

**MARIN GENERAL HOSPITAL  
REPLACEMENT BUILDING PROJECT**

**PROJECT STABILIZATION AGREEMENT**

This Project Stabilization Agreement (“Agreement”) is made and entered into by and between the Marin Healthcare District (“Owner”), together with its designated Construction Manager/General Contractor (“CM/GC”) and subcontractors at all tiers (all of whom, including the CM/GC, are collectively referred to as “Contractors”), who shall become signatory to this Agreement by signing the “Agreement To Be Bound” attached hereto as Exhibit B, and the Marin County Building & Construction Trades Council (“Council”) and its affiliated local unions who have executed this Agreement (referred to individually as “Union” and collectively as “Unions”) for the construction work specifically described and defined in Section 2.1 of this Agreement.

**Recitals**

WHEREAS, the Marin Healthcare District is a local healthcare district organized pursuant to the Local Healthcare District Law (Health and Safety Code, Division 32) and is the owner of Marin General Hospital located at 250 Bon Air Road, in unincorporated Marin County, California; and

WHEREAS, the Owner is proposing to undertake the Hospital Replacement Building Project described in Section 2.1; and

WHEREAS, the timely and successful completion of the Project is important to the Owner; and

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

WHEREAS, large numbers of workers in the various construction trades and crafts will be required in the performance of the construction work for the Project and many of the workers may be represented by the Unions affiliated with the Council and those building trades unions that are not affiliated with the Council; and

WHEREAS, each of the Unions is party to a multi-employer collective bargaining agreement that covers the geographic area of the Project (“Schedule A Agreement”); and

WHEREAS, the Schedule A Agreements of the Unions are identified in Exhibit C to this Agreement and incorporated herein by reference; and

WHEREAS, it is important to the successful completion of the Project that a sufficient supply of skilled craft workers be available; and

WHEREAS, the Owner, Contractors and Unions recognize and agree that one of the primary purposes of this Agreement is to avoid the tensions that may arise on the Project if union and non-union workers work side-by-side thereby creating the potential for labor disputes that could delay completion of the Project; and

WHEREAS, the interests of the Owner, the Contractors, the Unions and their members and the general public would be best served if the construction work proceeds continuously in an orderly, safe, efficient and economical manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lobbying, slowdowns or other interferences with the construction work; and

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

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

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

WHEREAS, the Contractors and Unions desire to provide for effective, prompt and fair dispute resolution procedures for all types of disputes that may arise under this Agreement and for the effective enforcement of the rights and obligations set forth in this Agreement; and

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

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

## **ARTICLE 1**

### **PURPOSE**

- 1.1 It is critical to the Owner and the community it serves that this Project be completed in as timely and economical manner as possible. The parties to this Agreement acknowledge that large numbers of skilled and trained workers of various

construction trades will be required in the performance of the Project, and that on a project of this size, with multiple contractors and crafts on the job site at the same time, the potential for work disruption is substantial. It is the purpose and intent of the parties to this Agreement to make every cooperative effort to achieve the timely, safe, and economical construction of the Project and to assure access of the Owner and the Contractors to the skilled and trained workers represented by the Council and Unions. The parties further recognize and agree that the Project must be undertaken in a spirit of labor harmony, peace and stability, with the utilization of skilled labor under fair and safe working conditions without disruption or disputes. The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and, in so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction and to secure optimum productivity, on-schedule performance and the Owner's satisfaction.

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

## **ARTICLE 2**

### **SCOPE OF AGREEMENT**

- 2.1 This Agreement shall apply only to those separate construction projects specifically identified on the project list contained in Exhibit A to this Agreement (attached hereto and incorporated herein by reference) that are awarded and under the control of the Owner and performed by the Contractors during the term of this Agreement (collectively referred to as the "Project"). Construction of the Project may be completed in phases and any phase, portion or segment of the Project shall be deemed complete according to the provisions of Section 2.5 of this Agreement.
- 2.2 This Agreement covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, site preparation, survey work, field soils and material inspection and testing, hazardous material remediation, all on-site fabrication work provided such work is within the fabrication provision of a local master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. All fabrication work over which the Owner or the Contractors possesses the right of control, including without limitation, the

fabrication of medical gas piping, air-handling systems and ducts, and HVAC sheet metal work, and which is traditionally claimed as on-site fabrication shall be performed on-site. For the convenience of the General Contractor or other Contractors, such work may be performed off-site. In that event, such fabrication work shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or by a fabrication agreement approved by the craft's International Union. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. This Agreement also covers all off-site work, including fabrication, traditionally performed by any of the Unions that is directly related to the Project, provided such work is covered by a provision of a Schedule A Agreement or a local addendum to a national agreement of the applicable Union(s).

- 2.3 This Agreement shall apply only to construction craft employees working on this Project, and shall not apply to a Contractor's supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, timekeepers, messengers, guards, or any other employees above the classification of general foreman, or inspectors, material testers, and/or x-ray technicians, *except* to the extent that such supervisors, inspectors, material testers, and/or x-ray technicians are covered by the applicable Schedule A Agreement and as to which classification a prevailing wage determination has been published.
- 2.4 Except as provided in Section 2.2, the off-site manufacture and handling of materials, equipment or machinery shall not be covered by this Agreement; *provided* that lay-down or storage areas or equipment or material manufacturing (pre-fabrication) sites dedicated solely to the Project or Project work, and the movement of materials or goods between the Project site and such dedicated site(s), as well as between locations on the Project site, and the delivery and removal of construction materials and supplies, including, but not limited to, ready-mix concrete, asphalt, aggregate, sand or earth that are directly incorporated into a work process or debris, earth or other waste construction materials removed from the Project site, shall be covered by the terms and conditions of this Agreement.
- 2.5 This Agreement shall not cover work performed at any of the facilities constructed under this Agreement after the Project, or any portion thereof, is complete and beneficially occupied by the Owner, as evidenced by a Certificate of Substantial Completion furnished by the Owner to its General Contractor, with a copy to Council. "Certificate of Substantial Completion" is the notice provided when the work covered by this Agreement, or a portion thereof, is sufficiently complete so that the Owner can occupy or utilize the facility for its intended use, and only "punch list" work remains to be performed, and all required approvals, certificates of occupancy and other sign-off from any public agencies with jurisdiction have been obtained. The punch list work that is the responsibility of the original construction Contractor shall be performed pursuant to this Agreement.

- 2.6 It is expressly agreed and understood by the parties hereto that the Owner shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on the Project site not covered by this Agreement.
- 2.7 Except as provided in Sections 2.2 and 2.4, it is expressly agreed and understood by the parties hereto that the Owner shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment.
- 2.8 EXCLUSIONS: The following work is specifically excluded from the scope of this Agreement:
- (a) Furniture, equipment and machinery owned or controlled by the Owner; however, the installation of office modular furniture shall be covered by this Agreement;
  - (b) Work by employees of the Owner, the Owner's design team or any other consultant of the Owner that does not involve construction craft labor within the scope of this Agreement;
  - (c) Any work performed on or near, or leading to or into the Project site by state, county, city or other governmental bodies (not including the Owner), or their contractor(s); or by utilities or their contractor(s);
  - (d) Off-site maintenance of leased equipment and on-site supervision of such work; and
  - (e) The testing and calibration of specialty equipment by the manufacturer or equipment vendor's own labor forces and necessary to protect the manufacturer's or vendor's industry standard warranty, including, but not limited to: medical diagnostic equipment, communications dishes/antennae; audio/visual equipment; security access controls; surveillance cameras; and intrusion alarms.
- 2.10 The parties agree that the Owner, at its sole option, may terminate, delay, and/or suspend any and all portions of the work covered by this Agreement at any time. Further, the Owner may prohibit some or all work on certain days or during certain hours of the day to mitigate the effect of the ongoing Project work on the businesses and residents in the vicinity of the Project site and/or require such operational or schedule changes that may be deemed necessary, in its sole judgment. Any operational or schedule changes shall be subject to any applicable wage provisions included in a Schedule A Agreement.

## ARTICLE 3

### **SUBCONTRACTING**

- 3.1 Each of the Contractors agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, corporation or other entity who is or becomes party to this Agreement by executing the Agreement to be Bound attached hereto as Exhibit B and incorporated herein. A subcontractor is defined as any person, firm or corporation who agrees under contract with a Contractor to perform on the Project any part or portion of the construction work covered by the scope of this Agreement, including the operation of construction equipment, performance of labor and/or installation of materials.
- 3.2 Any Contractor working on the Project shall, as a condition to working on the Project, become signatory to this Agreement and perform all work under the terms of this Agreement and the applicable Schedule A Agreement. Subject to the provisions of Sections 2.2 and 2.4, above, the furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting, if not otherwise covered in the scope of work of this Agreement. The furnishing of supplies, equipment, or materials that are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, including the removal of debris and/or excess construction materials as well as delivery of materials directly incorporated into a work process, as described in Section 2.4 of this Agreement, shall be covered within the scope of this Agreement and, specifically, this Article 3, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations.
- 3.3 The Contractors have the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor elect to subcontract, such Contractor shall continue to have such primary obligation.
- 3.4 Except as otherwise provided in the California Labor Code, any Contractor who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement and the applicable Schedule A Agreement, shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments to Health & Welfare, Pension, Vacation/Holiday Dues Supplement and Training & Retraining Funds (collectively referred to as "Fringe Benefit Trust Funds").
- 3.4.1 All Contractors will give written notice to the Union(s) and the Council of any subcontract involving the performance of work covered by this Agreement within either five (5) business days of entering such subcontract or before the

subcontractor commences work on the Project, whichever occurs first, and shall specify the name and address of the lower tier Contractor. Written notice at a Pre-Job/Mark-up meeting (as described in Section 8.2 of this Agreement) shall be deemed written notice under this provision for those lower tier Contractors listed at the Pre-Job/Mark-up meeting only.

- 3.4.2 Thereafter, if such lower tier Contractor should become delinquent in the payment of any wages or benefits as above specified, such lower tier contractor shall immediately give written notice thereof to the CM/GC and to any affected Contractor(s), the Coordinator and Union(s) specifying the nature and amount of such delinquency.
- 3.4.3 In the event any Contractor fails to give written notice of a subcontract as required herein, such Contractor shall be liable for all delinquencies of the subcontractor on this Project only without limitation.
- 3.4.4 The provisions of this Section 3.4 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of this Subcontracting Article, including its enforcement, may be enforced by or subject to strike action.
- 3.4.5 Nothing in this Agreement is meant to interfere with the normal enforcement or collection rights of any of the Fringe Benefit Trust Funds.

## **ARTICLE 4**

### **RELATIONSHIP BETWEEN PARTIES**

- 4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Contractor or the Coordinator (as described in Article 7 of this Agreement) unless such parent, affiliate or subsidiary or other division acts as a contractor or subcontractor within the meaning of this Agreement.
- 4.2 Subject to the provisions of Article 3, above, each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor or any dispute between the signatory Union(s) and the Contractor respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor party to this Agreement.
- 4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a

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

- 4.4 It is recognized by the parties to this Agreement that the Contractors and Coordinator are acting only on behalf of said Contractors and Coordinator, and said Contractors and Coordinator have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the Owner.

## ARTICLE 5

### **NO STRIKES - NO LOCKOUTS**

- 5.1 There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason including, but not limited to: disputes relating to the negotiation or renegotiation of the local collective bargaining agreements that serve as the basis for the Schedule A Agreements; economic strikes; unfair labor practices strikes; safety strikes; sympathy strikes; and jurisdictional strikes by the Union or employees working under this Agreement against any Contractor covered under this Agreement on the Project. There shall be no lockout by any Contractor. Failure of any 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 CM/GC and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.
- 5.2 If a Contractor contends that any Union has violated this Article or Section 6.3, below, it will notify in writing the Council, the Coordinator, the business manager/senior executive of the involved Union(s), and the CM/GC. The business manager/senior executive of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents.
- 5.3 If the Union contends that any Contractor has violated this Article, it will notify the Contractor, the CM/GC and the Coordinator setting forth the facts that the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 5.4. The CM/GC shall promptly order the involved Contractor(s) to cease any violation of this Article.



- 5.4 The following procedure must be instituted by a party to this Agreement prior to or in lieu of any other action at law or equity, when a breach of Section 5.1, above, or Section 6.3, below, is alleged:
- 5.4.1 The party invoking this procedure shall notify John Kagel, whom the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, Robert Hirsch shall be appointed the alternate, or, if he is unavailable, he shall appoint an alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notices to the party(ies) alleged to be in violation and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by electronic mail, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.
- 5.4.2 Upon receipt of said notice, the Arbitrator named above or his alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.4.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the Arbitrator.
- 5.4.4 The sole issue at the hearing shall be whether or not a violation of Section 5.1, above, or of Section 6.3, below, has in fact occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail or by electronic means upon issuance.
- 5.4.5 Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 5.4.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a

final order of enforcement. The court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their address as shown on this Agreement or in the applicable Schedule A Agreement (for a Union), as shown on their business contract for work under this Agreement (for a contractor), and to the representing Union (for an employee), by certified mail by the party(ies) first alleging the violation.

- 5.4.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.
- 5.4.7 The fees and expenses of the Arbitrator shall be paid by the party found to be in violation of this Agreement, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.5 The Owner is a party in interest in all proceedings arising under this Article and Articles 6 and 11 and its designated representative and the Coordinator shall be sent contemporaneous copies of all notifications required by these Articles.
- 5.6 If the Arbitrator determines that a violation by the Union has occurred in accordance with 5.4.4 above, the respondent Union shall, within eight (8) hours of receipt of the award, direct all the employees it represents on the Project to return immediately to work. If the craft involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the Arbitrator's award, and the respondent Union has not complied with its obligation immediately to instruct, order, and use its best efforts to cause a cessation of the violation and a return to work of the employees it represents, then the respondent Union shall pay a sum as liquidated damages to the Contractor, and shall pay an additional sum per shift for each shift thereafter on which the craft has not returned to work. Similarly, if the Arbitrator determines that a violation by a Contractor has occurred in accordance with Section 5.4.4 above, the respondent Contractor shall, within eight (8) hours of receipt of the award, return all of the affected employees to work on the Project, or otherwise correct the violation as found by the Arbitrator. If the respondent Contractor does not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, the respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and shall pay an additional sum per shift thereafter in which compliance by the respondent Contractor has not been completed. The Union or the Contractor found to be in violation and owing liquidated damages in accordance with this Section shall pay liquidated damages in the following amounts: for the first shift in which the violation occurred ten thousand dollars (\$10,000.00), for the second shift, twenty thousand dollars (\$20,000) and for the third shift and for each shift thereafter, twenty-five thousand dollars (\$25,000.00).

- 5.7 Withholding employees, but not picketing, for failure of a Contractor to tender trust fund contributions as required in Article 16 and/or for failure to meet its weekly payroll is not a violation of this Article; *provided* the applicable Union provides written notice to the affected Contractor, the CM/GC, the Owner and the Coordinator seventy-two (72) hours prior to exercising its rights under this provision and an opportunity to cure the delinquency by rendering payment to the applicable employee or Trust Funds.
- 5.8 The procedures contained in Section 5.4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article or Section 6.3 shall be subject to the grievance and arbitration procedures of Article 11 of this Agreement.

## ARTICLE 6

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES—NORTHERN CALIFORNIA PLAN**

- 6.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.
- 6.2 All jurisdictional disputes between or among Building and Construction Trades Unions, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.
- 6.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the Marin County Building and Construction Trades Council. All other procedures shall be as specified in the Plan.
- 6.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

- 6.4 As provided in Section 8.2, below, CM/GC or Coordinator will conduct pre-job conferences for all Contractors with the Unions prior to commencement of work by the Contractors. At these conferences all jurisdictional assignments will be announced. The Council and representatives of the Owner shall be advised in advance of all such conferences.

## **ARTICLE 7**

### **COORDINATOR**

- 7.1 The Owner shall appoint a Coordinator (“Coordinator”) who is responsible for the administration and application of this Agreement.
- 7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the periodic joint Labor/Management and Pre-Job/Mark-up meetings referred to in Article 8, below. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

## **ARTICLE 8**

### **JOINT LABOR/MANAGEMENT MEETINGS AND PRE-JOB/MARK-UP MEETINGS**

- 8.1 A joint Labor/Management meeting will be held on a periodic basis between the Coordinator, the Contractors, the Council and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and the Contractors on the Project. These periodic meetings will also include discussion of the safety, scheduling, productivity and compliance with applicable laws and regulations for the work performed on the Project.
- 8.2 Unless waived by the Council, a Pre-Job/Mark-Up meeting shall be held after a construction contract has been let to a Contractor (which includes a subcontractor at any tier) and prior to the commencement of work. The purpose of the Pre-Job/Mark-Up meeting is: (1) to establish the scope of work in each Contractor’s contract; and (2) to have each Contractor make its work assignments in accordance with Section 6.1 of this Agreement for the work within the scope of its construction contract. The work assignments shall be made in writing. Contractors shall be responsible for providing complete information on their assignments of work. Any craft objecting to the Contractor’s proposed assignment of work shall have seven (7) calendar days

from the date of the Pre-Job/Mark-Up meeting to submit written objections to the Contractor, the Coordinator and the Council before the Contractor makes the work assignments final.

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

## **ARTICLE 9**

### **MANAGEMENT RIGHTS**

- 9.1 Except as expressly limited by the terms of this Agreement, the Contractor(s) retain full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to, the right to:
- (a) Plan, direct and control the operation of all the work;
  - (b) Decide the number and types of employees required to perform the work safely and efficiently;
  - (c) Hire, promote and lay off employees as deemed appropriate to meet work requirements and/or skills required;
  - (d) Require all employees to observe the Owner's and the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite;
  - (e) Discharge or discipline employees for just cause;
  - (f) Assign and schedule work at its sole discretion and determine when overtime will be worked. Assignments of work shall be adhered to unless or until written notice from the appropriate authority of a changed assignment is issued. There shall be no refusal by a craft to perform work assigned, including overtime work; however, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure under this Agreement;
  - (g) Except as provided in Sections 2.2 and 2.4, utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or design;

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

## **ARTICLE 10**

### **WORK RULES**

- 10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s). Foremen and general foremen shall take orders from the designated Contractor(s) representatives.
- 10.2 There shall be no limit on production by employees, nor restrictions on the full use of tools or equipment. Craft persons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.
- 10.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).
- 10.4 Employees shall be at their place of work (as designated by the Contractor at the Pre-Job/Mark-Up meeting) and ready to work at the starting time and shall remain at their place of work performing their assigned functions until quitting time. A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.
- 10.5 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the Owner, its member organizations, or others who are not covered by this Agreement.
- 10.6 Contractors shall provide rest periods in accordance with the Schedule A Agreements and Industrial Welfare Commission Order No. 16-2001. To the extent permitted by law, any dispute regarding rest and meal periods provided in this Section 10.7 shall be resolved exclusively under the provisions of Article 11 of this Agreement.
- 10.7 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite to the point of first drop since such deliveries shall not fall under this Agreement, *except* for the delivery of those materials described in Sections 2.4 and 3.2 of this Agreement, which are covered by this Agreement. The distribution of all equipment,

apparatus, machinery and construction materials delivered to the jobsite is covered by this Agreement.

- 10.8 The Contractor(s) and the Unions recognize the necessity for promoting efficient construction operations. The lawful manning provisions of the applicable Union's Schedule A Agreement shall be recognized.

## ARTICLE 11

### **GRIEVANCE PROCEDURE**

- 11.1 This Agreement is intended to provide close cooperation between management and labor. The CM/GC and the Council shall each assign a representative to the Project for the purpose of assisting the local Unions, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously, and without interruption, delays, and work stoppages.
- 11.2 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Schedule A Agreement of the applicable craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.
- 11.3 All Project labor disputes involving the application or interpretation of a Schedule A Agreement to which a signatory Contractor and a signatory Union are parties shall be resolved pursuant to the dispute resolution procedures contained in such Schedule A Agreement. All disputes relating to the interpretation or application of this Agreement shall be resolved through the grievance and arbitration procedure set forth herein, except an alleged violation of Article 5 Section 6.3 which shall be resolved through the arbitration procedures set forth in Section 5.4 et seq. Should there be a dispute as to whether the provisions of this Article 11 apply or the dispute resolution procedures of the Schedule A Agreement apply, then the matter shall be presented in writing initially to an arbitrator selected under this Article 11 to resolve such issue.
- 11.4 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation, or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein ("Grievance Procedure"). No grievance shall be recognized unless the grieving party (local Union or Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor on its own behalf, or the Owner on its own behalf) provides notice in writing to the signatory party with whom it has a dispute (with copies to the Council and Coordinator) within seven (7) business days after becoming aware of the dispute, but in no event more than thirty (30) calendar days

after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 11.4 may be extended by mutual agreement (oral or written) of the parties.

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

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

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

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

- 11.6 The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.
- 11.7 The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar



days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the Arbitrator.

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

## **ARTICLE 12**

### **UNION RECOGNITION AND REPRESENTATION**

- 12.1 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of construction craft work under the Scope of this Agreement. All employees shall, however, be required to tender dues and fees uniformly required to be paid by members to the appropriate Union on or before the eighth (8<sup>th</sup>) day of consecutive or cumulative employment on construction craft work under the Scope of this Agreement.
- 12.2 The Contractors recognize the Unions signatory hereto as the sole and exclusive collective bargaining representatives for its craft employees on the Project.
- 12.3 Authorized representatives of the Unions shall have access to the Project site during established working hours, provided they do not unduly interfere with the work of the employees, and further provided, that such representatives fully comply with the visitor safety and security rules established for the Project.
- 12.4 A Steward shall be a working journeyman appointed by the authorized union representative of the local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the business manager or business agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the affected Contractor agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall not leave the work area without notifying the appropriate supervisor.

- 12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.
- 12.6 The working Steward will be subject to discharge for just cause to the same extent as other employees provided, however, that the Union shall be notified twenty-four (24) hours prior to the discharge.
- 12.7 The Steward shall remain on the job until its completion, or until no more than three (3) employees are left on the job, provided the Steward is qualified to perform the work remaining to be done, unless the Steward is removed by the business manager/senior executive of the applicable Union.

### **ARTICLE 13**

#### **REFERRAL**

- 13.1 The Contractors agree to comply with and utilize the registration facilities and referral systems of the respective Unions as the source for all applicants for construction craft work on the Project in accordance with this Article. Such job referral system shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those that require equal employment opportunities and non-discrimination.
- 13.2 The parties also recognize and support the Owner's commitment to provide opportunities for participation on the Project to regular, experienced ("core") employees of a Contractor awarded work on the Project and who do not traditionally work under a local collective bargaining agreement. In furtherance of this commitment, the parties agree that such Contractor awarded work on the Project may request by name, and the Union(s) will honor, referral of persons who have applied to the local Union(s) for Project work and who meet the following qualifications:
- (a) Possesses any license required by state or Federal law for the Project work to be performed;
  - (b) Worked at least one thousand (1,000) hours in the applicable trade or craft during the prior three (3) years;
  - (c) Has been on the Contractor's active payroll for at least ninety (90) of the one hundred twenty (120) calendar days immediately preceding the Contractor's start of Project work; and
  - (d) Have the ability to perform safely the functions of the applicable craft or trade.

The Unions will refer to such Contractor one (1) employee from the hiring hall out of work list for each affected craft, and will then refer one (1) of the Contractor's "core" employees as defined above. The process then will be repeated, one and one, until the Contractor has hired the greater of the following: five (5) "core" employees of the employees per Contractor, by craft, employed by the Contractor to perform work on the Project. All additional employees shall be requested and referred pursuant to Section 13.1, above. On layoffs, the Contractor shall reverse the alternating process with respect to the employment of "core" employees on the Project such that with the employment of ten (10) or fewer employees, there is an equal number or fewer "core" employees in relation to Union members employed by the Contractor to perform construction work on the Project. The Contractor shall notify the appropriate Union of the name and Social Security number of each "core" employee to work on the Project and each such employee shall register with the Union's hiring hall before commencing work on the Project. If there is any question regarding an employee's eligibility under this Subsection 13.2, the Contractor shall provide satisfactory proof of such at a Union's request.

- 13.3 The Union(s) will exert their best efforts to recruit and dispatch to the Contractors sufficient numbers of skilled craftspersons. In the event that a Union is unable to fill any requisition for one (1) or more employees within forty-eight (48) hours after such requisition is made by a Contractor, or (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants meeting the qualifications sought from any other available source as per the applicable Schedule A Agreement. The Contractor shall promptly notify the Union of any applicants from other sources.

## **ARTICLE 14**

### **NON-DISCRIMINATION**

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

complaints regarding the application of this provision shall be brought to the immediate attention of the involved Contractor for consideration and resolution.

## **ARTICLE 15**

### **APPRENTICES**

- 15.1 The parties recognize the need to maintain continuing support of effective programs designed to develop adequate numbers of competent workers in the construction industry. The Contractors shall employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.
- 15.2 The Contractors agree to employ, and the Unions agree to cooperate in furnishing, apprentices from state certified jointly administered apprenticeship programs. The apprentice ratio for each craft shall be in compliance with California Labor Code Section 1777.5 and approved apprentice standards for the applicable craft.

## **ARTICLE 16**

### **WAGE SCALES and FRINGE BENEFITS**

- 16.1 All employees covered by this Agreement shall be classified consistent with traditional craft jurisdiction and paid in accordance with the classification and wage and fringe benefit scales contained in the applicable Schedule A Agreement and in compliance with the applicable general prevailing wage determination made by the California Director of Industrial Relations pursuant to the California Labor Code.
- 16.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining unit on the effective date as set forth in the applicable Schedule A Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.
- 16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements as set forth in the applicable Schedule A Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint trustees

and successor trustees to administer the trust funds, and hereby ratify and accept the trustees so appointed as if made by the Contractors.

- 16.4 Each Contractor shall be required to certify in writing that it has paid all wages 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 CM/GC, the CM/GC shall work with any Contractor that is delinquent in payment of benefit contributions or wages to assure that proper benefit and wage payments are made, to the extent of withholding payments otherwise due such delinquent Contractor until such contributions due and owed have been made or otherwise guaranteed.
- 16.5 When an employee is laid-off or terminated, the employee shall be paid wages due immediately. If an employee voluntarily terminates his or her employment, then the Contractor shall pay the wages due in accordance with California State Law.

## **ARTICLE 17**

### **HOURS OF WORK, OVERTIME and SHIFTS**

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

## **ARTICLE 18**

### **HOLIDAYS**

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

## **ARTICLE 19**

### **REPORTING PAY**

- 19.1 Any employee reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid for actual hours worked.
- 19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the Project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the applicable Contractor or its designated representative.
- 19.1.2 The provisions of this Section are not applicable where the employee voluntarily quits in which case the employee shall be paid for the actual time worked.
- 19.2 It will not be a violation of this Agreement when the Owner or Contractors consider it necessary to shut down because of an emergency situation that could endanger life or property. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Owner or Contractors request employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

## **ARTICLE 20**

### **HEALTH AND SAFETY**

- 20.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractors, be bound by such safety rules and regulations as may be established by the Owner and Contractors and in accordance with Owner Project Safety Rules and OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 20.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractors. Nothing in this Agreement will make the Unions(s) liable to any employee or to other persons in the event that injury or accident occurs.
- 20.3 This Project shall be a drug and alcohol free workplace. Workers shall not possess, use, be under the influence of, provide, dispense, receive, sell, offer to

sell alcohol and/or controlled substances as defined by law while on the Owner's property. All employees and applicants for employment shall adhere to the substance testing policy of the applicable Schedule A Agreement. Violation of this provision shall subject the employee to discipline up to and including termination.

## **ARTICLE 21**

### **SECURITY OF MATERIAL, EQUIPMENT and TOOLS**

- 21.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractors.
- 21.2 All employees will comply with the security procedures established by the Contractors and the Owner.

## **ARTICLE 22**

### **CALL-INS**

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

## **ARTICLE 23**

### **HELMETS TO HARDHATS**

- 23.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, 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.

- 23.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves 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.
- 23.3 In recognition of the work of the Center and the value it will bring to the Project, the Owner and the Council shall each make a contribution of seven hundred fifty dollars (\$750.00) to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement once each year for three (3) years beginning the year construction commences on work covered by this Agreement.

## **ARTICLE 24**

### **ENTIRE AGREEMENT**

- 24.1 Except as enumerated in this Agreement, all other terms and conditions of employment set forth in the Schedule A Agreement of the Union having traditional and customary jurisdiction over the work shall apply. The provisions of this Agreement shall take precedence over conflicting provisions of any applicable Schedule A Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration work and loop checking work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 5 (No Strike-No Lockout), 6 (Work Assignments and Jurisdictional Disputes) and 11 (Grievance Dispute Resolution) of this Agreement shall apply to all work on the Project performed under these agreements.
- 24.2 The Schedule A Agreements incorporated as part of this Agreement shall continue in full force and effect for the work covered under the Scope of this Agreement until such time as the Union and/or contractor parties to the Schedule A Agreement notify the Owner and Coordinator that a new or modified agreement has been reached. The notice to the Owner and the Coordinator shall describe the new or revised terms and the effective date of such terms. Such new or revised terms contained in the negotiated Schedule A Agreement shall replace the current Schedule A Agreement incorporated herein and the effective dates therein shall be recognized under this Agreement; *provided*, the Contractors shall have seven (7) calendar days following written notice by the Unions to implement any new or modified terms that are retroactive in effect and which are applicable to employees



working on the Project; *provided further*, that any new or modified provision in a negotiated Schedule A Agreement that applies only to this Project and is less favorable to the Contractor than those uniformly required of employers covered by the Schedule A Agreement shall not be recognized.

- 24.3 The parties agree that this Agreement, together with the Schedule A Agreements, constitute an integrated, self-contained, stand-alone agreement, and that by virtue of having become bound to this Agreement, the Contractors 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.
- 24.4 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment on the Project covered herein, and that during the term of this Agreement, neither the Contractors, nor the Union(s) will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the Owner.
- 24.5 In order to be effective, any other agreement between the parties or modification of this Agreement must be reduced to writing and signed by the parties.
- 24.6 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.
- 24.7 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

## **ARTICLE 25**

### **GENERAL SAVINGS CLAUSE**

- 25.1 It is not the intention of either the Contractors or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractors and Union(s) agree that if and when any or all provisions of this

Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

**ARTICLE 26**

**DURATION OF AGREEMENT**

- 26.1 This Agreement shall become effective on the date indicated below as the date of execution, and shall continue in full force and effect until completion of all work within the scope of this Agreement as specifically described in Article 2. Construction of any phase or segment of the Project shall be deemed complete when such phase or segment has been turned over to the Owner and the Owner has accepted such phase or segment. The Owner's acceptance shall be indicated by a Certificate of Substantial Completion notification from the Owner to its General Contractor, a copy of which will be sent to the Council.
- 26.2 The parties may mutually agree in writing to amend, extend, modify or terminate this Agreement at any time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of \_\_\_\_\_, 2013.

**MARIN HEALTHCARE DISTRICT**

**MARIN COUNTY BUILDING &  
CONSTRUCTION TRADES  
COUNCIL**

By: \_\_\_\_\_  
Lee Domanico  
Chief Executive Director

By: \_\_\_\_\_  
James B. Scott  
Executive Secretary-Treasurer

**CONSTRUCTION MANAGER/  
GENERAL CONTRACTOR**

By: \_\_\_\_\_

**Signatory Unions:**

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Insulators Local #16

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Elevator Constructors Local #8

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Boilermakers Local #549

---

Roofers and Waterproofers Local #81

---

Bricklayers Local #3

---

Iron Workers Local #377

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

---

Laborers Local Union #261

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S.M.A.R.T. (Sheet Metal) Local Union #104

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Cement Masons Local #300

---

Operating Engineers Local #3

---

Electrical Workers Local #551

---

District Council #16 Painters  
and Allied Crafts

---

Plasterers Local #300

---

Sprinkler Fitters Local #483

---

United Association Local #38

---

Teamsters Local #665

---

Laborers Local #67

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Sign & Display Local #510

**EXHIBIT A**

**Project List**

	<b>Project Name</b>	<b>Anticipated Construction Start Date</b>
<b>1</b>	<b>Hospital Replacement Building</b>	<b>2014</b>

DRAFT

**EXHIBIT B**

**MARIN GENERAL HOSPITAL  
REPLACEMENT BUILDING PROJECT  
PROJECT STABILIZATION AGREEMENT**

**AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity (CONTRACTOR) on the Marin General Hospital Replacement Building Project (PROJECT) for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Project Stabilization Agreement (AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this PROJECT, together with any and all amendments and supplements now existing or which are later made thereto; and
- (2) Agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A Agreement(s) as set forth in Article 16 of this AGREEMENT; and
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR; and
- (4) Certifies that it has not commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT; and
- (5) Agrees to secure from any CONTRACTOR(S) (as defined in this AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Name of Prime Contractor or  
Higher Level Contractor) \_\_\_\_\_  
(Authorized Officer and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number) \_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Contractor's License Number)

\_\_\_\_\_  
(CA Motor Carrier Permit Number)

**EXHIBIT C**  
**APPLICABLE SCHEDULE A AGREEMENTS**

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International Association of Heat Frost Insulators and Allied Workers, Local #16
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local #549
United Union of Roofers, Waterproofers and Allied Workers, Local #81
International Union of Bricklayers and Allied Craftworkers, Local #3
International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Master Agreement for the State of California and vicinity
46 Northern California Counties Carpenters Master Agreement for Northern California
Laborers Master Agreement for Northern California
SMART Local Union #104 (Sheet Metal Workers)
Operative Plasterers and Cement Masons, Local #300
Operating Engineers Local #3 Master Agreement for Northern California
International Brotherhood of Electrical Workers, Local #551
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Sprinkler Fitters, Local #483
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local #38
International Brotherhood of Teamsters, Local #665
Laborers International Union of North America, Local #67
International Union of Elevator Constructors, Local #8
International Union of Painters and Allied Trades, District Council #16
International Union of Painters and Allied Trades, Sign & Display, Local #510