4.5 Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 5.4.4 of 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 by delivery to their address as shown on this Agreement or in the applicable Schedule A agreement (for a Union), as shown on their business contract for work under this Agreement (for a contractor), and to the representing Union (for an employee), by certified mail by the party(ies) first alleging the violation.

5.4.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

5.4.7 The fees and expenses of the arbitrator shall be paid by the losing party.

5.5 The BAHA is a party in interest in all proceedings arising under this Article and Articles 6 and 11 and its designated representative and the Coordinator shall be sent contemporaneous copies of all notifications required by these Articles.

5.6 If the arbitrator determines in accordance with 5.4.4 above that a work stoppage has occurred, the respondent Union shall, within eight (8) hours of receipt of the award, direct all the employees it represents on the Project to return immediately to work. If the craft involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union has not complied with its obligation immediately to instruct, order, and use its best efforts to cause a cessation of the violation and a

return to work of the employees it represents, then the respondent Union shall pay a sum as liquidated damages to the Contractor, and shall pay an additional sum per shift for each shift thereafter on which the craft has not returned to work. Similarly, if the arbitrator determines in accordance with Section 5.4.4 above that a lockout has occurred, the respondent Contractor shall, within eight (8) hours of receipt of the award, return all of the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, the respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the arbitrator) and shall pay an additional sum per shift thereafter in which compliance by the respondent Contractor has not been completed. The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than ten thousand dollars ($10,000.00) nor more than twenty-five thousand dollars ($25,000.00) for each shift.

5.7 Withholding employees, but not picketing, for failure of a Contractor(s) to tender trust fund contributions as required in Article 16 and/or for failure to meet its weekly payroll is not a violation of this Article.

5.8 The procedures contained in Section 5.4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 11 of this Agreement.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES—NORTHERN CALIFORNIA PLAN

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

6.2 All jurisdictional disputes between or among Building and Construction Trades Unions, 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 Contractors and Unions parties to this Agreement.

6.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement 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 San Francisco Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

6.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

6.4 As provided in Section 8.2, below, Prime Contractor will conduct pre-job conferences for all Contractors with the Unions prior to commencement of work by the Contractors. At these conferences all jurisdictional assignments will be announced. The Council and representatives of the BAHA shall be advised in advance of all such conferences and may participate if they wish.

ARTICLE 7

COORDINATOR

7.1 The BAHA shall appoint a Coordinator who is responsible for the administration and application of this Agreement.

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

ARTICLE 8

JOINT LABOR/MANAGEMENT MEETINGS AND PRE-JOB CONFERENCE

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

8.2 A Pre-Job/Mark-Up meeting shall be held after a construction contract has been let to a Contractor (which includes a subcontractor at any tier) and prior to the commencement of work. The purpose of the Pre-Job/Mark-Up meeting is: (1) to establish the scope of work in each Contractor's contract; and (2) to have each Contractor make its work assignments in accordance with Section 6.1 of this Agreement for the work within the scope of its construction contract. The work assignments shall be made in writing. Contractors shall be responsible for providing complete information on its assignments of work. Any craft objecting to the Contractor's proposed assignment of work shall have seven (7) calendar days from the date of the Pre-Job/Mark-Up meeting to submit written objections to the Contractor, the Coordinator and the Council before the Contractor makes the work assignments final.

8.4 The Coordinator will schedule and attend all Pre-Job/Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

ARTICLE 9

MANAGEMENT RIGHTS

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

(a) Plan, direct and control the operation of all the work;

(b) Decide the number and types of employees required to perform the work safely and efficiently;

(c) Hire, promote and lay off employees as deemed appropriate to meet work requirements and/or skills required;

(d) Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite;

(e) Discharge or discipline employees for just cause;

(f) Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work; however, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure under this Agreement; and

(g) Utilize any work methods, procedures or technique sand select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or design, subject to the provisions of Section 2.4 and Article 21 of this Agreement.

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

ARTICLE 10

WORK RULES

10.1 The selection of craft foremen and general foremen shall be entirely the responsibility

of the Contractor(s). Foremen and general foremen shall take orders from the designated Contractor(s) representatives.

10.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craft persons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.

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

10.4 Employees shall be at their place of work (as designated by the Contractor at the Pre-Job/Mark-Up meeting) and ready to work at the starting time and shall remain at their place of work performing their assigned functions until quitting time. A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

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

10.6 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the BAHA, its member organizations, or others who are not covered by this Agreement.

10.7 Contractors shall provide rest periods in accordance with the Schedule A agreements and Industrial Welfare Commission Order No. 16-2001. Any dispute regarding rest and meal periods provided in this Section 10.7 shall be resolved exclusively under the provisions of Article 11 of this Agreement.

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

10.9 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform,

nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices. However, the lawful manning provisions of the applicable craft's Schedule A agreement shall be recognized.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 This Agreement is intended to provide close cooperation between management and labor. The Contractor and the Council shall each assign a representative to the Project for the purpose of assisting the local Unions, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously, and without interruption, delays, and work stoppages.

11.2 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Schedule A agreement of the applicable to the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

11.3 All Project labor disputes involving the application or interpretation of a Schedule A agreement to which a signatory Contractor and a signatory Union are parties shall be resolved pursuant to the dispute resolution procedures contained in such Schedule A agreement. All disputes relating to the interpretation or application of this Agreement shall be resolved through the grievance and arbitration procedure set forth herein.

11.4 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation, or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. 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 on its own behalf, or the BAHA on its own behalf) provides notice in writing to the signatory party with whom it has a dispute (with a copy to the Coordinator) within five (5) business days after becoming aware of the dispute, but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 11.4 may be extended by mutual agreement (oral or written) of the parties.

11.5 Grievances arising out of Section 11.4, above, shall be settled according to the following procedures:

Step 1: Within five (5) business days after receipt of the written notice of the grievance, the parties to the grievance shall confer and attempt to resolve the grievance. In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may refer the dispute to Step 2; or, if neither party is a Union, then to Step 3.

Step 2: The International Union Representative and the other party shall meet within seven (7) business days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the other party. If the parties fail to reach an agreement, then the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) business days thereafter.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. The arbitrator shall be selected from a permanent panel of arbitrators consisting of William Engler, William Riker, Thomas Angelo, John Kagel, and Robert Hirsch, who will hear grievances filed pursuant to this Article. Should the parties be unable to agree mutually on the selection of an Arbitrator from among those on the panel, selection for that given arbitration shall be made by alternately striking names from the list of names on the panel until the parties agree on an Arbitrator or until one (1) name remains. The first party to strike a name from the list shall be the party bringing forth the grievance. In the event the last remaining Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend time for arbitration, the last stricken Arbitrator will be selected. A reasonable time is defined as fifteen (15) calendar days where the grievance concerns employment discharge and thirty (30) calendar days for all other grievances.

11.6 The decision of the arbitrator shall be 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.

11.7 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 arbitrator.

11.8 The time limits specified in any step of the grievance procedure set forth in this

Article may be extended by mutual agreement of the parties initiated by the written request of one party to the other at the appropriate step of the grievance procedure. Failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievances with prejudice. In order to encourage the resolution of disputes and grievances at Step 1 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

12.1 All employees who are employed by the Contractor(s) shall, as a condition of employment, on or before the eighth (8^{th}) day of consecutive or cumulative employment on a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the applicable local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.

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

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

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

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

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

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

ARTICLE 13

REFERRAL

13.1 To the extent permitted by law, the following shall apply: For signatory unions now having a job referral system contained in a Schedule A agreement, the Contractor agrees to comply with such a system and it shall be used exclusively by such Contractor, together with the procedures set forth in Section 13.3 below, as appropriate. Such job referral system shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those that require equal employment opportunities and non-discrimination.

13.2 The Unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor.

13.3 The parties also recognize and support the BAHA's commitment to provide opportunities for participation on the Project to regular, experienced employees (core employees) of Contractor(s) awarded work on this Project and who do not traditionally work under a local collective bargaining agreement. In furtherance of this commitment, the parties agree that such Contractor(s) awarded work on the Project may employ their regular local experienced work force, pursuant to the procedures described below, where the employees so designated as a "regular, experienced employee" meet the following qualifications:

(a) Possesses any license required by state or Federal law for the Project work to be performed; and
(b) Has been employed by the Contractor for at least five hundred (500) paid work hours during the twelve (12) months immediately preceding the Contractor's start of Project work.

As its first employee for Project work, the Contractor may directly employ one (1) of its qualified regular, experienced employees. Its second employee shall be referred pursuant to Section 13.1 above. As its third employee, the Contractor may directly employ a second of its qualified regular, experienced employees and so on until the fourth "regular, experienced employee" has been employed by the Contractor on the Project. The maximum number of "regular, experienced employees" employed by a Contractor under this procedure shall be four (4). All additional employees shall be requested and referred pursuant to Section 13.1 above. On layoffs, the Contractor shall reverse the alternating process with respect to the employment of "regular, experienced employees" on the Project. The Contractor shall notify the appropriate Union of the name and Social Security number of each regular, experienced employee to work on Project Work and each such employee shall register with the Union's hiring hall before commencing Project Work. If there is any question regarding an employee's eligibility under this Subsection 13.3, the Contractor shall provide satisfactory proof of such at a Union's request.

13.4 In the event that a Union is unable to fill any requisition for one (1) or more employees within forty-eight (48) hours after such requisition is made by a Contractor, or (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants meeting the qualifications sought from any other available source as per the applicable Schedule A agreement. The Contractor shall promptly notify the Union of any applicants from other sources.

13.5 In the event that a signatory local union does not have a job referral system as set forth in Section 13.1 above, the Contractor shall give the Union equal opportunity to refer applicants.

13.6 The Union security provisions of the applicable Schedule A agreement shall apply to each employee working within the jurisdiction of that craft under this Agreement; *provided*, however, that should such provision(s) require membership in the labor organization, such may be satisfied by the tendering of periodic dues and fees uniformly and non-discriminatorily required to the extent allowed by law.

ARTICLE 14

NON-DISCRIMINATION

14.1 The Contractors and the Union agree that they will not discriminate against any employee or applicant for employment because of race, color, ethnic group identification, national origin, ancestry, religion, gender, age, marital status, disability or AIDS/HIV status, medical conditions, sexual orientation, gender identity, domestic partner status, or status as a Vietnam-era veteran, and shall provide equal employment opportunity for all persons in all job categories of employment based only upon job-related bona fide occupational qualifications. The Unions shall cooperate with the Contractor's obligations to ensure that applicants are employed and that employees are treated during employment without regard to such status. Relevant employment actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, suspension or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved Contractor for consideration and resolution.

ARTICLE 15

APPRENTICES

15.1 The parties recognize the need to maintain continuing support of effective programs designed to develop adequate numbers of competent workers in the construction industry. To that end, the Contractors and Unions shall exert their best efforts to identify and recruit local residents, including women, the economically disadvantaged, young adults and others participating in community-based programs located within the service area of the BAHA and its member organizations in order to assist those individuals in qualifying and becoming eligible for apprenticeship programs.

15.2 The Contractors agree to employ, and the Unions agree to cooperate in furnishing, apprentices from state certified jointly administered apprenticeship programs. A properly indentured apprentice must be employed under the regulations of the craft or trade at the work of which he/she is indentured and shall be employed only for work of the craft or trade for which he/she is indentured.

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

ARTICLE 16

WAGE SCALES and FRINGE BENEFITS

16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage and fringe benefit scales contained in the applicable Schedule A agreement and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

16.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining unit on the effective date as set forth in the applicable Schedule A agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

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

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

16.5 Each Contractor shall be required to certify in writing that it has paid all wage and benefit contributions due and owing prior to receipt of its final payment and/or retention. Further, upon timely notification by a Union to the prime Contractor, the prime Contractor shall work with any Contractor that is delinquent in payment of benefit contributions or wages to assure that proper benefit and wage payments are made, to the extent of withholding otherwise due payments owed such delinquent Contractor until such payments have been made or otherwise guaranteed.

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

ARTICLE 17

HOURS OF WORK, OVERTIME and SHIFTS

17.1 Hours or Work: The work week will start on Monday and conclude on Sunday. Eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 5:30 p.m. with one-half (1/2) hour designated for lunch midway through the shift. Forty (40) hours per week, Monday through Friday, shall constitute a regular week's work. The foregoing provisions of this Article are applicable unless otherwise provided in the General prevailing Wage Determinations made by the Director of Industrial Relations pursuant to the California Labor Code. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.

17.2 Overtime: Overtime will be in compliance with the applicable General prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

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

17.3.1 If two (2) or three (3) shifts are worked, the first shift shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, the second shift shall consist of seven and one-half (1/2) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and the third shift shall consist of seven (7) hours of continuous work exclusive of a one-half (1/2) non-paid lunch period for eight (8) hours pay.

17.3.2 Shift work may be performed at the option of the Contractor(s) but, when performed, it must continue for a period of not less than five (5) consecutive working days. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight time work week shall be considered to start

with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. In the event the second or third shift of any regular work shall extend into a holiday the employees shall be paid at their regular shift rate.

17.3.3 To the extent permitted by the applicable provisions of the California Labor Code, the Contractor(s), with one week's notice to the Union(s), may establish a four (4) day per week, ten (10) hour per day work shift. The regular work week shall be from Monday through Thursday. Pay for each of these four (4) days shall be ten (10) hours at the straight time hourly rate.

17.3.3.1 Friday may be worked as a voluntary make-up day in those cases where the work is shut down due to inclement weather or an emergency situation. If a Friday is worked, the pay shall be one and one-half (1-1/2) times the straight time hourly rate for the first ten (10) hours worked. All work in excess of ten (10) hours shall be paid two (2) times the straight time hourly rate. If a sixth or seventh day is worked, the pay shall be two (2) times the straight time hourly rate.

ARTICLE 18

HOLIDAYS

18.1 Holidays will be in compliance with the applicable Schedule A agreements.

ARTICLE 19

REPORTING PAY

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

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

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

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

ARTICLE 20

TRAVEL AND PARKING

20.1 The BAHA adheres to the City and County of San Francisco Transit-First Policy under Charter Section 8A.115 which promotes travel by public transit as an economically and environmentally-sound alternative to travel by private automobile. Consistent with the Transit-First Policy, no Contractor shall provide employees with parking on or near the Project site, including staging areas. Where an applicable Schedule A agreement provides for parking reimbursement, but not for reimbursement of transit expenses, the Contractor shall make available to employees reimbursement for verifiable commute related transit expenses.

20.2 Parking reimbursement procedures established under applicable Schedule A agreements shall apply to this Project. The availability of parking will be discussed by the prime Contractor at both pre-bid and pre-job conferences.

ARTICLE 21

HEALTH AND SAFETY

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

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

21.3 This Project shall be a drug free workplace. Workers shall not possess, use, be under the influence of, provide, dispense, receive, sell, offer to sell alcohol and/or controlled substances as defined by law while on the BAHA's property. All employees and applicants for employment shall adhere to the substance testing policy of the applicable Schedule A agreement. Violation of this provision shall subject the employee to discipline up to and including termination.

ARTICLE 22

SECURITY OF MATERIAL, EQUIPMENT and TOOLS

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

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

ARTICLE 23

CALL-INS

23.1 When employees are called in to work at times other than their regularly established shift, they shall be paid not less than four (4) hours at the applicable overtime rate for that day.

ARTICLE 24

HELMETS TO HARDHATS

24.1 The Contractors and the 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. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's 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.

24.2 The Unions and Contractor(s) agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this 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 25

ENVIRONMENTAL IMPACTS

25.1 The Contractors shall conduct all work performed under this Agreement in a manner that minimizes adverse impacts to the surrounding community.

ARTICLE 26

ENTIRE AGREEMENT

26.1 The provisions of this Agreement, including the Schedule A agreements which are the local master collective bargaining agreements of the signatory unions having jurisdiction over this Project and which are listed in Exhibit B to this Agreement and incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area, and/or national agreement that may conflict with or differ from the terms of this Agreement, *except* as specifically provided for in Article 1 of this Agreement. Where a subject covered by this Agreement is also covered by a Schedule A agreement, the provisions of this

Agreement shall apply and supersede the Schedule A agreement. Where a subject is covered by the provisions of a Schedule A agreement and is not covered by this Agreement, the provisions of the Schedule A agreement shall prevail.

26.2 The parties agree that this Agreement, together with the Schedule A agreements, constitute an integrated, self-contained, stand-alone agreement, and that by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement. In addition, it is understood and agreed that all grievances and disputes involving the interpretation or application of this Agreement, including the Schedule A agreements, shall be resolved according to the procedures set forth in Article 11 of this Agreement; *provided*, however, that should a dispute involve a single Schedule A agreement and a contractor signatory thereto, and not involve the interpretation or application of this Agreement, such dispute shall be processed and resolved pursuant to the dispute resolution procedure of the applicable Schedule A agreement. Should there be a dispute as to whether the provisions of Article 11 apply or the dispute resolution procedures of the Schedule A agreement apply, then the matter shall be presented in writing initially to an arbitrator selected under Article 11 of this Agreement to resolve such issue.

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

26.3 Any other agreement or modification of this Agreement must be reduced to writing and signed by the parties.

26.4 This Agreement may be executed in counterparts, such that original signature mayh appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

26.5 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

ARTICLE 27

GENERAL SAVINGS CLAUSE

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

ARTICLE 28

DURATION OF AGREEMENT

28.1 This Agreement shall become effective on the day the BAHA awards the first contract covered by the scope of this Agreement and shall continue in full force and effect until completion of the Scope of the Project as specifically described in Article 2, Section 2.1, of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first written above.

BAY AREA HEADQUARTERS AUTHORITY

By: _____
Steve Heminger,
Executive Director

SAN FRANC ISCO BUILDING & CONSTRUCTION TRADES COUNCIL

By: _____
Michael Theriault,
Secretary-Treasurer

Signatory Unions:

Asbestos Workers Local #16

Hod Carriers Local #166

Boilermakers Local #549

Roofers Local #4081

Bricklayers Local #3

Iron Workers Local #377

Northern California Regional Council of Carpenters for and on behalf of their affiliated crafts

Laborers Local Union #261

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

Electrical Workers Local #6

Painters District Council #16

Plasterers Local #66

Sprinkler Fitters Local #483

United Association Local #38

Teamsters Local #853

Laborers Local #67

Elevator Constructors Local #8

Sign & Display Local #510

EXHIBIT A

PROJECT LABOR AGREEMENT
FOR THE
BAY AREA HEADQUARTERS PROJECT
BETWEEN THE
BAY AREA HEADQUARTERS AUTHORITY
And the
SAN FRANCISCO BUILDING & CONSTRUCTION TRADES COUNCIL
AND SIGNATORY UNIONS
AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the Bay Area Headquarters Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Labor Agreement" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

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

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

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

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

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

Dated:_____

_____
(Name of Contractor)

_____
(Authorized Officer & Title)

_____

_____
(Name of Prime Contractor or
Higher Level Subcontractor)

_____

_____
(Address)

_____
(Phone #) (Fax #)

_____
Contractor's License Number

_____
Motor Carrier Permit (CA #)

EXHIBIT B
APPLICABLE SCHEDULE "A" AGREEMENTS