PROJECT LABOR AGREEMENT
FOR PROJECTS WITHIN THE
PROPOSITION “A” (2006) FACILITY
BOND PROGRAM

SAN FRANCISCO UNIFIED SCHOOL
DISTRICT

As approved by the District’s Board of Education on
June 24, 2008
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This Project Labor Agreement (hereinafter, the “Agreement” or “PLA”) is entered into this 24th day of June, 2008 by and between The San Francisco Unified School District, its successors or assigns (hereinafter “District”), The Building and Construction Trades Council of San Francisco (hereinafter “Council”), the signatory craft unions (hereinafter collectively the “Union” or “Unions”), and the construction contractors and subcontractors of whatever tier (hereinafter collectively, the “Contractor” or “Contractors” or “Contractor/Employer”), with respect to certain construction work within the scope of this Agreement owned by the District and financed by the funds authorized pursuant to the General Obligation Bond Proposition (“Proposition A”), passed by the voters of the District in 2006, and designated for the construction or major renovation and/or rehabilitation of certain facilities within the District.

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 and the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to be bound by the terms of this Agreement by submitting a bid to the District or by submitting bid(s) to Contractor(s) for that construction work. The Council shall cooperate with the District to administer this Agreement and monitor compliance with it by all Contractors. The District’s administrative obligations are as indicated herein. Together with the Union parties, the District shall be considered a “negotiating party” of this Agreement.

“Project Manager(s)” and/or “construction manager(s)” and “project inspector(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 “District Representative” will be the person so designated by 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 provisions incorporated herein by reference pursuant to Article II, Section 4, represent 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 provisions will be binding on any other party.

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").

Work on a job listed in this project labor agreement that does not derive from the original bid shall not be covered work. For purposes of this article work that derives from the original bid shall include any additional change order work that is assigned on a listed job to any contractor or subcontractor performing work under the original bid or to their subcontractors of any tier.

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 purpose of this Agreement is to define terms and conditions concerning construction labor that will be required of contractors and subcontractors who choose to bid on construction projects that are part of the San Francisco Unified School District's Proposition A 2006 Bond Program.

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.

The parties to this Agreement shall 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 District 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 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 the District, and that therefore understandings and procedures must be established to minimize the interference with the ongoing implementation of the educational mission of the District.
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 PLA, the parties agree to:

Establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances;

In recognition of such methods and procedures, the Unions agree not to engage in any strikes, sympathy strikes, work stoppages, picketing, handbilling not expressly permitted by District policy, slowdowns or other interferences with work of any kind, for any reason, or otherwise advising the public that a labor dispute exists, at the job site(s) of the Project or at any other facility of the District because of a dispute on the Projects or with a Contactor/Employer on the Projects; and

The District and the Contractors agree not to engage in any lockout; and,

The parties pledge that they will work together to develop, adopt, and implement processes and procedures that encourage the participation of the small 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 District 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 as described below.

Section 1.

(a) The Project is:

(i) The prime public work contracts remaining under Proposition A that are listed on Attachment B as it may be amended from time to time by Board action or delegated action;

(ii) All subcontracts flowing from the above-referenced prime contracts.
(b) If agreed separately in writing by the Parties, this Agreement may be extended to certain work under future local bond measures, as provided for in Article XXI Section 1 of this Agreement.

(c) 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 that are not currently proposed, or to modify or not to build any one or more of the particular segments proposed to be covered. Should a segment of the Project be withdrawn but subsequently reauthorized for construction, it shall be built pursuant to this Agreement with mutual consent of the Joint Labor/Management Committee, as provided for in Section I of Article XIX. The parties further acknowledge that conditions may require that the District combine or divide individual projects under the Proposition A 2006 Bond Program, and that this combination or division may affect the scope of the Agreement. If the District anticipates that it will combine or divide individual projects under the Proposition A 2006 Bond program, it shall convene a meeting of the Joint Labor/Management Committee prior to issuing any invitation to bid on the affected project(s). The Joint Labor/Management Committee shall determine whether or not the combined or divided projects are covered under the Agreement, and shall use Attachment B as a template in any such determination of coverage. Cost estimates and/or division of projects may not be manipulated for the purpose of avoiding coverage under this Agreement. Coverage under this Agreement of an individual project listed in Attachment B shall end when the District issues a Notice of Substantial Completion for the final phase on said project, except for "punch list" work, which shall also be covered work. The District shall provide the Council with a copy of the Notice of Substantial Completion upon its issuance.

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 any inspectors or surveyors hired by the District as contractors or subcontractors and any employees of Contractors or Subcontractors to the Contractors performing on-site testing and inspection or surveying in employment categories ordinarily represented by a signatory union, shall be covered if the Division of Labor Statistics and Research (DLSR) has established a prevailing wage for those scopes of work); 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 notwithstanding whether it is 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, ready-mix, asphalt, aggregate, sand, or other fill materials between locations on the site, and the delivery of ready-mix asphalt, aggregate, sand or other fill materials that are immediately incorporated into the construction process with no rehandling outside of the flow of construction as well as the offhauling of debris and excess fill and/or mud shall be covered by the terms and conditions of this Agreement to the extent the California Department of Industrial Relations (DIR) has determined that the workers performing that work should be paid the prevailing wage and has established such prevailing wage;

(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 the manufacturer or vendor can demonstrate by enumeration of specific tasks that the work cannot be performed by covered employees.

(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 (provided, however, that any special inspection laboratories hired by the District as contractors or subcontractors and any employees of Contractors or Subcontractors to the Contractors performing on-site special inspection or laboratory work in employment categories ordinarily represented by a signatory union, shall be covered to the extent the DIR has determined that the workers performing that work should be paid the prevailing wage and has established such prevailing wage. Each employer performing this work shall be permitted to designate any person as an employee and shall not be restricted by the dispatch procedures of the applicable union., but shall comply with Article III.3(f)(iv).

(j) Project Inspector(s), sometimes referred to as Inspectors of Record (provided that they are not performing work in employment categories ordinarily represented by a signatory
union, and that the DIR has not determined that workers performing that work should be paid the prevailing wage, and for which the DIR has not established a prevailing wage.

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 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) With regard to a Contractor that is independently signed to any Schedule A, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such Schedule A, except as specifically set forth in subsection (c) of this section. Any such subcontracting clause in a Schedule A shall remain and be fully enforceable between each craft union and its signatory Contractors, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory employers under a Schedule A, except as specifically set forth in subsection (c) of this section.

(c) If a craft union (hereafter “aggrieved union”) believes that an assignment of work on a Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union’s successful enforcement of the subcontracting clause in its Schedule A, as permitted by subsection (b) of this section, the aggrieved union may submit a claim under the jurisdictional resolution process contained in Article VIII of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of a Schedule A, as permitted pursuant to subsection (b) of this section, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the Schedule A conflicts with the jurisdictional award, the former shall be null and void ab initio.

(d) 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 Agreement. A Letter of Assent executed by each Contractor and subcontractor constitutes evidence of this fact. A copy of the Agreement or Letter of Assent as executed by each Contractor and subcontractor shall be provided to the Council and or the District within seven (7) days upon request 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 Elevator Constructors (except, in the latter case, as provided in Attachment C).

(b) Notwithstanding any other provision in this Agreement to the contrary, 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.

(c) 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. Contractors shall comply with all contractual requirements to continue work during any dispute and/or grievance.

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. 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.

Section 10. The District’s administrative, monitoring, and enforcement obligations related to this Agreement are as follows. There are also Trades Council obligations stated in this Section.

(a) The District will include wording in its bid advertisements for work covered by this Agreement that the District has implemented a PLA on the project.

(b) The District will include a copy of this Agreement or incorporate by reference this Agreement in its bid documents for work covered by this Agreement.
(c) The District will include wording in its bid form/bid proposal indicating that by submitting a bid for work covered by this Agreement, the bidder and its subcontractors are agreeing to be bound by the terms of the PLA for work on the project.

(d) If the District has a pre-bid conference or meeting on a project covered by this Agreement, the District will inform the potential bidders at that meeting of the PLA’s existence and shall field questions from the potential bidders related to the PLA.

(e) The District will seek executed Letter(s) of Assent from the successful bidder and its listed subcontractors at the same time it receives that contractor’s executed agreement, insurance information, performance and payment bond information, etc.

(f) The District will hold a post-bid, pre-job conference with the successful bidder and its listed subcontractors (“Pre-Job Conference”). The Trades Council will attend this Pre-Job Conference and will, along with the District, field questions related to the PLA. The Trades Council will also collect the names of all listed subcontractors at this time.

(g) During the project and for a reasonable time period thereafter, the District and/or its labor compliance program will cooperate with the Trades Council in the Trades Council’s efforts to monitor Contractors’ compliance with this Agreement by:

   (i) Providing access to the covered projects to the Trades Council or to other Union representatives as indicated in Article IV herein,

   (ii) Providing copies of or access to non-confidential contract documents and project documents,

   (iii) Withholding from unpaid contract funds as directed by an arbitrator(s) determination in response to a grievance arbitration as indicated herein.

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) All unions shall comply with the provisions related to “Core Employees” as indicated herein. In addition, 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 nondiscrimination. 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 including, whenever possible,

(i) Publication on local and national union websites;
(ii) Publication in union magazines, newspapers, and newsletters;
(iii) Listing on union toll-free job referral numbers; and
(iv) Direct appeal to other local unions.

(c)

(i) 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 District or successfully completed District sponsored construction training courses and programs, pre-apprenticeship and Joint apprenticeship programs, shall, consistent with and based on State Law and the Division of Apprenticeship Standards (DAS), and only for State approved programs, have preference before non-District related apprentices who are residents of San Francisco.

(ii) The parties agree that they will cooperate and participate in any special programs developed by or with the District and with the CityBuild program or another similar program as determined by the Joint Labor Management Committee to assist the District’s high school 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 provide opportunity for employment and/or educational or training programs available to, without limitation, small and local business enterprises located within the City.
(iii) The parties agree that they will cooperate in identifying or creating and in promoting programs to assist English language learners in pursuing successful careers in construction work.

(iv) The District will monitor the efforts of the Contractors and signatory unions to provide the opportunities indicated in (e)(1) and (ii) above. The local union hiring halls and contractor personnel offices and contracting officials shall cooperate with this obligation.

(d) The parties also recognize and support District’s commitment to provide opportunities for participation on the Project to individuals who are regular, experienced employees ("Core Employee(s)") of contractors and subcontractors 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 contractors and subcontractors awarded work on the Project may employ their regular experienced work force, pursuant to the procedures described below, where any such employee so designated as a Core Employee meets 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 five hundred (500) hours in the calendar year prior to commencement of work by the Contractor on the project.

The use of core employees for Contractors not signatory to one or more Schedule A agreements shall be as follows:

(e) For Prime Contractors:

(i) For project contracts to Prime Contractors up to $1,000,000.00 (exclusive of subcontracts), the Prime Contractor may directly employ its first two employees as "core employees". The third employee of the Prime Contractor shall be referred pursuant to 3(a) above. The next employee of the Prime Contractor may be a "core employee." This alternating procedure shall continue until the Prime Contractor has a maximum of five (5) "core employees." On lay-offs, the Prime Contractor shall reverse the alternating process.

(ii) For project contracts to Prime Contractors over $1,000,000.00 and not more than $2,000,000.00 (exclusive of subcontracts), the Prime Contractor may directly employ its first two employees as "core employees". The third employee of the Prime Contractor shall be referred pursuant to 3(a) above. The next employee of the Prime Contractor may be a "core employee." This alternating procedure shall continue until the Prime Contractor has a maximum of six (6) "core employees." On lay-offs, the Prime Contractor shall reverse the alternating process.
(iii) For project contracts to Prime Contractors over $2,000,000.00 (exclusive of subcontracts), the Prime Contractor may directly employ its first two employees as "core employees." The third employee of the Prime Contractor shall be referred pursuant to 3(a) above. The next employee of the Prime Contractor may be a "core employee." This alternating procedure shall continue until the Prime Contractor has a maximum of seven (7) "core employees." On lay-offs, the Prime Contractor shall reverse the alternating process.

(f) For Subcontractors:

(i) For project contracts to Subcontractors up to $1,000,000.00, the Subcontractor may directly employ its first employee as a "core employee." The second employee of the Subcontractor shall be referred pursuant to 3(a) above. The next employee of the Subcontractor may be a "core employee." This alternating procedure shall continue until the Subcontractor has a maximum of four (4) "core employees." On lay-offs, the Subcontractor shall reverse the alternating process.

(ii) For project contracts to Subcontractors over $1,000,000.00 and not more than $2,000,000.00, the Subcontractor may directly employ its first employee as a "core employee." The second employee of the Subcontractor shall be referred pursuant to 3(a) above. The next employee of the Subcontractor may be a "core employee." This alternating procedure shall continue until the Subcontractor has a maximum of five (5) "core employees." On lay-offs, the Subcontractor shall reverse the alternating process.

(iii) For project contracts to Subcontractors over $2,000,000.00, the Subcontractor may directly employ its first employee as a "core employee." The second employee of the subcontractor shall be referred pursuant to 3(a) above. The next employee of the Subcontractor may be a "core employee." This alternating procedure shall continue until the Subcontractor has a maximum of six (6) "core employees." On lay-offs, the Subcontractor shall reverse the alternating process.

(iv) To the extent permitted by applicable law, 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 Contractor shall provide, at a Union’s request, satisfactory proof of such.

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. Contactor shall promptly notify the Union of any applicants hired from other sources. This provision does NOT affect Core Employee(s) of a contractor. Notwithstanding any provision in
any Schedule A to the contrary, once hired and working on the project, no employee shall be forced to stop working for that contractor on the project because a union refers an employee.

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 terms and processes indicated in this Agreement shall control over any conflicting terms and/or processes of the Union security provisions of the applicable Schedule A, which shall otherwise apply to each employee working within the jurisdiction of that craft under this Agreement. 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 will not be recognized or applied to employees working on the Project. This Section does not apply to a Contractor’s Core Employees.

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.

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) If a signatory local union has dispatched an employee, it 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 prior to the assumption of that person’s duties as steward. That steward shall not exercise any supervisory functions. The steward shall be a working steward. A steward
will receive the regular rate of his/her respective crafts. A Steward shall be given reasonable time to perform his/her 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. A 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. 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:

(i) The hiring, promotion, transfer, layoff, corrective action or discharge for just cause of its employees;

(ii) 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 to the extent those provisions are established for the safety of the individuals and the maintenance and protection of the equipment they utilize;

(iii) The selection of foremen;

(iv) The assignment and schedule of work; and

(v) 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 the applicable Schedule A as revised by the provisions of this Agreement. 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. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as determined by the DIR, 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 Article II, Section 2 (g).

Section 2. 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, sympathy strikes, work stoppages, picketing, handbilling not expressly permitted by District policy, slowdowns or other interferences with work of any kind, for any reason, or otherwise advising the public that a labor dispute exists, at the job site(s) of the Project or at any other facility of the District because of a dispute on the Projects or with a Contactor/Employer on the Projects (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 A’s, 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/her 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.** Section 1 shall apply only to Projects under this Agreement.

**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 Gerald McKay or a mutually agreeable arbitrator selected by the negotiating parties. In the event that the chosen arbitrator is unavailable at any time, he/she shall appoint an alternate that is mutually agreeable to the parties to the arbitration. 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) a sum as liquidated damages to the District, and

(b) an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work.

Section 7. 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

(a) 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

(b) an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed.
Section 8. The Arbitrator shall retain jurisdiction to determine compliance with this Article 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 ($15,000.00), 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 2.

(a) 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.

(b) 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 3.

(a) All project labor disputes solely involving the application or interpretation of a master collective bargaining agreement (i.e., a 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.

(b) 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 shall be composed of,

Three representatives from the SFBCTC;

Two representatives from the District; and

One representative of the Contractor,

who 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

Notwithstanding any provision in this Agreement to the contrary, the following language is specifically agreed to for the resolution of any jurisdictional disputes that may arise during the construction of a Project under this Agreement.

Section 1. The Contractor shall assign work on the basis of traditional craft jurisdictional lines.

Section 2. The parties hereto agree that there shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling not expressly permitted by District policy, slowdowns or other interferences with work of any kind, for any reason, or otherwise advising the public that a labor dispute exists, because of jurisdictional disputes between signatory Unions.

Section 3. When conflicting claims for work on a Project under this agreement are submitted to a Contractor, the dispute shall be resolved pursuant to agreed upon Jurisdictional Dispute Procedures, as adopted by the National Building and Construction Trades Department, or by the Mechanical Allied Crafts (MAC, Attachment G), or by the Northern California Basic Crafts Alliance (NCBCA, Attachment H), incorporated herein respectively. It is understood by the parties that these Procedures might be amended from time to time. In the event a jurisdictional dispute arises between two or more Unions affiliated with the National Building and Construction Trades Department, such dispute shall be resolved by the procedures set forth in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry. In the event a jurisdictional dispute arises between two or more Unions affiliated with the MAC, such dispute may be resolved under the MAC Procedure. In the event a jurisdictional dispute arises between two or more Unions affiliated with the NCBCA, such dispute shall be resolved under the NCBCA Procedure. In the event a jurisdictional dispute arises between two or more unions that are not stipulated to the same jurisdictional
dispute resolution procedure, the dispute shall be handled in accordance with and resolved as described in Attachment I hereto.

**Section 4.** If any Union or Contractor fails to comply immediately and fully with a final decision rendered in any jurisdictional dispute, the Contractor or the Union shall have the immediate right to seek legal redress for that conduct including, without limitation, injunctive relief and/or damages against the party that does not comply with the final decision. In no event shall an injunction, any delay, or any dispute between a Contractor, a subcontractor, and/or a Union provide any basis for a Contractor and/or a subcontractor to have more time or more compensation to perform the work of its Contract with the District or be the basis for a claim against the District.

**Section 5.** The time limits in this Article may be extended only by mutual written agreement of the affected Contractor and the affected Unions.

**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 if those rate(s) are no more than five percent (5%) of the then applicable prevailing wage rate determined by the California DIR, in which case the then applicable prevailing wage rate shall apply.

(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.) and not to the direct and/or indirect benefit of the Trades Council and/or the applicable Union, 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/her 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 Subcontractor 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 withhold 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.

ARTICLE X.

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY

Subject to Department of Industrial Relations prevailing wage determinations, which shall control, and notwithstanding contrary language in any Schedule A, the following provisions shall apply:
Section 1. Work Week. 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. When so elected by the Contractor or the District, multiple shifts of at least five (5) days’ duration may be worked. The shifts shall operate as follows:

(i) A first or “day shift” may be worked between the hours of 7:00 A.M. and 5:00 P.M. Employees on a day shift shall receive eight (8) hours’ pay at the regular hourly rate for eight (8) hours’ work.

(ii) A second or “swing shift” may be worked between the hours of 3:00 P.M. and 1:00 A.M. Employees on a swing shift shall receive eight (8) hours’ pay at the regular hourly rate for seven and one-half hours (7½) hours’ work.

(iii) A third or “graveyard shift” may be worked between the hours of 12:00 A.M. and 8:00 A.M. Employees on a graveyard shift shall receive eight (8) hours’ pay at the regular hourly rate for seven (7) hours’ work.

(b) There shall be no requirement for a day shift when either the second or third shift is worked, provided, however, that this shall not adversely affect the wages or premium payments otherwise due the employees pursuant to other provisions of this Agreement.
(c) 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 all crafts shall be following only:

(a) New Years Day,
(b) President’s Day,
(c) Memorial Day
(d) July 4
(e) Labor Day
(f) Thanksgiving Day
(g) The Friday following Thanksgiving
(h) Christmas Day

Section 6.

(a) **Reporting Pay.** Reporting pay for each craft shall be two (2) hours pay at the regular straight time hourly rate. 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/her 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/her 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/her 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.

Section 8. **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 desire to encourage the participation of District high school 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 encourage high school students and graduates and residents of the City of San Francisco to commence and progress in such apprenticeship programs.

(b) Acceptable Apprenticeship Programs must have been approved by the State of California, DAS and shall have graduated at least 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 the work of which he or she is indentured and shall be employed only for work of the craft or trade in which he or she is registered. 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 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 District’s desire to have District-trained students employed on its Project, a subcommittee of the Labor Management Committee established pursuant to Article XIX 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 the District 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 District 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 District high school students and graduates and residents of the City 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 District high school 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 in encouraging the establishment of such recognition by the Joint Apprenticeship Committees in which they participate. The subcommittee shall meet as necessary, at the call of the joint chairs, to facilitate expeditiously the goals detailed above as soon as this Agreement becomes effective.

ARTICLE XII.

INTERNSHIP PROGRAM

Section 1. **Creation of a SFUSD Internship Program.** The Parties have agreed to create a SFUSD internship program ("Internship Program") which will be coordinated by the SFUSD- School-to-Career Department, Academics and Professional Development division funded cooperatively by the Unions, the SFUSD and other community partners, to carry out the training and employment objectives of the agreement generally and this article specifically. The overall objectives are to:

(a) Offer opportunities and skill necessary to enter post-secondary study and to pursue lifelong learning within the broader context of the building trades industry; and

(b) Develop and reinforce academic course contents standards in order to maximize career opportunities and technical competency.

Section 2. **Advisory Board.** In order to facilitate the goals of the Internship Program, the District and Council agree to allow the Construction/Pre-Engineering Advisory Board to assume the role of a steering committee that will conduct meetings as needed but at least twice during the Fall semester and twice in the Spring semester during the District academic year to assist the District in performing the following tasks:

(a) Develop the goals of the Internship Program;

(b) Plan for the presentation and content of training lectures to facilitate employable skills in the construction trades;

(c) Develop a summer schedule for training;

(d) Organize and develop summer internship positions;

(e) Assist in planning curriculum scope and sequencing;

(f) Design co-curricular activities;
(g) Identify sources for educational and financial support; and

(h) Otherwise initiate steps to carry out the goals of the Internship Program.

Section 3. **Operation of the Advisory Board.** The Advisory Board shall consist of nine (9) members, with the following make up:

(a) Three (3) members; one from the basic crafts; one from the mechanical crafts; and one from the finishing crafts.

(b) Three (3) members of the Trades Council,

(c) Three (3) members from the District, including one member who shall be from District management. The District management representative shall make recommendations to the District administration. The Advisory Board, in coordination with the District, shall develop and implement a plan for annual assessment of the goals and objectives of this Article in order to maximize the employability of the summer interns described below.

Section 4. **Annual Training Summer Sessions.** Annual summer intern training sessions developed by the Advisory Board shall be made available for qualified District students nominated by the District.

(a) **Purpose of Summer Training Sessions.** The purpose of the summer intern training sessions is to teach the interns employable skills in the construction trades and shall include classroom, office, and job visit components. The skills set to be taught by SFUSD shall, in part, include:

(i) Materials and a curriculum that identifies and teaches general employability skills as dependability, responsibility, working with other people, active listening (i.e., receiving and responding to instruction);

(ii) Organizing work tasks;

(iii) Utilizing technology;

(iv) Proper use of tools of the construction trades (taught in classroom setting); and,

(v) Practical application of skills in the construction trades.

(b) **Number of Interns.** The goal for the first summer program shall be twenty (20) internships available for students nominated by the District. For the second year of the contract, the goal for internships available shall not exceed thirty (30) internships per calendar year. For each year thereafter, the goal shall not exceed sixty (60) students per year.
(c) **Number and Scope of Training Sessions.** For the first year, the number of summer training sessions shall not be less than eight (8) in number. The scope of the training sessions, and the presenters, shall be developed by the Steering Committee. For subsequent years, the scope and presenters of the training sessions shall be hosted by the Trade Council according to the scope developed by the Advisory Board.

Section 5. **Employment of Interns.**

(a) The Trades Council shall make arrangements for Contractors working under the PLA to employ the interns recommended by the Advisory Board.

(b) The interns shall be paid no less than $10.00 per hour for the summer intern program.

(c) The interns’ employment shall be practical and relevant to the apprenticeship requirements for the building trades, with emphasis on at least five (5) major crafts selected by the Advisory Board for each year of the contract. Due to safety, prevailing wage, and related issues, the interns shall not be employed directly at the site of any of the Projects included as part of the PLA, except in job-site offices or job trailers.

Section 6. **Intern Program and Priority on California Apprenticeship Council Approved Program Apprenticeship Lists.**

(a) An intern program for construction trades careers shall be developed by the Advisory Board to help facilitate placement into a California approved apprenticeship program upon successful completion of the classroom coursework and the summer intern sessions.

(b) **Priority on Apprenticeship List.**

(i) The training and employment program of the interns shall be developed by the Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the Unions’ apprenticeship programs for those which maintain a list and direct entry for those programs where direct entry is possible.

(ii) It is recognized that the Apprenticeship Programs operate according to existing standards approved by the DAS of the State of California, DIR and the standards set forth in the collective bargaining agreements for each building trade. Therefore, in order to maximize the opportunity that graduates may achieve a priority standing on an apprenticeship list or direct entry to an apprenticeship program, the Advisory Board shall develop a plan for an annual assessment of the goals and objectives set out in this Article and in so doing, shall coordinate with the District’s School-to-Career Department representative. The annual program assessment by the Advisory Board shall follow the completion of each summer internship program.

(iii) The Trades Council shall ensure that interns who have successfully completed the Internship Program, who are recommended by the District, and who satisfy the
standards of the applicable Union’s standards as set forth in the applicable collective
bargaining agreements, shall be given the opportunity by that Union to enter into that
Union’s apprenticeship program.

ARTICLE XIII.

HELMETS TO HARDHATS

Section 1. The District, 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 Employers and Unions
agree to utilize the services of the Center for Military Recruitment, Assessment
and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to
Hardhats” program to serve as a resource for preliminary orientation, assessment
of construction aptitude, referral to apprenticeship programs or hiring halls,
counseling and mentoring, support network, employment opportunities and other
needs as identified by the parties.

Section 2. The Unions and Contractors 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 XIV.

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/her 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 XV.

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 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 that 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 XVI.

TRAVEL AND SUBSISTENCE

Section 1. Travel expenses, travel time, subsistence allowance and/or zone rates shall be in
compliance with the applicable General Prevailing Wage Determination made by
the Director of Industrial Relations pursuant to the California Labor Code.

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 XVII.

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 XVIII.

PRE-JOB CONFERENCES

All work assignments shall be disclosed by the Contractors at the Pre-Job Conference. The District Representative shall coordinate the scheduling of the Pre-Job Conference with the Contractor(s), the Trades Council and the affected Union(s). Each Contractor shall provide the appropriate information to the affected Union(s) with regard to the assignments of work to be made by its subcontractor(s) or the Contractor shall ensure that its subcontractor(s) directly provide such information within two (2) working days. The Contractor shall 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 Contractor shall be notified promptly. At the Pre-Job Conference, the Trades Council and 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 XIX.

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 XX.

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 Agreement 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. For purposes of this Article, each Contractor recognizes and appoints the District Representative as its agent, with full, independent authority to negotiate amendments to this agreement when and if appropriate or necessary.

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 District, 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 or until it is cancelled and/or terminated as allowed herein.

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 XXI.

DURATION OF THE AGREEMENT

Section 1. Duration. This Project Labor Agreement shall be effective on the date that is fully executed by the District, the San Francisco Building Trades Council, and the signatory Unions, 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, as reflected in one or more revisions to Attachment B.

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. The District’s Board of Education or the Trades Council may terminate this Agreement in whole or in
part upon reasonable written notice to the other party if the District has not yet provided notice(s) to proceed for construction of the Project(s) intended to be covered by the notice of termination, provided in the case of termination by the District that the District’s Board has authorized said termination pursuant to its policies and procedures for authorizations as they may be amended from time to time.

Section 3. To the extent incorporated into this Agreement, the Schedule A’s 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:

[Signatures]

San Francisco Unified School District

San Francisco Building and Construction Trades Council

Asbestos Workers Local 16

Boilermakers Local 549

Bricklayers Local 3

Carpenters Local 22
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<tr>
<th>Local Union</th>
<th>Signature</th>
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<td>Carpenters Local 2236</td>
<td>George L. Brown</td>
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<td>Elevator Constructors Local 8</td>
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<td>Operating Engineers Local 3</td>
<td>Painter and Allied Trades District Council 16</td>
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<td>Piledrivers Local 34</td>
<td>Plasterers Local 66</td>
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<tr>
<td>Plumbers &amp; Pipefitters Local 38</td>
<td>Roofers Local 40</td>
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<td>Sheet Metal Workers Local 104</td>
<td>Sign and Display Local 510</td>
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<tr>
<td>Sprinkler Fitters Local 483</td>
<td>Teamsters Local 853</td>
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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]

District
San Francisco, CA
Attn:

Re: San Francisco Unified District/District 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 District Project Labor Agreement effective [ ], 2008, 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 IX, Section 2. Specifically, by submitting a bid to the District or by submitting bid(s) to Contractor(s) for that construction work, 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.

The Contractor specifically agrees and understands its obligations to comply with and provide opportunities as indicated in the “Internship Program” provisions in the Project Labor Agreement.

Sincerely,

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

By: [ ] Name and Title of Authorized Executive

cc: District [Copies of this Letter will be available for inspection or copying on request of the Union].
Attachment B
Project List

Sutro Elementary School/CDC Modernization
New Traditions Elementary School Modernization
Cleveland Elementary School Modernization
Lawton Elementary School Modernization
Lakeshore Elementary School Modernization
San Miguel Childcare Development Center Modernization
Herbert Hoover Middle School Modernization
Luther Burbank Middle School Modernization
Aptos Middle School Modernization
Grattan Elementary School Modernization
Alamo Elementary School Modernization
Dr. George Washington Carver Elementary School Modernization
John Muir Elementary School Modernization
Fairmont Elementary School Modernization
Twenty-First Century Elementary School Modernization (W. Brown)
Sunset Elementary School Modernization
Downtown High School Modernization (Formerly ISA)
Golden Gate Elementary School Modernization (Creative Arts)
Cabrillo Elementary School Modernization
Buena Vista Elementary School Modernization
District Administration Building Modernization (Not IT Relocation)
Sanchez Elementary School Modernization
Commodore Stockton Childcare Development Center Modernization
Alice Fong Yu Elementary School Modernization
Rooftop Elementary School Modernization (Burnett Campus)
Spring Valley Elementary School Modernization
Burnett Childcare Development Center Modernization
Newcomer High School Modernization
John Swett Elementary School Modernization
Presidio Childcare Development Center Modernization
Noriega Childcare Development Center Modernization
Raoul Wallenberg High School Modernization
Hilltop High School Modernization / RAP (2730 Bryant St.)
Dr. Martin Luther King Middle School Modernization
Francis Scott Key Elementary School Modernization
William De Avila Elementary School Modernization
Dr. William Cobb Elementary School Modernization
Glen Park Elementary School Modernization
22nd St. Campus Modernization (Edison Charter)
1350 7th Ave. Campus Modernization (Newcomer)
1430 Scott St. Campus Modernization (Gateway / Kipp)
Francisco Middle School Modernization
Guadeloupe Elementary School Modernization
MEMORANDUM OF UNDERSTANDING

Notwithstanding any provision to the contrary, this will confirm that work covered by the Project Labor Agreement for Projects within the Proposition “A” (2006) Facility Bond Program, San Francisco Unified School District, within the craft jurisdiction of the Elevator Constructors, will be performed under the terms of the Master Agreement of the International Union of Elevator Constructors, except that Article VI Work Stoppages and Lockouts, and Article VIII Work Assignments and Jurisdictional Disputes will apply to such work.

International Union of Elevator Constructors, Local 8

San Francisco Unified School District

San Francisco Building and Construction Trades Council
May 22, 2008

John O’Rourke
Business Manager
IBEW Local 6
55 Filmore Street
San Francisco, CA 94117

Re: San Francisco Unified School District Project Labor Agreement for Projects within the Proposition “A” 2006 Facility Bond Program
Article II, Section 2 and Article V, Section 1

Dear Mr. O’Rourke:

This will confirm the understanding reached during the negotiation of the captioned project labor agreement (PLA) concerning the use and installation of prefabricated or preassembled components or materials falling within the jurisdiction of the IBEW Local 6 (“Union”). We agree that the provisions of Article II, Section 2(c) (“Scope of Agreement”) and Article V, Section 1(b)(ii)(second paragraph) of the PLA, which generally prohibit any limitation or restriction upon a contractor’s choice and utilization of prefabricated or preassembled equipment or materials will not supersede the fabrication provisions of your Union’s collective bargaining agreement (Schedule A) as to any work covered by the PLA.

As you know from the negotiations of the PLA, if fabrication work recognized by this letter as customarily the work of Union members is to be done off-site, this work will be performed in shops or at off-site assembly yards consistent with the Schedule A and employing workers whose terms and conditions of employment are equal to or exceed those established in the area under the prevailing wage laws for employees represented by the Union, unless such work is otherwise performed pursuant to the provisions of this letter.

The Union recognizes that the timely completion of the Project is vital to the District and the community it serves. Therefore, if the nature of the work, the Project schedule, or contracting circumstances make it necessary to obtain fabrication outside the geographical jurisdiction of the Union or under conditions different than those described herein, the Union agrees to cooperate in accommodating the reasonable needs of the Project. The Joint Administrative Committee shall discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The Union shall not unreasonably withhold its consent to such accommodations and the Union agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties shall make every effort to keep an open channel of
communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

We trust that this letter accurately states the terms of our understanding. If you agree, please indicate your acceptance by executing the enclosed copy of this letter on behalf of the Union in the space provided, and return the executed copy to me at your earliest convenience.

Sincerely,

David L. Goldin A.I.A.
Chief Facilities Officer
San Francisco Unified School District

Agreed and accepted the __7th__ day of __May__, 2008, on behalf of IBEW Local 6.

Print Name: John J. O'Rourke

Signature: John J. O'Rourke
May 22, 2008

Larry Mazzola, Sr.,
Business Manager
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry,
Local Union No. 38
1621 Market St.
San Francisco, CA 94103

Re: San Francisco Unified School District Project Labor Agreement for Projects within the Proposition “A” 2006 Facility Bond Program
Article II, Section 2 and Article V, Section 1

Dear Mr. Mazzola,

This will confirm the understanding reached during the negotiation of the captioned project labor agreement (PLA) concerning the use and installation of prefabricated or preassembled components or materials falling within the jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local Union No. 38 (“Union”). We agree that the provisions of Article II, Section 2(c) (“Scope of Agreement”) and Article V, Section 1(b)(ii)(second paragraph) of the PLA, which generally prohibit any limitation or restriction upon a contractor’s choice and utilization of prefabricated or preassembled equipment or materials will not supersede the fabrication provisions of your Union’s collective bargaining agreement (Schedule A) as to any work covered by the PLA.

We trust that this letter accurately states the terms of our understanding. If you agree, please indicate your acceptance by executing the enclosed copy of this letter on behalf of Plumbers and Pipefitters Local 38 in the space provided, and return the executed copy to me at your earliest convenience.

Sincerely,

David L. Goldin A.I.A.
Chief Facilities Officer
San Francisco Unified School District

an equal opportunity employer
Re: United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local Union No. 38
San Francisco Unified School District Project Labor Agreement for Projects within the Proposition “A” 2006 Facility Bond Program, Article II, Section 2 and Article V, Section 1

Agreed and accepted the 28th day of May, 2008, on behalf of United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local Union No. 38.

Print Name: **Larry Mazzola**

Signature: **Larry Mazzola**
May 22, 2008

Bruce Word
Business Manager
Sheet Metal Workers’ International Association, Local Union No. 104
2610 Crow Canyon Road, Suite 300
San Ramon, CA 94583

Re: San Francisco Unified School District Project Labor Agreement for Projects within the Proposition “A” 2006 Facility Bond Program
Article II, Section 2 and Article V, Section 1

Dear Mr. Word,

This will confirm the understanding reached during the negotiation of the captioned project labor agreement (PLA) concerning the use and installation of prefabricated or preassembled components or materials falling within the jurisdiction of Sheet Metal Workers’ International Association, Local Union No. 104 (“Union”). We agree that the provisions of Article II, Section 2(c) (“Scope of Agreement”) and Article V, Section 1(b)(ii)(second paragraph) of the PLA, which generally prohibit any limitation or restriction upon a contractor’s choice and utilization of prefabricated or preassembled equipment or materials will not supersede the fabrication provisions of your Union’s collective bargaining agreement (Schedule A) as to any work covered by the PLA.

We trust that this letter accurately states the terms of our understanding. If you agree, please indicate your acceptance by executing the enclosed copy of this letter on behalf of Sheet Metal Workers Local 104 in the space provided, and return the executed copy to me at your earliest convenience.

Sincerely,

[Signature]

David L. Goldin A.I.A.
Chief Facilities Officer
San Francisco Unified School District
Page 2 of 2: Signature Page

Re: Sheet Metal Workers’ International Association, Local Union No. 104
San Francisco Unified School District Project Labor Agreement for Projects within the
Proposition “A” 2006 Facility Bond Program

Agreed and accepted the 20 day of June, 2008, on behalf of Sheet Metal Workers’
International Association, Local Union No. 104.

Print Name: Bruce Word

Signature: ____________________________

311713_1
Attachment G

Jurisdictional Dispute Procedures -- Mechanical Allied Crafts

Mechanical Allied Crafts Work Assignment Procedures

The Mechanical Allied Crafts (MAC) Unions are committed to the principle that there shall be no work disruptions on any MAC designated project and that any disputes involving work assignments among MAC Unions will be resolved expeditiously and, if possible, before the work begins. To this end, MAC Unions have formed Joint Jurisdictional Committees to resolve any outstanding issues and update, if necessary, existing jurisdictional agreements. MAC Local Unions are also engaging in direct and continuing consultations to resolve jurisdictional issues at the local level. The goal is to alleviate work assignment issues among the MAC Unions by having MAC Local Unions establish written work assignment practices within their geographic region that can serve as a roadmap for contractors on MAC designated projects.

The MAC Unions recognize the need for a mechanism to expeditiously resolve jurisdictional issues in the event that two or more MAC Unions are unable to resolve a particular matter. The MAC Unions have adopted the following procedures that will only apply to jurisdictional disputes between or among MAC Unions and their Local Unions on MAC designated projects where the contractor responsible for the work in question has agreed to be bound by these procedures by signing below indicating agreement and acceptance of these procedures. Work assignment disputes involving Unions not part of MAC or on projects not designated as MAC projects may not be resolved through these procedures.

1. Work assignments are the sole responsibility of the contractor that directly hires the craft workers and is responsible for the performance of the work.

2. For each MAC designated project, the contractor(s) shall conduct a pre-job meeting. At the pre-job meeting, each contractor will present their intended work assignments. In the event that a contractor makes a work assignment that is contrary to an established local area assignment practice that has been agreed to in writing by the MAC Local Unions, the contractor's assignment shall be changed to the agreed upon local area assignment practice provided that:

(a) Any Local Union to which an assignment change is made must demonstrate that it can refer in a timely manner, competent craft workers who can safely and efficiently perform the work tasks in question. The Local Union may be required to
provide proof of necessary journeyperson certifications, safety training and similar qualifications.

(b) In the event that a work assignment change is implemented, the contractor shall not be required to become a signatory to an area-wide collective bargaining agreement to which the contractor is not currently a party. The MAC Local Unions agree that in such instance the Local Unions will supply the required craft workers to the contractor provided the contractor agrees in writing to abide by the terms of the applicable collective bargaining agreement but only for the MAC project.

(c) Any arrangements agreed upon to allow for inter-union supply of workers during periods of worker shortages affecting some of the MAC Local Unions will not be precedent setting for future work assignments.

3. Any disagreement regarding a work assignment may be submitted for resolution to the MAC permanent Mediator/Arbitrator by any MAC Local Union or contractor. The MAC Mediator/Arbitrator will schedule a hearing in the location of the disagreement within three working days of receipt of the request. The hearing process shall be as follows:

(a) The parties in disagreement will have an opportunity to present their respective positions. Each party will complete its presentation within one half-hour. Each party will have fifteen minutes for rebuttal.

(b) Upon conclusion of the presentations and rebuttals, the Mediator/Arbitrator will conduct a mediation conference with the parties in an attempt to arrive at a mutually satisfactory resolution. The mediation effort will not exceed two hours.

(c) In the event that mediation is not successful, the Mediator/Arbitrator shall have full authority as Arbitrator to render a final and binding decision. In rendering his decision, the Arbitrator shall apply the criteria set forth in Article V, Section 8, of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or the criteria set forth in any successor plan adopted in the future by the Building and Construction Trades Department. The decision will be in writing and served upon the parties via e-mail within three working days from the close of the hearing. The decision will not require an opinion.

(d) The fees and expenses of the Mediator/Arbitrator shall be borne equally by the parties if the matter is resolved during mediation or by the losing party or parties, as designated by the Mediator/Arbitrator, if the matter is decided by the Mediator/Arbitrator. To ensure prompt payment, MAC will pay the Mediator/Arbitrator directly but the responsibility to pay the fees and expenses will remain the responsibility of the applicable MAC Local Union(s) and/or contractor, which will reimburse MAC within ten days of receipt of the request for reimbursement.
4. Agreements reached during mediation and decisions of the Mediator/Arbitrator shall be final, binding and conclusive on the MAC Local Unions and contractors involved on the particular MAC project where the disagreement arose and neither the MAC Unions not the contractor may seek to resolve the matter in any other forum.

Signed this \_9th\_ day of \_January\_ 2007

\underline{Jillie P. White}
United Association of Plumbers, Pipefitters & Sprinklerfitters

\underline{Michael J. Madera}
International Association of Sheet Metal Workers

\underline{James D. Morris}
International Association of Heat and Frost Insulators & Asbestos Workers

\underline{Edward J. Cole}
International Brotherhood of Electrical Workers

\underline{Joseph J. Kent}
International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers

\underline{Don E. Black}
International Union of Elevator Constructors
ARTICLE XIII

RESOLUTION OF JURISDICTIONAL DISPUTES

The Northern California Basic Craft Alliance agrees that in order to further the best interests of our respective memberships and to further the interests of the construction industry, jurisdictional disputes and conflicts will be solved by the Basic Craft Alliance. In furtherance of those aims, the Basic Crafts Alliance agrees to the following:
1. In the first instance, jurisdictional assignments and conflicts are to be resolved by this body, not the Employers, not the Associations, not the NLRB, not the DIR. Thus, any conflicts regarding such matters of work assignments or jurisdiction shall be resolved by the BCA. Such matters will not be addressed through the respective Union’s grievance procedures nor through the filing of grievances, unfair labor practice charges, complaints to the DIR, or other litigation. Nor will any member Union seek to secure any other Basic Craft Alliance Union’s traditional work by seeking a determination from the DIR. Neither will any Basic Craft Alliance Union assist any contractor or association in filing such actions, or seeking such determination.

No Basic Craft Alliance member shall undermine or seek to undermine the contractual rate or prevailing wage determination for any classification or type of work.

No Basic Craft Alliance member shall utilize pre-job conferences, project labor agreements, or any other opportunity to dilute or alter this jurisdictional agreement, or secure the work traditionally performed by another BCA member.

2. Where a conflict or question arises concerning jurisdiction, or work assignment, it shall immediately be referred to the BCA Executive Board. They will promptly resolve the matter on a unanimous basis, based upon area practice, agreement between the parties, and the “Green Book” of Jurisdictional Decisions. If they are unable to reach a unanimous decision, the matter will be immediately referred to an agreed upon third party for his/her expedited decision, which shall be final and binding. Such decisions will be private between the parties and shall not constitute precedent. Attorneys will not be used in resolving jurisdictional disputes under this agreement.

3. No member of the BCA or their constituent Locals shall see or enter into any vertical agreement or wall to wall agreement, or specialty agreement that crosses craft lines involving construction work after 1/1/04. Existing Vertical Agreements will be honored until such time as they can voluntarily be converted to traditional craft agreements. In order to have the BCA acknowledge such pre-existing vertical agreements, they must be identified and presented to the other BCA members when this Basic Craft Alliance Agreement is executed.

4. In order to guide the parties, the following jurisdictional guidelines will be employed. They are subject to interpretation and change at any time by unanimous agreement of the three members of the BCA.

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Project Labor Agreement (PLA) – San Francisco Unified School District & San Francisco Building and Construction Trades Council
A. **Portable Tower Cranes**

If the use of such equipment is incidental to the construction of a building and utilized for 1-2 hours per shift, it may be operated by a member of the NCCRC.

If such equipment is utilized exclusively to lift carpentry materials, it may be operated by a member of the NCCRC.

Where such equipment is utilized to service multiple crafts, utilized for a full day or has a cab or seat, it is to be operated by a member of OE3.

B. **Bob Cats (or “Skid Steer”)**

Bob Cat equipment, if utilized inside the building on a construction project, may be operated by members of the NCDCL.

Generally, when such Bob Cat equipment is used outside the building, it will be operated by a member of OE3. If Bob Cats are utilized as loaders and/or graders, or as Backhoes, they will be operated by members of OE3.

However, when Bob Cat equipment is incidental to the work of laborers, e.g. for demolition, it may be operated by a member of the NCDCL. In addition, if Bob Cats are utilized whether inside or outside with attachments traditionally used to perform laborer’s work, they may be operated by a member of the NCDCL. In no event, however, will the assignment of such work to a laborer be permitted to dilute prevailing wages.

C. **Drilling**

Any dispute regarding specific drilling equipment shall be resolved in the first instance by job site inspection by the Executive Board or their designees.

D. **Forklift and Related Equipment**

Forklifts utilized exclusively to support the work of the carpenter may be operated by a member of NCCRC.

Forklifts utilized exclusively to support the work of the laborer, may be operated by a member of the NCDCL.

Forklifts utilized to support multiple crafts shall be operated by a member of OE3. Where the job site has multiple forklifts tending multiple crafts, the first forklift on the site will be manned by a member of OE3.
If the forklift is used for hoisting or with a bucket, it is to be operated by a member of OE3.

If the forklift is to be utilized for construction cleanup, it may be operated by a member of the NCDCL.

Dated: 2-20-04

NORTHERN CALIFORNIA
CARPENTERS REGIONAL COUNCIL
and its CONSTITUENT LOCAL UNIONS

By: [Signature]
Robert Alvarado, Executive Officer

Dated: 2/20/04

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 3

By: [Signature]
John Bonilla, Business Manager

Dated: 2/20/04

NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS, and its
CONSTITUENT LOCAL UNIONS

By: [Signature]
Jose Moreno, Business Manager
Attachment I

Jurisdictional Dispute Resolution Procedure – Appendix G of the SFUCC WSIP PLA

In the event a jurisdictional dispute arises while the parties are attempting to negotiate an alternative resolution mechanism either party may refer the jurisdictional dispute to the General Presidents of the affected unions, and if the General Presidents cannot resolve the dispute within five (5) business days of the dispute being referred to them for resolution, the dispute shall be resolved as follows:

The Panel of Permanent Arbitrators shall be composed of: John Kagel, Gerald McKay, Thomas Angelo, Robert Hirsch and Thomas Pagan. The Arbitrator shall be selected by alternately striking the names of Arbitrators from the list of five (5) permanent Arbitrators. Each craft shall have three (3) days to cross off the names of two Arbitrators. If a party does not respond, this means any Arbitrator is acceptable. The remaining Arbitrator shall serve as the Arbitrator who shall hear the dispute on an expedited basis and resolve the dispute. The Arbitrator shall render his decision within three (3) days of the hearing.

In rendering his decision, the Arbitrator shall determine:

1. First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;

2. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.

3. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

4. The Arbitrator shall comply with the Code of Professional Responsibility for Arbitrators of Labor Management Disputes jointly adopted by the National Academy of Arbitrators, the American Arbitration Association and the Federal Mediation and Conciliation Service. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator’s decision shall only apply to the job in dispute.
5. Unabrogated agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.

6. The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

7. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties.

8. **ENFORCEMENT**

   A. If the claims of the challenging trade are upheld in the decision of the Arbitrator, and work onsite is being performed on the eighth calendar day after the issuance of that decision, the assigned trade shall cede the work in question to the challenging trade and withdraw its members from said work, and the affected Employer shall employ members of the challenging trade on said work. This shall be termed the effective date of the decision. If the eighth calendar day after the issuance of said decision falls on a weekend or on a holiday, the effective date shall be the next working day. Holidays shall include and be limited to New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

   The Arbitrator shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision. The prevailing party in any enforcement proceeding shall be entitled to recover its reasonable costs and attorney fees from the non-prevailing party. In the event the Arbitrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatever reason, the non-prevailing party shall bear all reasonable costs, attorney fees, and any other expenses incurred by the Arbitrator in those proceedings.