

**SAN FRANCISCO COMMUNITY COLLEGE DISTRICT/
CITY COLLEGE OF SAN FRANCISCO
CONSTRUCTION
PROJECT LABOR AGREEMENT**

**Effective: January 6, 2005
(Version 1)**

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SAN FRANCISCO COMMUNITY COLLEGE DISTRICT/

CITY COLLEGE OF SAN FRANCISCO

CONSTRUCTION

PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the “Agreement”) is entered into this _____ 2004 by and between The San Francisco Community College District, its successors or assigns, and the construction contractors and subcontractors of whatever tier directly executing this Agreement or the Letter of Assent (Attachment A), (hereinafter collectively, the “Contractor” or “Contractors”) and The Building and Construction Trades Council of San Francisco (hereinafter “Council”), and the signatory craft unions (hereinafter, collectively the “Union” or “Unions”), with respect to the construction work within the scope of this Agreement owned by the San Francisco Community College District (hereinafter, the “District” or “City College”) and financed by the funds authorized pursuant to the General Obligation Bond Proposition (“Proposition A”), passed by the voters of the District on November 6, 2001, and designated for the construction or major renovation and/or rehabilitation of certain facilities within the City College of San Francisco System.

It is understood by the parties to this Agreement that if this Agreement is acceptable to the District’s Board, it will become the policy of the District that the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to be bound by the terms of this Agreement through execution of it or the Letter of Assent. The District, through its Designated Representative, on staff or under contract, shall administer this Agreement and shall monitor compliance with it by all Contractors. For purposes of this Agreement, each Contractor recognizes and appoints the District Representative as its agent, with full, independent authority to implement and administer this Agreement and, when and if appropriate or necessary, negotiate amendments to this Agreement. Together with the Union parties, the District shall be considered a “negotiating party” of this Agreement.

“Project Manager(s)” and/or “construction manager(s)” may be selected by the District on one or more campuses to oversee and/or inspect construction activity, as agents of the District. They will not be engaged in construction work, and their relationship to this Agreement, if any, will be through the District.

The Unions and all Contractors agree to abide by the terms and conditions of this Agreement, and that this Agreement, together with the Schedule A’s (pursuant to Article II, Section 4), represents the complete understanding of the parties. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement or the applicable Schedule A Agreements will be binding on any other party unless endorsed in writing by the District Representative.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who agrees to become bound hereto, without regard to

whether that successful bidder performs work at other sites on either a union or a non-union basis and without regard to whether employees of such bidder are or are not members of any union. This Agreement shall not apply to any work of any Contractor other than that on the District's construction work as specifically described in Article II of this Agreement (hereinafter the "Project" or "Project Work").

The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction.

ARTICLE I

PURPOSE

The Project is intended to increase the educational opportunities and raise student achievement through the improvement of academic learning and health and safety conditions on the campuses of the District by the development of campus facilities for students, faculty and staff, including but not limited to the construction, furnishing and equipping of classrooms, laboratories, libraries and related facilities, and the development of current or to be acquired real property to relieve overcrowding of the facilities on these campuses.

It is critical to the citizens of the District, the taxpayers, the administration, faculty and students of the District and the State of California that the Project be completed in as timely and economical a manner as possible; that the Project provide employment opportunities through outreach, education, and training for students and graduates of City College of San Francisco and outreach, education and training for students, graduates and residents of City of San Francisco; and increase business opportunities for all qualified small, local businesses within the District.

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 facilities designated as the Project, to provide the opportunities envisioned by the City College of San Francisco for the residents and businesses in the City to participate in the Project, and to enforce compliance with the established prevailing wages and benefits and working conditions of the craft workers employed on the Project. The parties recognize that the facilities are to be used for the education of the people of the City of San Francisco and that it is critical that such facilities be completed within schedule for the utilization by the faculty and students; and further recognize that a substantial part of the construction of the Project will be undertaken in or near sites and facilities being utilized by City College, and that therefore understandings and procedures must be established to minimize the interference with the ongoing implementation of the educational mission of the College and to minimize the disruption or interruption of the ongoing activities of the businesses and residents in the immediate area of the Project work site(s). 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.

In recognition of these special needs of the Project, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Project Labor Agreement, the

parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns or interruption or disruption of work and the District and the Contractors agree not to engage in any lockout; and, finally, the parties pledge that they will work together to develop, adopt, and implement processes and procedures which encourage the participation of the residents and businesses of the City on the Project.

ARTICLE II

SCOPE OF AGREEMENT

This Agreement shall apply and is limited to all construction as described in Section 1 of this Article performed by those Contractor(s) of whatever tier that have contracts awarded for such work on or after the effective date of this Agreement, with regard to the construction of the City College academic and administrative facilities, and any other construction-related activity necessary to the development of the facilities which, jointly, constitute the Project, and defined as those facilities designated by the District for construction work pursuant to the terms of the afore-referenced General Obligation Bond Proposition and listed on Attachment B, as generally described below.

Section 1. (a) The Project is generally described as and limited to:

- (i) development of the new Mission and Chinatown/North Beach campuses;
- (ii) seismic retrofitting and other improvements at the Evans Campus;
- (iii) the necessary construction work for the completion of the computer network and related technology upgrades for the College;
- (iv) construction of the Child Development Center and Student Health Services Center;
- (v) construction of a community health and wellness center;
- (vi) development of the Balboa Reservoir site and infrastructure on the site for future college expansion;
- (vii) preparation of additional land adjacent to the Ocean Avenue Campus for future college expansion;
- (viii) construction of a community performing, cultural and media art center;

including the prime contracts for such construction and all subcontracts flowing from these prime contracts, for the above work as described more specifically in parts I, II, III, V, VI, VII, VIII and X of the Summary of the Bond Proposition, dated June 6, 2001, and budgeted in excess of \$250,000,000.00.

(b) It is understood by the parties that the District may at any time and at its sole discretion determine to build segments of the Project under this Agreement which are not currently proposed, or to modify or to not build any one or more of the particular segments proposed to be covered. Should a segment of the project listed on Attachment C be withdrawn, but subsequently reauthorized for construction, it shall be built pursuant to this Agreement with mutual consent as provided for in Section I of Article XIX.

Section 2. Items specifically excluded from the scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors above the level of general foreman; staff engineers; inspectors, quality control and quality assurance personnel (provided, however, that the employees of Contractors or Sub-contractors to the Contractors performing on-site testing and inspection or surveying in employment categories ordinarily represented by a signatory union, shall be covered); timekeepers; mail carriers; clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees. Superintendents and other non-covered employees on Project work may, at their option, and with the Agreement of the involved Jointly-Trusteed Fund(s) contribute to and participate in such Fund(s).

(b) Equipment and machinery owned or controlled and operated by the District;

(c) All off-site manufacture and handling of materials, equipment or machinery not otherwise covered by Schedule A; provided, however, that lay-down or storage areas or equipment or material manufacturing (prefabrication) sites dedicated solely to the Project or Project work, and the movement of materials or goods between locations on the site, are within the scope of this Agreement;

(d) All employees of the District, District Representative, Construction Managers and Design Team (including, but not limited to, architects and engineers, or any other consultant for the District and their sub-consultants, and other employees of professional service organizations), not performing manual labor within the scope of this Agreement;

(e) Any work performed on or near or leading to or into the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors; and/or by the District or its contractors (for work which is not within the scope of this Agreement);

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

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee, provided, however, that covered employees who shall be used for such work are operating under the direction of a manufacturer's representative and in conformity with manufacturer's specifications.

(h) All work by employees of the District or its contractors involved in general maintenance, emergency repair, and/or cleaning work, except as specifically covered by this Agreement.

(i) Laboratory work for specialty testing or inspections not ordinarily performed on the Construction site by employees represented by the Signatory Unions,

Section 3. (a) The District and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or nonexistence of any agreements between such contractor and any union party, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement, should such contractor be awarded work covered by this Agreement. In making such awards of work, the District and the Contractors recognize the District's programs and goals to include small, local business enterprises as contractors or subcontractors on the Project and all parties to the Agreement should cooperate with the provisions of this Agreement and the efforts of the parties to provide such opportunities for such businesses.

(b) It is agreed that all contractors and subcontractors, of whatever tier, who have been awarded contracts for work covered by this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Agreement or of the Letter of Assent, prior to the commencement of work. A copy of the Agreement or Letter of Assent as executed by each Contractor and Subcontractor shall be provided to the Council prior to commencement of work by the Contractor or Subcontractor.

Section 4. (a) The provisions of this Agreement including the Schedule A's, which are the local Collective Bargaining Agreements of the signatory unions having jurisdiction over the work on the Project (as such may be changed from time-to-time consistent with Article XIX, Section 3) and which are 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 which may conflict with or differ from the terms of this Agreement; provided, however, that such does not apply to the NTL Articles of Agreement or to the Elevator Constructors (except, in the latter case, as provided in Attachment C). Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall apply. Where a subject is covered by the provisions of a Schedule A and not covered by this Agreement, the provisions of the Schedule A shall prevail.

(b) It is understood that this Agreement, together with the referenced Schedule A's, 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's, shall

be resolved according to procedures set forth in Article VII of this Agreement; provided, however, that should a dispute involve a single Schedule A and a contractor signatory thereto, and not involve interpretation or application of this Project Labor Agreement, such dispute shall be processed and resolved pursuant to the grievance provisions of that Schedule A. Should there be, however, a dispute in the first instance as to whether the provisions of Article VII of this Agreement or the grievance procedures of a Schedule A apply, the dispute shall be presented initially to an arbitrator selected under Article VII for resolution as to the applicable procedures. Such referral of the dispute as to the applicable procedures should be done by written submission or conference call among the parties and the arbitrator, and heard and decided in no longer than twenty (20) days of the designation of the arbitrator. Should the arbitrator hold that Article VII applies, the parties may, by mutual agreement, submit the substantive issue to the same arbitrator pursuant to the provisions of Article VII, or, absent mutual agreement, commence processing the dispute at step 1 of that Article.

Section 5. This Agreement shall only be binding on the signatory parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 6. This Agreement shall be limited to the construction work within the scope of this Agreement including, specifically, site preparation and related demolition work, and other new construction, renovation and repair work related to new or existing facilities as described in Section 1(a), above. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may be performed or contracted by the District for its own account on its property or in and around a Project construction site.

Section 7. It is understood that the liability of the Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or the District Representative and/or any Contractor.

Section 8. None of the provisions of this Agreement shall be construed to prohibit or restrict the District or its employees from performing work not covered by this Agreement on or around the construction site.

Section 9. It is understood that the District, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the District may prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of the ongoing Project work on the businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes that it may be deemed necessary, in its sole judgment, to effectively maintain its primary educational mission and to remain a good neighbor to the residents and businesses in the area of its campuses. Any operational or schedule changes shall be subject to the wage provisions in the

Schedule A's. In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the District Representative, the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this Section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provisions of Article X, Section 8, and provided, further, that such changes shall not adversely affect the level of pay or premium payments to which the employees are otherwise entitled pursuant to other provisions of this Agreement.

ARTICLE III

UNION RECOGNITION AND EMPLOYMENT

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all employees working on the Project within the scope of this Agreement.

Section 2. The Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 8 and with Article IV, Section 3, below. The Contractor shall also have the right to reject any applicant referred by a local Union, subject to any reporting pay required by Article X, Section 8.

Section 3. (a) To the extent permitted by law, the following shall apply: for signatory unions now having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, together with the procedures set forth in (c) and (d) below, as appropriate. Such job referral system will be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the Contractors to meet any and all legally applicable equal employment opportunity/affirmative action obligations.

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

(c)(i) In recognition of City College's mission to serve the City of San Francisco and the City's support for the District, the parties agree to encourage the training and employment of construction workers from among the residents of San Francisco. As part of this program, the contractors agree to request and the signatory unions agree to make a good faith effort to refer, on a priority basis, consistent with the non-discriminatory referral procedures of the hall, qualified and available residents of the City of San Francisco for work as journeymen, apprentices and/or trainees on this Project and/or into such apprenticeship and training programs as may be operated by or with the agreement of the Unions. This priority shall apply to all

requests for referrals from a hiring hall, except that, in the case of apprentice referrals, apprentices who are, or have been students of City College or successfully completed a City College sponsored construction training courses and programs, pre-apprenticeship and Joint apprenticeship programs, shall, consistent with and based on State Law and the Department of Apprenticeship Standards, and only for State approved programs, have preference before non-City College related apprentices who are residents of San Francisco.

(c)(ii) The parties agree that they will cooperate and participate in any special programs developed by or with the City College of San Francisco to assist its students and/or residents of the City with educational and training opportunities related to work being undertaken on the Project and, further, will participate in and make every good faith effort to ensure the success of employment and/or educational or training programs and of programs developed by or with the District for the utilization of small and local business enterprises located within the City.

(c)(iii) The District will monitor the efforts of the Contractors and signatory unions to meet the goals and purposes of (c)(1) and (ii) above, and through its District Representative shall maintain the necessary records with regard to referrals, employment and contracting policies with designated groups. The local union hiring halls and contractor personnel offices and contracting officials shall cooperate with this obligation.

(d) The parties also recognize and support City College's commitment to provide opportunities for participation on the Project to local residents who are regular, experienced employees (core employees) of contractors and subcontractors awarded work on this Project and who do not traditionally work under a local collective bargaining agreement(s). In furtherance of this commitment, the parties agree that such contractors and subcontractors 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, local experienced employee" meet the following qualifications:

(i) possesses any license required by state or federal law for the Project work to be performed; and

(ii) has been employed by the Contractor for at least 1000 paid work hours during the 12 months immediately preceding the Contractor's start of Project work.

In reference to the Section D (i) and (ii) above and consistent with the intent of C (i) and (ii), all parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the hall, qualified and available, and bona-fide residents of the City and County of San Francisco for project work.

As his first employee for Project work, the contractor may directly employ one of his qualifying regular, local experienced employees. His second employee shall be referred pursuant to 3(a) above. This alternating procedure shall continue until the Contractor has a maximum of **five (5)** of his regular local, experienced employees engaged in Project work. All additional employees shall be requested and referred pursuant to 3(a) above. On lay-offs, the Contractor shall reverse the alternating process.

The Contractor shall notify the appropriate Union of the name and social security number of each direct hire and each direct hire 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 (d), the District Representative, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

Section 4. In the event that a Union is unable to fill any requisition for one or more employees within forty-eight (48) hours after such requisition is made by a Contractor, or within twenty-four (24) hours in the case of replacing an employee terminated under Section 2, above, or for cause, (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants meeting the qualifications sought from any other available source as per the Schedule A. Contractor shall promptly notify the Union of any applicants hired from other sources. This provision does NOT affect core employees.

Section 5. In the event that a signatory local union does not have a job referral system as set forth in Section 3(a) above, the Contractor shall give the union equal opportunity to refer applicants.

Section 6. The Union security provisions of the applicable Schedule A 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.

Section 7. Except as provided in Article IV, Section 3, individual seniority should not be recognized or applied to employees working on the Project provided, however, that group and/or classification seniority in a Schedule A as of effective date of this Agreement shall be recognized for purposes of layoff

Section 8. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractor unless pre-empted by the Schedule A.

ARTICLE IV

UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor, security and safety rules. It is understood that because of the operational needs of the District, the limited space at certain Project sites, and issues related to health and safety of the public, the District may limit visitors to certain times or areas. Nevertheless, the District and the Contractors recognize the right of access set forth in this Section,

and such shall not be unreasonably withheld from an authorized representative of a Union.

Section 2. (a) Each signatory local union shall have the right to designate an experienced working journeyman as a steward for each shift, at each worksite location under the PLA and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working steward. Stewards will receive the regular rate of their respective crafts. Stewards shall be given reasonable time to perform their duties.

(b) In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's own Contractor and if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties, including the ability to have a private conversation with the employee(s) he/she represents.

Section 3. The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward. If a steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause and prohibited from entering or being on the job site, the appropriate Union shall be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4. Personnel of the District will be working in close proximity to the construction activities. The union agrees that the union representatives, stewards and individual workers will not interfere with such personnel, or with personnel employed by any other employer not a party to this Agreement.

ARTICLE V

MANAGEMENT'S RIGHTS

Section 1. (a) The District, the District Representative, Construction Manager(s), and the Contractor(s) have the sole and exclusive right and authority to oversee and manage operations including construction on Project work without any limitation unless expressly so stated by a specific provision of this Agreement or unless specifically preempted by Schedule A. In addition, the Contractor retains the full and exclusive authority for the management of its operations, including in particular, construction of the Project. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the work force, including, but not limited to, the

hiring, promotion, transfer, layoff, corrective action or discharge for just cause of its employees; the determination of the number of employees needed for work on the Project, provided, however, that the number and classification(s) of the employee(s) assigned to a particular task shall be undertaken consistent with the assignments/manning provisions of the applicable Schedule A established for the safety of the individuals and the maintenance and protection of the equipment they utilize; the selection of foremen; the assignment and schedule of work; and the requirement of overtime work, the determination of when it will be worked, and the number of employees engaged in such work.

(b) In addition to the above enumerated rights of the Contractor and to the rights of the District as enumerated in this Agreement, the District expressly reserves its management rights and all rights conferred on it by law. The District's rights include, but are not limited to:

(i) Inspect any construction site or facility to ensure that the Contractor(s) follow applicable safety and other work requirements;

(ii) Require the Contractor(s) to establish a different work week or shift schedule for particular employees as are reasonably required to meet the operational needs of the Project and particular locations in order to accommodate class schedule(s) where school may be in session during the periods of construction activity, or otherwise to mitigate adverse affects of the construction activity on the Community; provided, however, that such changes shall not adversely affect the wages or premium payments otherwise due the employee(s) pursuant to other provisions of this Agreement; and subject to Schedule A. All parties agree to work cooperatively in scheduling work for Mission Campus. Finally, sufficient time must be given to contractors to prepare for the aforementioned in this paragraph.

There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools, or other labor saving devices, consistent with Attachments D-1 through D-4. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as provided for in Schedule A, provided, however, it is recognized that installation of specialty items may be performed by employees employed under this Agreement with the participation of other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor or other companies, per understanding in previous Article II, Section 2 (g).

Section 1. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed

as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

ARTICLE VI

WORK STOPPAGES AND LOCKOUTS

Section 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 which serve as the basis for the Schedule As, 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 or the Project, and there shall be no lockout by the 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 Contractor or other disruption of Project Work, is a violation of this Article. The District Representative 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.

Section 2 All rehabilitation as well as other work not performed under this agreement as per bond Measure shall not be subject to Section 1 above.

Section 3 (a) If a Contractor contends that any Union has violated this Article, Section 3 of Article VIII, or the provisions of Article XIX, Section 4, it will notify in writing the Secretary-Treasurer of the Council, the Senior Executive of the involved Union(s), and the District Representative. 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.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the District Representative setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 4. The District Representative shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 4 Any party, including the District, which the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the District Representative, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 1, above, or Section 3 of Article VIII, or Section 4 of Article XIX is alleged:

(a) The party invoking this procedure shall notify **[IMPARTIAL ARBITRATOR]**, selected by the negotiating parties, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, he/she 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 telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her 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 Executive Secretary and the Senior Official(s) as required by Section 3(a), above.

(c) 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 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.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, of Section 3 of Article VIII, or Section 4 of Article XIX, 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 6, 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) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

(e) 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 4(d) 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 (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.

(f) 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.

(g) The fees and expenses of the arbitrator shall be equally divided between the party or parties initiating this procedure and the respondent party or parties.

Section 5. The District Representative is a party in interest in all proceedings arising under this Article and Articles VII and VIII and shall be sent contemporaneous copies of all notifications required by these Articles, and, at its option, may participate as a full party in any proceeding initiated under these articles.

Section 6. If the arbitrator determines in accordance with Section 4(d) above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the Project to immediately return to work. If the craft(s) 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(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the District, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines in accordance with Section 4(d) above that a lock-out has occurred, the respondent Contractor(s) 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(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each 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 each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) 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 one thousand dollars (\$1,000.00) nor more than fifteen thousand dollars (\$15,000), for each shift.

ARTICLE VII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. This Project Labor Agreement is intended to provide close cooperation between management and labor. The District Representative and the San Francisco Building and Construction Trades Council, AFL-CIO, shall each assign a representative to this 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.

Section 2a 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 Master Collective Bargaining Agreement for the craft of the affected employee. No employee working on the Projects shall be disciplined or dismissed without just cause.

Section 2b. Employees may be disciplined or discharged only for just cause.

Grievances involving discharge or discipline of employees may be resolved through the grievance and arbitration procedures of the applicable Schedule A if the collective bargaining parties agree to use that procedure in lieu of the grievance procedure contained in this Agreement.

Section 3a. All project labor disputes solely involving the application or interpretation of a master collective bargaining agreement (“Schedule A”) to which a signatory Contractor\Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the master collective bargaining agreement. All disputes relating to the interpretation or application of this Project Labor Agreement shall be subject to resolution through the grievance and arbitration procedure set forth herein.

Section 3b. The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Project Labor 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) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 3 may be extended by mutual agreement (oral or written) of the parties.

Section 4. Grievances arising out of Section 3a and 3b above 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 Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved contractor\employer 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.

Step 2: 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 submit it within three (3) business days to the Joint Administrative Committee (which would be composed of 3 representatives from the SFBCTC; 2 representatives from the College District; and one representative of the Contractor), which shall meet within five (5) business days after each referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 2, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. The arbitrator shall be selected by the alternate striking method from a list of seven (7)

Northern California labor arbitrators obtained from the American Arbitration Association.

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.

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.

The time limits specified in any step of the Grievance Procedure set forth in Section 4 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. However, 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 grievance without prejudice, or without precedent to the processing of and\or resolution of like or similar grievances or disputes.

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 VIII

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 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.

Section 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.

Section 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.

Section 4. As provided in Article XVI, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work at all tiers, at which conference all jurisdictional assignments will be announced. The Council and the District Representative shall be advised in advance of all such conferences and may participate if they wish.

ARTICLE IX

WAGES AND BENEFITS

Section 1. (a) All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications pursuant to the applicable Schedule A.

(b) Should there be an issue or dispute as to whether the provisions of the Prevailing Wage Law and/or regulations applicable to this Project are being followed by a Contractor, the District, through a Certified Labor Compliance Program, shall promptly have such matter investigated and resolved pursuant to the provisions of the Program and the prevailing wage laws and regulations.

Section 2. (a) Contractor shall pay contributions to the established employee benefits funds in the amounts designated in the appropriate Schedule A on behalf of all covered employees and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on this Project. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XIX, Section 3 of this Agreement. This provision, however, does not prohibit contractors signatory to the local collective bargaining agreements of the signatory unions from making contributions to other funds as set forth in those local agreements.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds for his employees. The

Contractor authorizes the parties to such Trust Funds 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.

(c) At all times while working under this Agreement, the Contractor is obligated to make compensation and benefit payments to or on behalf of the employee in a total amount no less than required by the applicable prevailing wage.

(d) Each Contractor and subcontractor 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 District Representative, the District Representative shall work with the prime Contractor or subcontractor who is delinquent in payments of benefit contributions or wages to assure that proper wage and benefit payments are made, to the extent of withholding otherwise due payments owed such Contractor or Sub-Contractor until such payments have been made or otherwise guaranteed.

Section 3. All employees covered by this Agreement shall be paid no later than the end of their work shift each Friday, and shall be paid by check. No more than three (3) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

Section 4. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skill shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination and/or pre-empted by Schedule A.

ARTICLE X

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

Except for areas where Schedule A addresses the following subjects, the following provisions shall apply:

Section 1. Work Day and Work Week. Eight (8) hours per day between the hours of 6:00 A.M. and 6:00 P.M., plus one-half (1/2) hour unpaid lunch, approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The normal work week will start on Monday and conclude on Friday; with the pay week starting on Monday and concluding on Sunday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday work schedule.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor)

performing their assigned functions until quitting time as per the existing practices of individual crafts. Sufficient time shall be allowed for clean-up pursuant to the applicable Schedule A or craft practice. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 3. Overtime. Overtime shall be paid in accordance with the requirements of the applicable Prevailing Wage Determination and/or the applicable Schedule A Agreements. There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. There shall be no pyramiding of overtime pay (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 4. (a) Shifts. Shift work may be performed at the option of the Contractor(s) in a manner consistent with the Schedule A(s).

(b) Because of operational necessities, the second and/or third shifts may, at the District's direction, be scheduled without the preceding shift(s) having been worked, provided, however, that such changes shall not adversely affect the wages or premium payments otherwise due the employees pursuant to other provisions of this Agreement. It is recognized that the District's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or as specified in the District's bid specifications, Contractor shall give the affected union(s) at least three (3) days notice of schedule changes.

Section 5. Holidays. Holidays for such craft shall be those recognized in the applicable Schedule A.

Section 6. (a) Reporting Pay. Reporting pay for each craft shall be that contained in the applicable Schedule A. Whenever 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 earlier by the principal supervisor of the Contractor(s) or his designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes in each to the Contractor.

(b) When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XII, Section 3, the employee shall be paid only for the actual time worked.

Section 7. Call Out Pay. When an employee has completed his scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, he shall receive pay at the appropriate overtime rate for actual hours worked with a minimum guarantee of the wage equivalent of four (4) hours' pay at the employee's straight time rate. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

(b) Rest Period. The Contractors shall allow the employees to take appropriate rest periods at their work location in a manner consistent with any applicable law and/or regulation.

ARTICLE XI

APPRENTICES

Section 1. (a) The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the obligation to capitalize on the availability of the local workforce within the community served by the City College of San Francisco and to recruit and encourage the participation of City College students and graduates and residents of the City of San Francisco in the construction industry. To these ends, the parties will support the construction training courses, programs, pre-apprenticeship and joint apprenticeship programs in which they participate and which are certified by the State of California, and will facilitate and encourage CCSF students and graduates and residents of the City of San Francisco to commence and progress in such apprenticeship programs.

(b) Each contractor or subcontractor performing work covered by this Agreement shall employ on its regular workforce at least one (1) employee or eligible CCSF Trainee who is enrolled and participating in an approved construction training course, program, pre-apprenticeship and/or Joint Apprenticeship Program serving the local residence area as soon as such contractor or subcontractor has the minimum number of employees as is established by the Department of Apprenticeship standard regulations for the participation of apprentices. Such Apprenticeships Program must have been approved by the State of California, Division of Apprenticeships Standards and shall have graduated ten (10) apprentices annually for at least the past five (5) years. This requirement applies to any craft for which the state of California, Division of Apprenticeship Standards, has approved an Apprenticeship Program. A properly indentured apprentice must be employed under the regulations of the craft or trade at which the work he or she is indentured and shall be employed only for work of the craft or trade in which he or she is registered. The referenced graduation requirement is applicable to any craft or trade not recognized by the State of California, Division of Apprenticeships Standards, as an apprenticeable occupation for more than nine (9) years prior to the effective date of this Agreement. If an apprentice is not available for referral to a Contractor when such Contractor's required to employ an apprentice pursuant to this subsection, the Contractor shall maintain an open request for such referral as long as its obligations to employ the apprentice exists. The requirement of this subsection does not relieve the Contractor and signatory Unions of the obligations contained in the remainder of this article.

Section 2. The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage permitted by the Schedule A or applicable joint apprenticeship committee. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provision(s) of the Labor Code relating to utilization of apprentices. To encourage the training and utilization of apprentices, the District shall encourage all contractors to employ apprentices when work is available for which they are qualified.

Section 3. In recognition of City College’s desire to have District-trained students employed on its Project, a subcommittee of the Labor Management Committee established pursuant to Article XVII shall be established, jointly chaired by a designee of the District Representative and a designee of the Council, to work with representatives of each signatory craft’s apprenticeship committee and of City College to establish appropriate criteria and procedures for recognition by the joint apprenticeship committees of the educational and work experience possessed by students and/or graduates of City College towards qualifying for advanced levels in the apprenticeship programs under the direction of such joint apprenticeship committees. Further, the sub-committee shall work to expand construction training courses, programs, pre-apprenticeship, and Joint Apprenticeship programs for CCSF-related individuals and for residents of San Francisco, and to develop procedures providing preference for graduates of such programs into the Joint Apprenticeship programs of the signatory Unions.

The signatory unions recognize the importance to the District of providing City College students and graduates for the opportunity to participate both in the Signatory Unions’ Apprenticeship Programs and work on the Project under this Agreement, and will cooperate fully and encouraging the establishment of such recognition by the Joint Apprenticeship Committees in which they participate. The subcommittee shall meet as necessary, at the call the joint chairs, to expeditiously facilitate the goals detailed above as soon as this Agreement becomes effective.

Section 4. The District Representative shall prepare quarterly reports on apprentice utilization and the training and employment of City College’s students and graduates, and local residents for the District. The sub-committee may review such reports and make any recommendation for improvement, if necessary, including increasing the availability of skilled Trades, and the employment of local residents, at-risk or disadvantaged individuals or other individuals who should be assisted with appropriate training for qualification for apprenticeship programs.

ARTICLE XII

SECURITY, SAFETY, PROTECTION OF PERSON AND PROPERTY

Section 1. (a) In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the District, its representatives, and/or the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the reasonable safety, security and visitor rules established by the Contractor, the District, and/or its representatives. These rules will be published and posted in conspicuous places throughout the work site. An employee’s failure to satisfy his obligations under this Section will subject him to corrective action.

(c) The parties to this Agreement shall, through the Committee(s) establish to pursuant Article XVII, review, suggest and advise with regard to the Safety and Health programs implemented on this project.

(d) Substance abuse testing procedures contained in the Schedule A's shall be applicable to work on the Project, pursuant to their terms.

Section 2. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed by an appropriate Inspector of Record, if required pursuant to California law, or otherwise at the discretion of the Contractor by individuals of its choice.

Section 3. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their basic hourly rate of pay.

Section 4. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

Section 5. Should the District institute an Owner Controlled Insurance Program (OCIP), and further, as part of that Program, request that medical care delivery and/or ADR programs be instituted under this Agreement pursuant to Section 3201.5 of the Labor Code, the representatives of the Council will meet with the District Representative and negotiate in good faith the appropriate concepts for such provisions and develop for approval by all parties the details of such program for implementation on the project.

ARTICLE XIII

NON-DISCRIMINATION

Section 1. The Contractor and 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 identify, 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 Contractors' obligations to insure 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 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.

Section 2. It is recognized that Federal, state or city governments or the District may have certain policies and commitments for the utilization of small, local business enterprises. Further, it is recognized that the District is reviewing and revising its established SLBE program to encourage participation in Project Work by those organizations in the Program, and that new commitments, not inconsistent with this Agreement, may be formulated and implemented by the District in its SLBE Program and/or as part of its implementation of AB1084. The parties shall jointly endeavor to ensure that these commitments are fully met and that any provisions of this Agreement which may appear to interfere with the utilization of such business enterprises which are qualified for work on the Project shall be carefully reviewed and adjustments made as may be appropriate and agreed upon among the parties to ensure full compliance with the spirit and the letter of the governments' or the District's policies and commitments.

ARTICLE XIV

TRAVEL AND SUBSISTENCE

Section 1. Travel expenses, travel time, subsistence allowance and/or zone rates shall be applicable to work under this Agreement as per Schedule A.

Section 2. Because there may be limited available parking space within the immediate vicinity of Project work sites, the District may require, through its representatives, that parking be restricted to (or prohibited in) certain designated areas during some or all of a work day. Parking reimbursement procedures established under applicable Schedule A's shall apply to this Project. The availability of parking will be discussed by the District Representative at both the pre-bid and pre-job conferences.

ARTICLE XV

WORKING CONDITIONS

Section 1. The District and/or its representatives shall establish such reasonable Project rules as are deemed appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at Project sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for corrective action, including discharge.

Section 2. Unless expressly permitted otherwise by the District or its representative, all employees working for Contractors signatory to this Agreement are prohibited from utilization of the public areas of District facilities, including without limitation, sanitary facilities, eating facilities and non-public parking areas.

ARTICLE XVI

PRE-JOB CONFERENCES

Consistent with Article VIII, Section 4, all work assignments shall be disclosed by the General Contractor and Sub-Contractors at a pre-job conference prior to signing of contract. The Contractor shall notify the District Representative at least two weeks before starting work under this Agreement, and the District Representative shall coordinate the scheduling of the pre-job conference with the Council, the Contractor(s) and the affected Union(s). Prime contractors are responsible either to provide the appropriate information to the affected Union(s) with regard to the assignments of work to be made by their subcontractors, and that such subcontractors directly provide such information within 48 hours or two working days, whichever comes first. The employing contractor (or subcontractor), however, will remain responsible for making the appropriate assignment(s) as required by this Agreement. Should there be any formal jurisdictional dispute raised under Article VIII, the District Representative shall be notified promptly. At the pre-job, the District Representative will review the District's employment and contracting programs and goals with the participants. Parking availability will also be reviewed with the Contractor and Unions at the pre-job conference.

ARTICLE XVII

LABOR/MANAGEMENT COOPERATION

Section 1. The parties to this Agreement will form a joint committee consisting of representatives selected by the Council and the District Representative, to be chaired jointly by a representative of each. The purpose of the Committee shall be to promote harmonious and stable labor-management relations on this Project, to insure effective and constructive communication between labor and management parties and to advance the proficiency of individuals working in the industry.

Section 2. The Committee shall meet on a schedule determined by the Committee or at the call of the joint chairs to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles VI, VII and/or VIII, or the Schedule A(s) shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The District Representative shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings with input from the Unions, the Contractors and the District. Notice of the date, time and place of the meeting shall be given to the Committee members at least three (3) days prior to the meeting. The District shall be notified of the meetings and invited to send a representative(s) to participate.

Section 3. The Committee may form sub-committees to consider and advise the full Committee with regard to safety and health issues affecting the Project, and similar

issues affecting the overall Project, including any workers compensation program initiated under this Agreement.

ARTICLE XVIII

SAVINGS AND SEPARABILITY

Section 1. All parties recognize that this Agreement and all employment pursuant to it is subject to all applicable federal and state laws and regulation, and nothing herein is intended to relieve any party or individual of their obligations under such laws and regulations. Further, it is not the intention of either the Contractor or Union parties to violate any laws governing the subject matter of this Agreement.

Section 2. The parties hereto agree that in the event any provisions of the Agreements are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by the 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 or any applicable law and the intent of the parties hereto.

Section 3. The parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.

Section 4. The occurrence of events covered by Section 1 and/or Section 2 above shall not be construed to waive the prohibitions of Article VI as they apply to ongoing Project work covered by this Agreement, unless such occurrence nullifies the intent of the parties in entering into this Agreement. Any dispute regarding the application of this Section shall be resolved pursuant to the provisions of Article VII, prior to any work disruption.

ARTICLE XIX

DURATION OF THE AGREEMENT

Section 1. Duration. This Project Labor Agreement shall be effective on _____, and shall continue in full force and effect until all work under Article II of the Agreement has been completed. This Agreement may be

extended by mutual consent of the District and the Unions for any further construction program initiated pursuant to the receipt of revenues under Proposition A as well as all future Local Bond Measures passed for the purposes of performing construction relevant to the types of craftwork performed by the affiliates of the San Francisco Building and Construction Trades Council.

Section 2. (a) Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the District by the Contractor and the District has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the District's representatives and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District or its representatives to engage in repairs or modifications required by its contract(s) with the District or the District Representative.

(b) Notice. Notice of each final acceptance received by the Contractor will be provided to the San Francisco Building Trades Council with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the District pursuant to Section 2(a) above, involving otherwise turned-over or completed facilities which have been accepted by the District, will be available from the District Representative.

(c) Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a notice from the District Representative or District saying that no work remains within the scope of this Agreement.

Section 3. Schedule A's incorporated as part of this Project Agreement shall continue in full force and effect until the contractor and/or union parties to the Collective Bargaining Agreement which are the basis for such Schedule A's notify the District Representative of mutually agreed upon changes in such Agreements and their effective date(s).

The parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the contractor under the Agreement than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the Schedule A shall be resolved under the procedures established in Article VII.

Section 4. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any other disruptive activity affecting the Project by any union involved in the negotiation of such local collective bargaining agreements and the resulting Schedule As, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations.

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

For the San Francisco Community College
District:

For the Unions:

Title:

San Francisco Building and Construction
Trades Council

For the Affiliated District Councils and/or
Locals:

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Attachment A

Letter of Assent

To be signed by all Contractors awarded work covered by the Project Labor Agreement prior to commencement of work.

[Contractor Letterhead]

City College of San Francisco

San Francisco, CA

Attn:

Re: San Francisco Community College District/City College of San Francisco Construction Project Labor Agreement-Letter of Assent

Dear Sir:

This is to confirm that [Name of Company] agrees to be party to and bound by The City College of San Francisco Project Labor Agreement effective [], 2004, as such Agreement may from time-to-time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by the Company on the Project pursuant to [Contract No. or identifying description], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing an identical Letter of Assent.

The Contractor specifically agrees and understands its obligation to pay no less than the prevailing wage required by California law and to meet its benefit obligations in a manner consistent with Article XI, Section 2. Specifically, by executing this Letter of Assent, the undersigned parties subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detail 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.

Sincerely,

[Name of Construction Company]
California State License No.:

By: []

Name and Title of Authorized Executive

cc: City College of San Francisco

[Copies of this Letter will be available for inspection or copying on request of the Union].

Attachment B

Elevators Constructors Letter

Attachment C

List of Project Work

Attachments D-1 through D-4

Letters to IBEW, SMW, UA, BAC and Carpenters re Pre-Fabrication