

Project Manual

Clementina Towers Rehabilitation

MOH RAD project
San Francisco, CA

May 11, 2016

Bid Set

Tenderloin Neighborhood Development Corporation

145 Taylor Street
San Francisco, CA 94102

Gelfand Partners Architects

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Project Directory

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SECTION 00 7010

CONTRACTING REQUIREMENTS

1.01 The following supersedes any conflicting requirements listed in the General Conditions of the Contract for Construction.

1.02 PROJECT LABOR AGREEMENT

This project will be subject to a Project Labor Agreement (PLA). A draft of this document is included as Attachment 1. All work performed in connection to this project must comply with the requirements set forth in this document. A final version of the PLA along with a Memorandum of Understanding will be issued as an addendum.

1.03 FEDERAL LABOR STANDARDS

All work performed in connection with this project must comply with the Federal labor standards set forth in HUD 4010 provided here as attachment 2.

1.04 STATE AND FEDERAL PREVAILING WAGE

All workers employed in the performance of work for this project shall receive not less than the State and Federal prevailing wage as set forth in attachments 3, 4, and 5 of this section.

1.05 CONTRACT MONITORING DIVISION ATTACHMENT 1

This project does not carry minimum Local Business Enterprise (LBE) hiring requirements. Nevertheless, LBEs are strongly encouraged to apply for these contracts. Attachment 6 describes the City and County of San Francisco Contract Monitoring Division's programmatic guidelines.

1.06 CITY AND COUNTY OF SAN FRANCISCO FIRST SOURCE HIRING PROGRAM

All contracts authorized as part of this project must comply with the requirements of the City and County of San Francisco First Source Hiring Program as described in the San Francisco Administrative Code Chapter 83. Attachments 7, 8, and 9 provide a contract related to this program as well as the necessary compliance forms.

1.07 INSURANCE

Prior to the commencement of any work for this project or its related, all contractors and subcontractors the Contractor shall purchase and maintain insurance as required by law and not less than the insurance coverage and limits of liability as described in attachment 10.

PROJECT LABOR AGREEMENT

**FOR REHABILITATION OF SAN FRANCISCO PROPERTIES
SELECTED BY HUD TO PARTICIPATE IN THE RENTAL ASSISTANCE
DEMONSTRATION PROGRAM OF THE UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Between

| Clementina Towers Associates, L.P., D.F.P.F. Corporation dba Fine Line Construction,

and

San Francisco Building and Construction Trades Council and its affiliated Unions

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
PROPERTIES SELECTED BY HUD TO PARTICIPATE IN RAD PROGRAM

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**PROJECT LABOR AGREEMENT
FOR REHABILITATION OF SAN FRANCISCO RAD PROGRAM PROPERTIES**

RECITALS

WHEREAS, the Rental Assistance Demonstration Program (the “RAD Program”) was established by the United States Department of Housing and Urban Development (“HUD”) to provide the San Francisco Housing Authority (“SFHA”) and other public housing authorities with a unique opportunity to address the immediate and long-term capital needs of conventional public housing properties by accessing private sources of capital; and

WHEREAS, the SFHA has taken advantage of that opportunity to address a significant portion of the nearly \$500 million in unmet capital needs at various conventional public housing properties within the City and County of San Francisco, by applying for and being approved to participate in the RAD Program as to those properties; and

WHEREAS, the RAD Program accomplishes its goals by enabling the SFHA and other approved public housing authorities to convert the participating units from conventional public housing to long-term rental assistance contracts in the form of Project-Based Vouchers, pursuant to Section 8 of the United States Housing Act of 1937, as amended, and transfer ownership and operation of those units to private Developers, subject to a long-term Ground Lease; and

WHEREAS, after engaging in a competitive process, 430 Turk Associates, L.P. (the “Developer”) was designated as the proposed developer and operator for one or more properties (“Property” or “Properties”) containing specific units to be converted and transferred pursuant to the RAD Program (hereinafter referred to collectively as the “RAD Program Properties”), as specifically identified and discussed within the Developer’s Financing Plan(s) and the RAD Commitment to enter into a Housing Assistance Payment (“HAP”), and ultimately a RAD Conversion Commitment (“RCC”) document(s) issued by HUD; and

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WHEREAS, the SFHA shall, upon RAD Program closing, retain ownership only of the underlying land, having transferred the RAD Program Properties to the Developer, subject to a long-term Ground Lease with the Developer; and

WHEREAS, as a consequence of RAD Program conversion, the SFHA shall thereafter act only as administrator of the relevant HAP(s), but the Developer shall be bound and obligated to rehabilitate the RAD Program Properties by addressing necessary work identified in the RAD Physical Condition Assessment(s) filed with HUD as part of the Financing Plan(s); and

WHEREAS, such rehabilitation shall improve the quality of life for the residents of the RAD Program Properties, fulfill the intent of the RAD Program, and ensure the continued availability of safe and decent low-income housing for residents of the City and County of San Francisco; and

WHEREAS, it is in the Parties' collective interest that rehabilitation of the RAD Program Properties be completed safely, efficiently, on time and within budget; and

WHEREAS, large numbers of skilled and trained workers of various construction trades will be required in the performance of necessary rehabilitation and new construction work; and

Whereas, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers work side by side on the Project, thereby leading to labor disputes that could delay completion of the Project and disrupt tenants; and

WHEREAS, without an overriding commitment to maintain continuity of work on a project of this magnitude, with multiple contractors and crafts on the Property at the same time over an extended period of time, the potential for work disruption is substantial; and

WHEREAS, the interests of the SFHA, the general public, the Developer, the Unions, and residents of the RAD Program Properties would all best be served if rehabilitation and new construction work at RAD Program Properties proceeds in an orderly manner without disruption

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due to strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns, labor disputes or other activities prohibited under Section 10.1; and

WHEREAS, the Contractors and the Unions desire to mutually establish labor standards, wages, hours, and working conditions for the workers employed in rehabilitation of units and new construction under the RAD Program and, further, to encourage close cooperation and a continuous and harmonious relationship among the Developer, the Contractors, and the Unions; and

WHEREAS, contracts for the rehabilitation and new construction of RAD Program Properties will be awarded in accordance with all applicable provisions of Federal, State, and local laws, rules and regulations, including but not limited to requirements established by the HUD “RAD Notice” (Notice PIH-2012-32 (HA), REV-1), Section 3 of the Housing Act of 1968, Local, State, and Davis-Bacon Prevailing Wage Requirements, the Contract Work Hours and Safety Standards Act, and relevant provisions of Title 24 of the Code of Federal Regulations; and

WHEREAS, it is the policy and obligation of the Developer to encourage and ensure opportunities for young people and residents of the RAD Program Properties to pursue careers in the trades; and

WHEREAS, it is the policy and obligation of the Developer to ensure that HUD Section 3 Business Concerns, Local Business Enterprises (“LBE”s) and/or Small Business Enterprises (“SBE”s) (LBE¹/SBE, as applicable) have an equal opportunity to receive and participate in contracts for rehabilitation and new construction of RAD Program Properties on a level playing field; and

WHEREAS, it is also the policy and obligation of the Developer to comply with the First Source Hiring Program of the City and County of San Francisco to connect economically

¹ Per HUD regulations, Developers acknowledge that to the extent federal funding is a component of financing for the Project, LBE goals or requirements shall not apply

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disadvantaged individuals with entry-level jobs in contracts for rehabilitation and new construction of the RAD Program Properties; and

WHEREAS, the terms of the Ground Lease entered into between the SFHA and the Developer shall require that the Developer and all of its Primary Contractors use a project labor agreement for all RAD Program Project Work; and

WHEREAS, a project labor agreement will advance the goals of the SFHA, the Developer and the interests of both RAD Program Property residents and the general public by controlling costs, increasing efficiency, providing safe working conditions, and maintaining the highest quality of rehabilitation and new construction work on the RAD Program Properties; and

WHEREAS, a project labor agreement will advance the goals of the SFHA, the Developer and the interests of RAD Program Property residents and the general public by ensuring that all construction work will proceed continuously and without interruption with due consideration for the protection of labor standards, wages, hours, and working conditions by providing effective, prompt and binding procedures for resolution of all labor disputes that may arise and by providing mechanisms for labor-management cooperation on matters of mutual interest and concern; and

WHEREAS, the Developer shall encourage all qualified contractors that are ready, willing and able to comply with this Agreement to compete for contracts for Project Work; and

WHEREAS, the Parties pledge their full good faith and trust to work towards a mutually satisfactory and timely completion of rehabilitation of all RAD Program Properties;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES
HERETO, AS FOLLOWS:

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ARTICLE 1
PURPOSE

1.1 The purpose of this Project Labor Agreement is to promote efficient and economical completion of rehabilitation of the RAD Program Properties – in compliance with all applicable Federal, State, and local laws, rules, and regulations – and to prevent strikes, sympathy strikes, work stoppages, picketing, slowdowns or lockouts, thereby advancing SFHA’s and the public interest in assuring the timely and economical completion of the Project safely and without costly delays.

1.2 The Parties understand that the work to be performed under this Agreement will be the Project Work set forth in the Construction Contract executed between Developer and the Primary Contractor. The Construction Contract Schedule of Values is attached as **Appendix C**, and is subject to revision and finalization at the time of execution of the Construction Contract. Executed Construction Contracts shall be posted at [\[INSERT URL\]](#). This work will be performed while Properties are occupied, and at the same time they are operated and maintained by the Developer. The Parties recognize that avoiding disruptions due to labor disputes is especially critical because the construction to be performed under this Agreement is on occupied, government-subsidized personal residences. In addition, the Parties recognize that on-going maintenance of the Properties is essential to ensuring the health and safety of the residents. The Parties commit to ensuring that, while RAD-related work is being performed, there shall be no interference with regular maintenance work on the Properties that is not Project Work.

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ARTICLE 2
INITIAL PROVISIONS

2.1 This Project Labor Agreement is made and entered into this day of , by the Developer and Primary Contractor, together with the contractors and subcontractors of all tiers who agree to become bound by this Agreement by signing the **Letter of Assent** (“**Appendix B**”), and the San Francisco Building and Construction Trades Council (“the Council”) and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as “Union” or “Unions.”)

2.2 Project Work shall be contracted exclusively to Contractors who agree to be bound by the terms of this Agreement by executing a **Letter of Assent**, except as provided in Section 4.3(h). It is understood that by virtue of having become bound to this Agreement by executing a **Letter of Assent**, 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.

2.3 The Parties agree to abide by the terms and conditions of this Agreement and further agree that this Agreement, together with the Schedule A agreements of the Unions listed in **Appendix A**, represent the complete understanding of the Parties. The City and County of San Francisco or its agent shall administer and monitor compliance with this Agreement. For purposes of this Agreement, the Contractors recognize the Designated Representative(s) of the Developer as the Contractors’ agent, with full authority to implement and administer this Agreement on behalf of the Developer. No practice, understanding or agreement between the Contractors and Unions that is not specifically set forth in this Agreement or the applicable Schedule A agreements will be binding on any party unless endorsed in writing by the Designated Representative(s) of the Developer and the Council.

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Where a subject is covered by both this Agreement and a Schedule A agreement, this Agreement shall prevail. Where a subject is covered by a Schedule A agreement and not by this Agreement, the Schedule A agreement shall prevail.

2.4 The Parties understand that this Agreement shall be construed to conform with applicable Federal, State, and local law, as described in Article 22, and that should any provision of this Agreement or a Schedule A agreement be in conflict with such law, the applicable Federal, State, and/or local law shall prevail.

ARTICLE 3
DEFINITIONS

3.1 “Agreement” means this Project Labor Agreement.

3.2 “CityBuild” means the CityBuild Program of the San Francisco Office of Economic and Workforce Development.

3.3 “Construction Contract(s)” or “Contract(s)” means any construction and/or improvement contract or subcontract of any tier for Project Work. This definition shall include Project Work self-performed by the Developer as set forth in Section 3.5.

3.4 “Contract Monitoring Division” means the Contract Monitoring Division of the Office of the City Administrator for the City and County of San Francisco.

3.5 “Contractors” means any individual, firm, partnership or corporation, or combination thereof (including joint ventures), and including the Primary Contractor(s), and any contractor or subcontractor of any tier performing or subcontracting Project Work, and their successors and assigns. “Contractors” also includes the Developer to the extent the Developer self-performs Project Work.

3.6 “Council” means the San Francisco Building and Construction Trades Council.

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3.7 “Designated Representative of the Developer” means Tom Lauderbach, Project Manager, which is the person or entity designated by the Developer to oversee all Project Work and the implementation of this Agreement, and who works under the authority of the Developer.

3.8 “Developer” means 430 Turk Associates, L.P. and its successors-in-interest and assigns during the term of this Agreement.

3.9 “Effective Date” means the date of the transfer of property to the Developer, provided however, that this Agreement shall be null and void if the property is not transferred. Further, by executing this Agreement, the Developer and the Primary Contractor certify that they have made no commitments to Contractors that are inconsistent with full compliance with this Agreement and that all Project Work shall be completed in accordance with this Agreement.

3.10 “First Source Hiring Program” means the First Source Hiring Program of the City and County of San Francisco, as described in Chapter 83 of the San Francisco Administrative Code and as required by the Procurement Policies of the Community Development Division of the Mayor’s Office of Housing and Community Development (“MOHCD”) included in the Developer’s Loan Agreement.

3.11 “HUD Section 3 Requirements” means requirements imposed or necessitated by Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) and its implementing regulations (24 C.F.R. part 135), as supplemented by SFHA Commission Resolution Nos. 4967 and 0018-15, and the Procurement Policies of MOHCD included in the Developer’s Loan Agreement. The SFHA Commission Resolution No. 4967 and Resolution No. 0018-15 (amending Resolution No. 4967) are included in **Appendix D**.

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3.12 “Letter of Assent” means the letter in **Appendix B** that shall be signed by all Contractors of any tier as a precondition of working on the Project.

3.13 “Local Business Enterprise” or “LBE” means any business certified as a Local Business Enterprise by the City and County of San Francisco under Chapter 14B of the San Francisco Administrative Code, including any amendments thereto. Per HUD regulations, if federal funding is a component of financing for the Project, LBE goals or requirements shall not apply.

3.14 “Parties” means the Developer, Primary Contractor, Contractors, Council, and Unions.

3.15 “Prevailing Wage” means the highest of the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, and the current California State Prevailing Wage Determinations, as determined by the Director of the Department of Industrial Relations, as the same may be changed during the term of any Construction Contract, as defined above. Any person performing Project Work will be paid not less than the highest applicable general prevailing rate of wages as so determined for the classification in which the work is performed. Because federal and local funds are involved, where the minimum rate of pay for any classification may differ among Federal, State, and local wage rate determinations, the highest of the rates of pay for the applicable jurisdiction in which the work is performed will prevail. The Developer and Primary Contractor will include in any Contract for Project Work a requirement that all persons performing labor under such Contract shall be paid pursuant to the Schedule A agreement of the applicable Union and shall be paid not less than the highest prevailing rate of wages for the labor so performed. The Developer and Primary Contractor will require all

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Contractors to submit certified payroll records with respect to all persons performing Project Work to the City every week during any construction period.

3.16 “Primary Contractor” means the prime contractor, general contractor, and/or their equivalent entities, that directly contracts with the Developer to perform, assign, award or subcontract Project Work, and includes the Developer to the extent the Developer self-performs project work.

3.17 “Prime Contract” means the Construction Contract executed between Developer and the Primary Contractor and posted at [INSERT URL], and associated contract documents and includes Project Work self-performed by the Developer, as set forth in Section 3.5. The Prime Contract shall include all RAD Program rehabilitation and new construction work.

3.18 “Project” or “Project Work” shall constitute and be limited to all RAD Program rehabilitation and new construction work within the Prime Contract for the Property set forth herein (including Change Orders to the Contract and Punch List Items), except as otherwise set forth in this paragraph, and Developer warrants that all such work is covered by and will be performed pursuant to this Agreement. All Project Work shall be identified in the Prime Contract and posted at [INSERT URL]. Project Work shall be limited to work within the craft jurisdictions of the Unions and is subject to the exclusions set forth in Section 4.3. Project Work shall not include any work performed prior to the transfer of control over the Property to the Developer or to ongoing and regular maintenance work (which may include emergency repairs) not set forth in the Prime Contract. Developer, Primary Contractor and the Council may mutually agree in writing to cover, under this Agreement, additional components not presently covered under the Project’s Scope

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of Work. For purposes of Article 18, “Covered Work” shall have the same definition as “Project Work.”

3.19 “Property” or “Properties” means 430 Turk. Property includes temporary yards dedicated to Project Work or areas adjacent to the Property where Project Work is performed.

3.20 “Schedule A agreement(s)” or “Master Labor Agreements” means the Master Collective Bargaining Agreement(s) of each craft Union signatory to this Agreement listed in **Appendix A** and provided by the Council, and which are incorporated herein by reference.

3.21 “Small Business Enterprise” or “SBE” means any business certified as a Small Business Enterprise by the City and County of San Francisco under the San Francisco Administrative Code, including any amendments thereto.

3.22 “Subcontractor” means any individual, firm, partnership or corporation, or combination thereof (including joint ventures), of any tier performing or subcontracting Project Work and their successors and assigns, provided, however, that this definition shall exclude the Primary Contractor(s).

3.23 “Union” or “Unions” means the San Francisco Building and Construction Trades Council and its affiliated local Unions acting on their own behalf or on behalf of their respective affiliates and member organizations whose names are subscribed hereto, and who have executed this Agreement through their authorized officers.

ARTICLE 4
SCOPE OF AGREEMENT

4.1 This Agreement shall apply and is limited to all Project Work performed on or after the Effective Date of this Agreement, subject to the exclusions in Section 4.3, until the Agreement terminates according to Article 24 (Duration of

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Agreement). It shall not apply to work performed in preparation for the RAD construction prior to the Effective Date. In the event Project Work is removed from Construction Contracts but is nevertheless performed as part of the RAD Rehabilitation Program, such work shall be performed under the terms of this Agreement. Developer and Primary Contractor certify that all Project Work will be performed under this Agreement.

4.2 Within the scope of the Prime Contract, this Agreement covers, but is not limited to, the following kinds of Project Work:

- (a) On-site site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities of the Project Work, including without limitation to the following examples: geotechnical and exploratory drilling, temporary HVAC, new landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, and pump stations, that is within the craft jurisdiction of one of the Unions and that is part of the Project. On-site work includes work done for the Project in temporary yards or areas adjacent to the Property, at dedicated sites, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.
- (b) Except as set forth in Section 4.3(f), any start-up, calibration, commissioning, performance testing, repairs or revisions that are in

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fulfillment of the Construction Contract during the term of the Agreement, and/or warranty work of Project Work during the term of the Agreement.

- (c) All on-site fabrication work over which the Developer, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project), and off-site work to the extent set forth in **Appendix E**.

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- (d) The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are incorporated into the construction process shall be covered by this Agreement. The off-hauling of debris and excess fill, material and/or mud, shall be covered by this Agreement to the fullest extent provided by prevailing wage determinations of the California Department of Industrial Relations or by Labor Code section 1720.3.
- (e) Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control System Technicians, with the exception that Articles 10, 16, and 18 of this Agreement shall apply to such work.

4.3 Exclusions: The following are specifically excluded from the scope of the Agreement:

- (a) Work of non-manual employees including but not limited to: project managers; superintendents; supervisors above the level of general foreperson; inspectors and quality control and quality assurance personnel (except that this Agreement shall cover the classifications of surveyors, on-site inspectors, material testers, and/or x-ray technicians that are

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customarily covered by the Schedule A agreements and as to which a Prevailing Wage determination has been published); timekeepers; mail carriers; clerks, office workers (including messengers); guards; safety personnel; emergency medical and first aid technicians; and professional, architectural, engineering, administrative, supervisory and management employees.

- (b) All employees or volunteers of the Developer, including, but not limited to, maintenance workers and custodial staff, architects and engineers, attorneys, environmental consultants and any other consultant for the Developer and its sub-consultants, including other employees of professional service organizations; provided, however, that to the extent the Developer self-performs Project Work, as defined in Section 3.5, such work will be covered by this Agreement in the same manner as if performed by employees of a Contractor.
- (c) Any work performed on, near, or leading to or into the Property undertaken by state, county, city or other governmental bodies or their contractors, including any work performed by SFHA or their contractors, or by public or private utilities or their contractors.
- (d) All off-site manufacture and fabrication, delivery to off-site locations or handling at off-site locations of raw materials, manufactured products, equipment or machinery, except at dedicated project yards, lay-down or storage areas that are dedicated for Project Work, and except as provided in the supplemental agreements included in **Appendix E**, which are incorporated herein by reference.

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- (e) Off-site maintenance of leased equipment and on-site supervision of such work.
- (f) Work by employees of a manufacturer or vendor necessary to install, commission and/or maintain and repair such manufacturer's or vendor's specialty products, including, but not limited to, electronic security and life safety systems, information technology systems and building automation systems requiring special knowledge of the particular item(s), provided that the manufacturer or vendor can demonstrate by an enumeration of specific tasks that the work cannot be performed by covered employees. Any dispute will be resolved using the grievance procedure and under no circumstances will a dispute impact Project Work.
- (g) Employees engaged in off-site laboratory and off-site specialty testing are excluded, provided, however, that on-site inspection customarily covered by the Schedule A agreements and as to which classifications a prevailing wage rate determination has been published shall be covered by this Agreement.
- (h) Any Contract of any tier for Project Work equal to or less than \$100,000, provided that: (1) no Subcontractor shall be awarded contracts covered by this exclusion totaling more than \$100,000 in the aggregate, during the term of this Agreement; and (2) notwithstanding this provision, no more than an amount equivalent to 5% of the total of all Construction Contract values for the Property or Properties subject to this Agreement may be excluded under Section 4.3(h). If excluded, such Contractors shall not be required to execute a **Letter of Assent**. This exclusion shall not apply to any Subcontractors performing work within the scope of work provisions

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of District Council 16 affiliated unions (see **Appendix H**). This exclusion is intended to assist with, and is limited to, businesses that are Local Business Enterprises and/or Small Business Enterprises (as set forth in the San Francisco Administrative Code, including any amendments thereto) and/or that qualify as Section 3 Small Business Concerns (as set forth in 24 C.F.R. § 135), prior to performing Project Work. If a Contract falls within this exclusion, the Unions may request from the Developer, and the Developer shall promptly provide, a copy of the procurement subcontractor list which shall include the values of the Contract, the reported designation of the Subcontractor, the percentage of total Construction Contract value, and the requirement it meets.

4.4 The Developer reserves the right to terminate, delay, suspend, modify, augment and/or expand any and all portions of the Project Work at any time; including, but not limited to, re-packaging, and/or re-bidding any Project Work or otherwise combining, modifying, consolidating, or canceling contracts identified as part of the Project Work; however, any such changes shall be set forth in a Change Order and will be RAD Program Project Work as defined in Section 3.18. Further, the Developer may require or prohibit some or all work on certain days or during certain hours of the day and/or require such other operational or schedule changes that it may deem necessary.

4.5 The Parties recognize that the Developer intends to use its best efforts to ensure that LBEs and/or SBEs can compete for Project Work on a level playing field, and to maximize the participation of such LBEs and/or SBEs in performing Project Work, to the extent such requirements are applicable to the Project. All Parties are committed to making good faith efforts towards these goals. Should the

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Developer or any Contractor determine that additional steps are necessary to ensure achievement of these goals, the Parties shall refer the matter to the Joint Administrative Committee (JAC) – established pursuant to Article 14 – for recommendations.

4.6 This Agreement shall be included in all invitations to bid or solicitations for proposals from Contractors for Construction Contracts.

4.7 The liability of the Developer, any Contractor and the separate Unions under this Agreement shall be several and not joint. This Agreement does not create any joint employment, single employer or alter ego status among or between the Developer and any Contractor. Nor does it create any employment relationship between the Developer and employees of such Contractors.

4.8 This Agreement shall be binding only on the signatory Parties hereto, including the signatories to any **Letter of Assent**, including their successors and assigns, but shall not apply to any parents, affiliates, subsidiaries, or other joint or sole ventures of any Contractor that do not perform Project Work under a Construction Contract.

4.9 Nothing in this Agreement shall be construed to prohibit, restrict, or interfere with any other operation, work or function that may be performed by the Developer on its properties or in and around the Property that is not Project Work.

4.10 In the event of their expiration, Schedule A agreements incorporated as part of this Agreement shall continue in full force and effect until a new or modified agreement is reached.

4.11 Any provisions negotiated in said Schedule A agreements will not apply to work covered by this Agreement to the extent such provisions are more costly to the Contractor or the Developer for work covered by this Agreement than those

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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.

4.12 This Agreement, together with the referenced Schedule A agreements, constitutes an integrated, self-contained, stand-alone agreement and, by virtue of having become bound to this Agreement, 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.

4.13 Grievances and disputes involving the interpretation or application of this Agreement shall be adjudicated according to the procedures set forth in Article 16 of this Agreement. Any dispute as to the interpretation or application of a Schedule A agreement between a Union and a Contractor who is also a signatory to that Schedule A agreement, where such dispute involves an issue arising under that Schedule A agreement, shall be adjudicated pursuant to the grievance and arbitration procedures contained in the applicable Schedule A agreement.

4.14 Current copies of Schedule A agreements have been provided by the Council, and the affiliated Unions are listed in **Appendix A**. It shall be the responsibility of the respective affiliated Unions to provide copies of any successor Schedule A agreements to the Designated Representative.

ARTICLE 5
SUBCONTRACTORS

5.1 The Developer and/or Primary Contractor have the right to award a Construction Contract to any Contractor regardless of whether such Contractor is signatory to any Master Labor Agreement, provided that such Contractor is willing, ready and able to execute and comply with this Agreement should such Contractor

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be awarded work covered by this Agreement. In no event shall this provision supersede any subcontracting clauses of Schedule A agreements for signatory Contractors.

5.2 All Contractors who are awarded Construction Contracts on the Project shall be required to accept and be bound by the terms and conditions of this Agreement by executing a **Letter of Assent**, which shall be submitted to the Developer, Primary Contractor and Council prior to the commencement of Project Work.

5.3 At, or prior to, the required publication of Invitations for Bids on the Bids / Contracts Database by the City and County of San Francisco, the Primary Contractor or its designee shall notify the Council of the issuance of the Invitation for Bids for any Contracts covering Project Work. Email or other written notice to the Secretary-Treasurer of the Council of the issuance of the Invitation for Bids shall be sufficient to satisfy this notification requirement.

ARTICLE 6
UNION SECURITY

6.1 The Contractors recognize the Unions as the sole bargaining representative of all craft employees performing Project Work under this Agreement.

6.2 No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, on the Project. All employees shall, however, be required to be members in good standing with the referring Union or to comply with the applicable union security provisions on or before the eighth (8th) day of continuous or cumulative employment on the Project for the period during which they are performing Project Work. This obligation may be satisfied by the tendering of the applicable monthly dues and fees, for the period

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during which the employees are performing Project Work, that are uniformly required for union membership in the applicable Union.

ARTICLE 7
REFERRAL

7.1 Subject to the provisions of Article 8, the Contractors performing Project Work subject to this Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions. The Contractors shall have the right to determine the competency of all referrals and to reject any applicant referred by the Unions in accordance with the applicable Schedule A agreement.

7.2 The Unions will exert their utmost efforts to recruit sufficient numbers of qualified applicants to fulfill the workforce requirements of the Contractor. In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor for employees within a forty-eight (48) hour period after the Contractor makes such a requisition, excluding Saturdays, Sundays and holidays, the Contractor shall be free to obtain skilled personnel from other sources. In the event the Contractor hires an employee from another source, the Contractor shall immediately provide the appropriate Union with the name, address and social security number of the employee and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article 6 of this Agreement.

7.3 Each signatory Union and Contractor (as defined in Section 3.5, including subcontractors signatory to **Letters of Assent**), shall utilize all discretion permissible under the applicable Schedule A agreements, and/or hiring hall rules, to help ensure that the requirements of Article 8.1 are met.

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7.4 The Union(s) shall be the sole source of all craft labor employed on the Project, except as otherwise provided in this Agreement. However, in the event that a Contractor has its own core workforce, the Contractor may request by name, and the Union shall honor, consistent with standard Hiring Hall rules and procedures and this Agreement, referral of the Contractor's employees who have applied to the Union for Project Work, who comply with Article 6 (Union Security), and who demonstrate the following qualifications ("Core Employees"):

- (a) Possess any license and/or certifications required by state or federal law for the Project Work to be performed;
- (b) Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (c) Were on the Contractor/Employer's active payroll for at least ninety (90) days in the preceding one hundred and eighty (180) days prior to the contract award; and
- (d) Have the ability to perform safely the basic functions of the applicable trade.

7.5 The Contractor shall be allowed to employ three (3) Core Employees (except as noted below) pursuant to the following methodology. As its first employee, the Contractor shall be allowed to employ one Core Employee. As its second employee, the Contractor shall request, and the Union shall refer, one employee from the hiring hall out-of-work list of the affected trade or craft. However, for each Core Employee identified by Contractor that meets the requirements of Section 8.1, Contractor shall be permitted one additional Core Employee(s), up to a total of no greater than five (5) Core Employees. This alternate hiring procedure shall be followed until the Contractor reaches its maximum

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allowable number of Core Employees. However, whenever the Contractor requests dispatch of only one (1) employee, the order of the first two selections shall be reversed, such that the first employee employed shall come from the hiring hall out-of-work list. When only one (1) employee is required at the end of a job, that employee shall have been hired from the hiring hall out-of-work list. Thereafter, except as provided in Section 7.2, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, this ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Collective Bargaining Agreement of the affected Union(s).

7.6 The Developer, Contractor, CityBuild, or the San Francisco Housing Authority may refer qualified persons directly to the applicable hiring hall to fulfill the requirements of Article 8. The hiring hall shall refer such individuals to Contractors, consistent with Schedule A agreements and hiring hall rules and procedures, and in accordance with this Article, or furnish an explanation to CityBuild for its failure to refer such individuals. Unions and CityBuild shall work together to resolve any dispute regarding such referrals.

ARTICLE 8
EMPLOYMENT OPPORTUNITIES AND APPRENTICES

8.1 The Parties understand that various legal requirements apply to the Project as an express condition of the RAD Program. These requirements include

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employing special percentages of public housing residents and low-income persons in San Francisco, as well as contracting with Local Business Enterprises and/or Small Business Enterprises and offering entry-level positions to particular candidates. The Parties shall take all necessary actions available under this Agreement to comply with the following requirements summarized below. As set forth in SFHA Commission Resolution No. 0018-15, for purposes of this Agreement, “public housing residents” shall also include residents of Housing Authority properties that are converted through the RAD program.

- (a) **25% Resident Hire.** It is understood that the Developer and Contractor, are required under contract to comply with SFHA Commission Resolution No. 4967 (attached as **Appendix D**), which states that at least twenty-five percent (25%) of the total workforce hours are to be performed by public housing residents. While it is further understood that the Contractor, and not the Unions, determine the number of hours worked by each employee, the Unions agree to work with CityBuild, the Developer, and the Contractor to help ensure that a sufficient number of qualified residents are referred to meet Resolution No. 4967.
- (b) **HUD Section 3 Requirements.** HUD Section 3 and MOHCD Procurement Policies (included in the Developer’s Loan Agreement) requires, among other things:
 - (1) At least thirty percent (30%) of all new hires be Section 3 Residents, which means an individual selected from the following four (4) categories, in order of priority:
 - (i) Public housing residents of the site on which Project Work is performed;
 - (ii) Public housing residents living elsewhere in San Francisco;

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- (iii) Graduates of a HUD YouthBuild program in the San Francisco-Oakland-Hayward Metropolitan Area as defined by Office of Management and Budget (OMB) Bulletin No. 13-01 (Counties of San Francisco, Alameda, Marin, Contra Costa, and San Mateo); and
 - (iv) Low-income persons from the San Francisco-Oakland-Hayward Metropolitan Area as defined by OMB Bulletin No. 13-01 (Counties of San Francisco, Alameda, Marin, Contra Costa, and San Mateo) where “low-income” means earning less than eighty percent (80%) of Area Median Income.
- (2) At least ten percent (10%) of the dollar amount of Construction Contracts be performed by Section 3 Business Concerns, where “Section 3 Business Concern” means a business whose owners are majority Section 3 Residents, whose full-time employees are at least thirty percent (30%) Section 3 Residents, or whose work is at least 25% subcontracted to other Section 3 Business Concerns.
- (c) **Local Business Enterprises and Small Business Enterprises².** Chapter 14B of the San Francisco Administrative Code requires, among other things, that Contractors:
- (1) Comply with the subcontracting goals established by the Contract Monitoring Division, including setting aside fifty percent (50%) of Construction Contracts greater than \$10,000 and equal to or less than \$400,000 for Micro-LBEs (SFAC Ch. 14B.7(K));
 - (2) Ensure that subcontracts are awarded to LBEs and/or SBEs whenever possible by placing qualified LBEs and/or SBEs on solicitation lists and dividing total requirements (when economically feasible) into smaller tasks or quantities to permit

² The Parties understand that if the City and County of San Francisco creates an SBE goal or requirement before Phase 2 of the Project, it shall apply to work done in Phase 2.

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- maximum LBE and/or SBE participation; and
- (3) Use the services and assistance of the Contract Monitoring Division with respect to subcontracting work to LBEs and/or SBEs.
 - (4) Per HUD regulations, if federal funding is a component of financing for the Project, LBE goals or requirements shall not apply.
- (d) **First Source Hiring Program.** Chapter 83 of the San Francisco Administrative Code requires, among other things, that Contractors:
- (1) Enter into a First Source Hiring Agreement with CityBuild setting forth the hiring and retention goals for entry-level positions;
 - (2) Submit a projection of entry-level positions to CityBuild within thirty (30) days of receiving an award for Project Work, and submit information of entry-level positions to CityBuild as they become available; and
 - (3) Offer CityBuild the first opportunity to refer qualified candidates to the entry-level positions and make good faith efforts to hire candidates referred by CityBuild.
- (e) It is understood that the above listing of requirements is abbreviated, and that the actual requirements of SFHA Resolution Nos. 4967 and 0018-15, HUD Section 3, San Francisco Administrative Code Chapters 14B and 83 shall apply.

8.2 **Administration by CityBuild**

The Parties shall work with and agree to accept qualified referrals from CityBuild unless inconsistent with the Schedule A agreements or hiring hall rules or

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procedures. In conjunction with the MOHCD or its designee, CityBuild shall be charged with administering and harmonizing the requirements set forth above. The Parties agree to work with CityBuild to identify candidates for employment and apprenticeship in all four categories identified in Section 8.1, with a priority placed on recruiting residents of Public and subsidized housing in the City and County of San Francisco. The Contractors agree to request and the signatory Unions agree to refer, consistent with the referral procedures of the hiring hall, qualified and available workers in the four categories, by order of priority. This priority shall apply to all requests for referrals from a hiring hall, except that, in the case of apprentice referrals, the provisions of Section 8.3, shall additionally apply. Hiring of apprentices according to Section 8.3 shall count toward the requirements of this Article insofar as apprentices belong to one of the four categories.

8.3 Apprentices

- (a) In all matters, the Parties shall comply with the requirements of the Division of Apprenticeship Standards of the California Department of Industrial Relations and with the applicable State-approved Joint Apprenticeship Training Program (as set forth in the California Labor Code sections 1777.5 *et seq.*) standards and procedures, as they may be amended from time to time. All apprentices shall be indentured in state approved joint apprenticeship training programs.
- (b) The Parties agree to work with CityBuild to identify apprentices and candidates for apprenticeship in the four categories identified in Section 8.1. The parties shall also utilize the services of CityBuild Academy to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling

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and mentoring, support network, employment opportunities, and other needs as identified by the parties.

- (c) The Parties agree to work with such additional organizations as designated by the San Francisco Housing Authority, CityBuild, and/or the MOHCD to identify and develop candidates for apprenticeship and pre-apprenticeship from San Francisco public housing residents.

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- (d) Prior to performing work, contractors shall contact in writing their signatory Union(s), or the local hiring hall(s) from which they plan to or may request workers, to request all possible assistance from the Union(s) in fulfilling the hiring and employment requirements outlined in this Agreement.
- (e) Each Contractor is encouraged to maximize the number of apprentices within each trade for the maximum number of hours allowable consistent with the regulations of the State of California, applicable Schedule A agreements, with the needs of safety and instruction, and with the needs of the Project. Employment of all apprentices shall be consistent with state law, applicable Schedule A agreements, and regulations governing Apprenticeship standards, the needs of safety and instruction, and the availability of appropriate work. In no event shall any Contractor employ apprentices for less than the minimum number of hours required by the State of California. Each Contractor shall submit an apprenticeship utilization plan at its pre-job meeting and shall submit weekly certified payrolls including identification of all registered apprentices to the City and County of San Francisco.
- (f) To assist in fulfilling the requirements of Section 8.1 of this Agreement, if the Contractor hires apprentices, it shall follow the following procedure for its first apprentice and for additional alternating apprentices per subsection (g):
 - (1) If the apprenticeship standards of the State of California for the particular apprenticeship program provide for sponsorship of apprenticeship candidates directly to apprenticeship, the Contractor

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shall sponsor a candidate from one of the four categories described in Section 8.1(b) to the appropriate apprenticeship.

- (2) If the apprenticeship standards of the State of California for the particular apprenticeship program provide for sponsorship not directly to apprenticeship, but instead to pre-apprenticeship, the Contractor shall sponsor a candidate from one of the four categories described in Section 8.1(b) to the appropriate apprenticeship. The Contractor shall employ the apprentice after successful completion of the pre-apprenticeship for at least twice the period of the pre-apprenticeship, whether on the Project or on other work, unless the Contractor can demonstrate either that no further work is available or that there is cause to end the apprentice's employment.
- (3) If the apprenticeship standards of the State of California for the particular apprenticeship program do not provide for sponsorship to either apprenticeship or pre-apprenticeship, but for cyclical admission to apprenticeship, the Contractor shall request in writing that the Union commit to indenturing an apprentice from one of the four categories in Section 8.1(b) in its next admissions cycle, and the Union shall so commit in writing, if a candidate qualified under the appropriate State-approved standards is available. The Contractor may then hire an apprentice by the procedures of Section 8.3(g). The Union shall provide notice to CityBuild when the next admissions cycle is announced.

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- (g) If the Contractor hires a second apprentice, or a first apprentice under the requirements of Section 8.3(f)(3), it shall request from the Union an indentured apprentice in the four categories described in Section 8.1(b), and the Union shall provide such apprentice, in the order of priority stated in Section 8.1(b), insofar as is consistent with apprenticeship standards of the State of California and with its Schedule A agreement.
- (h) Hiring of additional apprentices shall alternate as per Section 8.3(f) and Section 8.3(g).
- (i) If an apprentice hired according to this Section resigns work or is separated for cause or non-qualification, Contractor shall replace such apprentice according to this Section.
- (j) Nothing in this section shall prohibit (consistent with Schedule A agreements and hiring hall procedures) Contractors from hiring referrals from CityBuild.

8.4 HELMETS TO HARDHATS

- (a) The Contractors, Unions, and Council recognize a desire to facilitate entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors, Unions, and Council agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (the “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.

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

ARTICLE 9
UNION REPRESENTATION

9.1 Authorized Union and Council representatives shall have access to the Property at all times when work is being performed, provided that they do not interfere with the work of the employees and they comply with applicable regulations and with posted visitor security and safety rules. If regulations require specialized health and safety training to access a specific work area on the Property, then the Union representatives shall complete any required health and safety training programs prior to accessing the restricted work area. Union representatives shall not be charged for this training program.

ARTICLE 10
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

10.1 The Parties covered by this Agreement agree that for the duration of the Project:

- (a) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason (including jurisdictional disputes), by the Unions or employees employed on the Project, at the Property or at any other facility of Developer or Primary Contractor because of a dispute on the Project. However, nothing in this Article shall prohibit discussion

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or exchange of literature between Union members performing Project Work and other workers performing work of any kind on the Property, provided that such communication shall not disrupt work.

- (b) Failure of any employee to cross any picket line at the Property established by any union, signatory or non-signatory to the Agreement, or by any organization or individual is a violation of this Article. Contractors and Unions shall use all reasonable means to obtain compliance with this Article.
- (c) There shall be no lockout of any kind of any employee employed on the Project by a Contractor.
- (d) Nothing stated in this Agreement shall prevent Unions from participating in the actions mentioned in this section on jobsites other than the Project jobsite because of disputes between the Unions and Contractor on projects other than this Project.

10.2 If a Master Labor Agreement expires during the duration of the Project, the Union will not strike on Project Work covered under this Agreement and the expired Master Labor Agreement shall continue in full force and effect for Project Work covered under this Agreement until a new or modified Master Labor Agreement is reached.

10.3 Notification: If the Developer or any Contractor contends that any Union has violated this Article, it shall notify in writing the Secretary-Treasurer of the Council, the Senior Executive of the involved Union(s), and the Designated Representative of the Developer, setting forth the facts that the Developer or Contractor contends violate the Agreement prior to invoking the procedures of Section 10.5. The Secretary-Treasurer will immediately use his/her best efforts to

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cause the cessation of any violation of this Article. The leadership of the involved Union(s) shall immediately order the membership to cease any violation of this Article.

10.4 If a Union contends that any Contractor has violated this Article, it shall notify in writing the Contractor and the Designated Representative of the Developer, setting forth the facts that the Union contends violate the Agreement prior to invoking the procedures of Section 10.5. The Contractor and/or the Designated Representative of the Developer shall immediately order the involved Contractor to cease any violation of this Article.

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

- (a) The party invoking this procedure shall contact the Designated Representative of the Developer who shall provide notice to Robert Hirsch who is the permanent arbitrator under this procedure and to the parties alleged to be in violation of this Article within twenty-four (24) hours after receipt of notice from the party invoking this procedure. In the event that the permanent arbitrator is unavailable at any time, Barry Winograd shall be appointed the alternate, or if he is unavailable, then a selection shall be made from the list of arbitrators in Article 16 (Grievance and Arbitration Procedure). Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email, and/or telephone to the party alleged to be in violation, to the Council, and to the involved local Union if a Union is alleged to be in violation.

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- (b) The arbitrator shall hold a hearing within twenty-four (24) hours after receipt of the notice invoking the procedure.
- (c) The arbitrator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session not to 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 prevent the arbitration from proceeding, nor 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 this Article has occurred. The arbitrator shall not consider any matter in justification, explanation, or mitigation of such violation and shall not award damages except as set forth in Section 10.6 below. These issues are reserved for court proceedings, if any. The decision 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 five (5) days but its issuance shall not delay compliance with or enforcement of the award. The requesting party shall be responsible to pay any additional cost associated with the written opinion. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties and the Designated Representative of the Developer by hand, facsimile or electronic mail. Such award may be enforced by any Court of competent jurisdiction, in the following manner. Written notice of the filing of enforcement proceedings shall be served by hand or delivered by certified mail to the other party. In the event the prevailing party initiates a

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proceeding to obtain a temporary order enforcing the arbitrator's award, 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. Any order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

- (e) Any rights created by statute or law governing arbitration proceedings and any practices, understandings, or agreements between the Contractors and Unions that are not specifically set forth in this Agreement or the applicable Schedule A agreements and that are inconsistent with and/or interfere with the above procedure are hereby waived by the parties to whom they accrue.
- (f) The fees and expenses of the arbitrator shall be equally divided between or among the party or parties initiating this procedure and the respondent party or parties.
- (g) Nothing in this Agreement shall preclude a Union from informing an employee of non-payment of wages or benefits by any Contractor. The Union shall not be responsible for an employee's withholding of his/her labor for non-payment of wages or benefits, and no employee shall be penalized for withholding his/her labor for non-payment of wages or benefits. The Union shall concurrently inform the Developer of any non-payment of wages or benefits by any Contractor. In the event that an employee withholds his/her labor for non-payment of wages or benefits, all other terms of Section 10.1 shall continue to apply. Similarly, nothing in this Agreement shall preclude a Union from withdrawing its members

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from employment of any Contractor that has failed to pay wages, or failed to make required benefits payments to a trust fund. However, the Union shall be permitted to do so only if it has initiated the applicable grievance procedure and has provided written notice to the Developer of the intent to withdraw the employee no less than five (5) business days prior to withdrawal of the employee. This provision shall not apply to routine disputes over the amounts paid, but rather to failure by a Contractor to pay wages or gross and continuing failure to contribute to appropriate trust funds for benefits. Provided, however, that if the Developer guarantees timely payment of trust fund contributions as set forth in the delinquency notice and/or makes required wage payments, the work shall continue and the Union shall not withdraw workers from the job. Developer considers non-payment of wages and benefits by a Contractor, or non-compliance with a grievance resolution by a Contractor, to be grounds for termination of a contract.

10.6 If the arbitrator determines that a violation of Sections 10.1, 10.2, 10.3, or 10.4 has occurred, the breaching party shall within eight (8) hours after the issuance of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party does not cease such activities by the beginning of the next shift following the expiration of the eight (8) hour period after the arbitrator's issuance of the decision, then the breaching party shall pay the sum of \$10,000 per shift as liquidated damages until the breach is remedied. The arbitrator shall retain jurisdiction for the purpose of determining compliance with this obligation, and determining the amount of liquidated damages, if any; but such retention shall not prevent or delay judicial enforcement of the initial decision.

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10.7 Moreover, there shall be no strike, work stoppage or interruption in protest of any decision or resolution resulting from a grievance or arbitration proceeding pursuant to Articles 10, 16 and 18.

10.8 The Developer and/or the Council, at their option, may participate in any proceeding initiated under this Article. However, the Developer or Council shall not be responsible for fees and expenses under Section 10.5(f) unless it initiates the procedure.

ARTICLE 11

WAGES, BENEFITS, AND TERMS AND CONDITIONS OF EMPLOYMENT

11.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid according to the hourly wage rates for those classifications pursuant to the applicable Schedule A agreement. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Labor Agreement of the respective crafts, to the extent such Master Labor Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Labor Agreement and not covered by this Agreement, the Master Labor Agreement will prevail. Where a subject is covered by both the Master Labor Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

11.2 While performing Project Work, Contractors shall pay fringe benefit contributions to the Employee Benefit Trust Funds (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, and/or other bona fide benefits that accrue to the direct benefit of the employee) identified in the applicable Schedule A agreements on behalf of all employees covered by this Agreement.

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Contractors shall pay these contributions and make all employee-authorized deductions in the amounts designated in the applicable Schedule A agreement. This provision does not prohibit Contractors that are also signatory to the Schedule A agreements of the signatory Unions from making contributions to other funds as set forth in those agreements.

11.3 While performing Project Work, Contractors agree to be bound by the written terms of the applicable, legally-established trust agreements described in Article 11.2 specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for Contractor's employees. The Contractors authorize the parties to such 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.

ARTICLE 12
HEALTH/SAFETY

12.1 It shall be the responsibility of the Contractors to comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, and safety equipment and practices. Further, it is the responsibility of the Contractors to ensure safe working conditions and employee compliance with safety rules.

12.2 It is also 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 Developer and Contractors. Employees shall be bound by all reasonable safety, security and visitor rules and requirements established by the Developer and Contractors. The Contractors shall publish and post such

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requirements in conspicuous places throughout their respective areas of work on the Property. An employee's failure to satisfy her/his obligations under this Article may subject her/him to discipline, including discharge.

12.3 A Contractor may suspend all or a portion of Project Work to protect the life and safety of an employee or employees.

12.4 Contractors shall provide adequate supplies of drinking water and sanitary facilities for all employees.

12.5 The Unions shall cooperate with the Contractors and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty and of any job as a whole. It is recognized that it is the responsibility of the Contractors to ensure safe working conditions and employee compliance with safety rules.

12.6 Adequate first aid equipment shall be maintained and provisions shall be made available for the safety of employees by each Contractor. Each Contractor shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care or hospitalization or both. Each Contractor must post the name and address of its doctor and of the Worker's Compensation Insurance carrier on the Property.

ARTICLE 13
DRUG & ALCOHOL TESTING

13.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time by any person while performing Project Work is prohibited.

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13.2 The Parties agree to recognize and use the Substance Abuse Prevention Policies contained in each applicable Union’s Schedule A agreement.

ARTICLE 14
JOINT ADMINISTRATIVE COMMITTEE

14.1 The Parties shall establish a six (6) person Joint Administrative Committee (“JAC”). The JAC shall be comprised of three (3) representatives designated by the Developer and/or the Primary Contractor, and the following Union representatives: the Secretary-Treasurer of the Council, the Vice President for Basic Crafts, and the Vice President for Subcrafts, or their designees. Each representative shall designate an alternate who shall serve in her/his absence for any purpose contemplated by this Agreement.

14.2 The JAC shall meet as needed to resolve grievances as described in the grievance and arbitration procedure described in Section 16.3, Step 3. The JAC may meet additionally at the request of the Council or the Developer. Should an individual affiliated Union believe that the exclusion in Section 4.3(h) has resulted in that Union being disproportionately impacted, the JAC shall convene to discuss an appropriate resolution.

ARTICLE 15
EMPLOYEE GRIEVANCE PROCEDURE

15.1 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through grievance and arbitration provisions contained in the Schedule A agreement for the Union of the affected employee.

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ARTICLE 16
GRIEVANCE AND ARBITRATION PROCEDURE

16.1 Where there is a dispute in the first instance as to whether the provisions of Article 16 or the grievance procedures of a Schedule A agreement apply, the dispute shall be presented initially to an arbitrator selected under Section 16.3, Step 4 for resolution as to the applicable procedures. The arbitrator shall hold an expedited hearing within forty-eight (48) hours after receipt of the notice invoking the procedure and shall issue an award within twenty-four (24) hours after the close of the hearing. The award shall specify the appropriate procedure to be followed 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 a hearing on the merits under the appropriate procedure as determined by the arbitrator. The requesting party shall be responsible to pay any additional costs associated with the written opinion.

16.2 Any question, dispute, or claim arising out of, or involving the interpretation or application of this Agreement, excluding jurisdictional disputes and alleged violations of Article 10, shall be considered a grievance and shall be resolved in accordance with the procedures set forth below, provided that the question, dispute or claim arose during the term of this Agreement. No grievance shall be recognized unless the grieving party (Union on its own behalf or on behalf of a represented employee, or a Contractor or the Developer on its own behalf) provides notice in writing to the designated representative of the signatory party with whom it has a dispute, within ten (10) business days after the alleged violation was committed, but in no event, more than thirty (30) days after the grievant knew or reasonably should have known of the event giving rise to the dispute. The Designated Representative of the Developer, Primary Contractor and Council shall

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be copied on all notifications required by this Article. Upon executing this Agreement, each party shall be required to designate a representative in writing for the purpose of this Article.

16.3 Grievances shall be resolved according to the following procedures:

- (a) **Step 1.** Within five (5) business days after the receipt of the written notice of the grievance, the designated representatives of the parties shall confer and attempt to resolve the grievance. If the grievance is not resolved within five (5) business days after its referral, or such time as mutually agreed upon, either involved party may refer the dispute to Step 2 if one of the parties is a Local Union or District Council, or directly to Step 3 if neither party is a Local Union or District Council.
- (b) **Step 2.** An International Representative of the involved Union, or the International's designated representative, and the involved Contractor 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 Contractor. If the parties fail to reach an agreement, the dispute may be referred by either party to Step 3.
- (c) **Step 3.** In the event that the representatives are unable to resolve the grievance within seven (7) business days after its referral to Step 2, it shall be referred to the JAC, which shall meet within five (5) business days after such referral (or such time as is mutually agreed upon by all representatives on the JAC), to confer in an attempt to resolve the grievance.
- (d) **Step 4.** If the grievance is not settled at Step 3, within five (5) business days after the meeting of the JAC, either party to the grievance may

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submit the grievance to arbitration by notification in writing to the other party. Within seven days of notification, the parties shall select an arbitrator by alternately striking a name from the following list of arbitrators: Robert Hirsch, Barry Winograd, Morris Davis, Catherine Thompson, Carol Vendrillo, William Engler, and Barbara Kong Brown. The party to strike first shall be determined by a coin toss.

- (1) Upon selection of an arbitrator, the Designated Representative of the Developer shall provide notice to the arbitrator and parties to the grievance. Any arbitrator who does not respond within five (5) business days or who is not available within eight (8) weeks of this notice shall be deemed to have waived the assignment. The grievance shall be referred to the next arbitrator on the list who was last to be struck (and so on, until an arbitrator is selected).
- (2) Upon selection of an arbitrator, the arbitrator shall arrange for a hearing on the earliest date available from the date of her/his selection. The arbitrator's decision shall be confined to the issue(s) posed by the grievance and shall be remedial only. The arbitrator shall not have the authority to modify, amend, alter, cancel, add to or subtract from, any provision of this Agreement.
- (3) A decision shall be given to the parties within five (5) business days after completion of the hearing unless such time is extended by mutual agreement. 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 requesting party shall be responsible to pay any additional cost

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associated with the written opinion. The arbitrator's decision shall be final and binding upon all parties to the grievance.

- (4) The cost of the arbitrator's fees and expenses and any cost to pay for facilities for the hearing shall be borne equally by the parties to the grievance. The cost of a court reporter shall be paid by the requesting party, unless otherwise agreed.
- (5) Any of the time periods set forth in this Article may be modified in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, faxed, electronically mailed, or postmarked during the extended time period. Failure to respond in writing within the time limits provided above, without a mutually agreed upon extension of time, shall be deemed a waiver of such disputes with prejudice.

16.4 The Developer, Primary Contractor, and Council may, at their option, participate in any proceeding initiated under this Article. However, none of these shall be responsible for fees and expenses unless it is a party to the procedure.

ARTICLE 17
PRE-JOB CONFERENCE

17.1 The Developer shall provide notice and hold pre-job conferences at least ten (10) days prior to the commencement of any Project Work. Each conference shall be held at a location designated by the Developer, upon agreement with the Council, and shall be attended by representatives from the Developer and all Contractors (as defined in Section 3.5, which includes subcontractors) performing

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Project Work, and the Unions. Pre-job conferences for different Contractors may be held together.

17.2 At the pre-job conference, the Contractor(s) shall announce the assignment of work and shall fill out and make the Council’s Craft Assignment Form (attached as **Appendix F**) available at or before the pre-job conference.

17.3 Any jurisdictional dispute relating to the assignment of work shall be waived if not made within five (5) business days of the pre-job conference or from when the Union becomes aware or should have become aware of the assignment. All Project Work shall proceed without delay as assigned at the pre-job conference notwithstanding any pending disputes about the assignment of any portion of that work.

17.4 For any Projects where LBE and/or SBE requirements apply, the Designated Representative shall provide to the Council and the Unions the RAD LBE and/or SBE Participation Worksheet (sample attached as **Appendix G**). This will be provided at or before the pre-job conference.

17.5 The Parties agree that this Pre-Job Conference is the same as the “Pre-Job Conference with the Council” referenced in Article 17, required by the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”).

ARTICLE 18

JURISDICTIONAL DISPUTES – NORTHERN CALIFORNIA PLAN

18.1 The assignment of Covered 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.

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18.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors party 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 party to this Agreement.

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

18.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down 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. Each Contractor shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Primary Contractor and Designated Representative of the Developer will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractor(s) may be held together.

18.5 As set forth in Article V, Section 10 of the Plan for the Settlement of Jurisdictional Disputes: "The Arbitrator is not authorized to award back pay or any

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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, except that a party may seek back pay or damages for the period of non-compliance with an Arbitrator’s decision from any party that fails to comply with such decision within seven business days of the issuance of the Arbitrator’s decision.”

ARTICLE 19
NON-DISCRIMINATION

19.1 The Parties agree not to engage in any form of discrimination on the basis of a person’s actual or perceived race, color, sex, national origin, ethnicity, creed, religion, ancestry, age, sexual orientation, gender identity, gender expression, domestic partner status, marital status, height, weight, disability, Acquired Immune Deficiency Syndrome or Human Immunodeficiency Virus status (AIDS/HIV), or any other protected classification, against any employee, or applicant for employment, on the Project.

19.2 The signatory Unions represent that their respective job referral systems are operated in a non-discriminatory manner and in full compliance with the federal, state, and local laws and regulations, requiring equal employment opportunities and non-discrimination.

19.3 No Party shall discriminate against Contractors, or interfere with their right to bid on and/or perform Project Work because they are or are not signatories to Schedule A agreements. In no event shall this provision supersede any subcontracting clauses of Schedule A agreements for signatory Contractors.

19.4 Any discrimination complaints covered by this Article shall be brought to the immediate attention of the involved Contractor.

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ARTICLE 20
COMPLIANCE

20.1 It shall be the responsibility of the Contractors and Unions to cooperate in investigating and monitoring compliance with the provisions of the Agreement contained in Article 11 (Wages, Benefits, and Other Terms and Conditions of Employment). Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The City and County of San Francisco shall monitor and enforce compliance with the Local, State and Federal prevailing wage requirements.

20.2 The Primary Contractor shall maintain sign-in and sign-out sheets for all Project Work, which shall be made available to the Unions upon request.

ARTICLE 21
MANAGEMENT RIGHTS

21.1 The Developer and Contractors shall have the right to select contractors or subcontractors. Nothing in this Agreement shall limit Contractors from using any lawful method or technique of construction consistent with the applicable Schedule A agreements.

21.2 Contractors retain the right to direct their workforce, including determining the number and qualifications of their employees; the promotion, transfer, layoff of their employees; the discipline or discharge of their employees consistent with applicable Schedule A agreements; the selection of forepersons and other supervisors; the assignment and scheduling of work; the promulgation of reasonable work rules that are consistent with this Agreement; and the determination of when overtime will be worked and the number and identity of employees engaged in such work, provided, however, that employees shall be selected to perform

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overtime work in a manner consistent with the applicable Schedule A agreements. Scheduling and employment of job stewards shall be in accordance with Schedule A agreements. No rules, customs or practices that limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The lawful manning provisions of the applicable Schedule A agreements shall be recognized.

ARTICLE 22
FEDERAL, STATE, AND LOCAL REGULATIONS

22.1 It is the intent of the Parties to conform fully with applicable statutes, regulations, executive orders and agency requirements relating to the rehabilitation and new construction of RAD Program Properties, or the use of project labor agreements on such projects. This includes, but is not limited to:

- (a) all applicable Federal requirements codified in Section 3 of the Housing Act of 1937 and Section 3 Small Business Concerns (as set forth in 24 C.F.R. § 135);
- (b) Section 8 of the Housing Act of 1968;
- (c) the Housing and Community Development Act of 1974;
- (d) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1980;
- (e) Section 504 of the Rehabilitation Act of 1973;
- (f) the local and State Prevailing Wage laws;
- (g) Davis-Bacon Act;
- (h) the Contract Work Hours and Safety Standards Act;
- (i) all implementing regulations including those at Title 24 of the Code of Federal Regulations;

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- (j) the RAD Notice (Notice PIH-2012-32 (HA), REV-1, including any updates thereto) and other guidance issued by HUD; and
- (k) all applicable State and local requirements, including those of the First Source Hiring Program, Local Business Enterprise and/or Small Business Enterprise provisions of the City and County of San Francisco (as set forth in the San Francisco Administrative Code, including any amendments thereto), and San Francisco Housing Authority Commission Resolution Nos. 4967 and 0018-15.

22.2 All provisions of this Agreement shall be construed to conform to the requirements set forth in Section 22.1; to the extent that any provision of this Agreement is in conflict with those requirements, the applicable Federal, State, and/or local requirement(s) shall prevail.

ARTICLE 23
SAVINGS CLAUSE

23.1 In the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. In that event, the Parties shall meet and confer and exercise best efforts to reach agreement on acceptable replacement language.

23.2 If agreement is reached, the Parties shall substitute in place and stead of the invalidated article, provision, clause, sentence or word another article, provision, clause, sentence or word that will resolve the issues identified by the court and be in accordance with the intent and purpose of the article, provision, clause, sentence or word invalidated.

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23.3 If the Parties are unable to reach an agreement, then the entire Agreement shall be null and void and the Council and Unions will no longer be bound by the provisions of Article 10 (Work Stoppages, Strikes, Sympathy Strikes and Lockouts).

ARTICLE 24
DURATION OF AGREEMENT

24.1 This Agreement shall continue in effect until the Contractor has completed Project Work, inclusive of all duly authorized Contract Change Orders and Punch List items, and has notified in writing the Construction Manager of the MOHCD and the Council. This Agreement shall terminate in its entirety after the Construction Manager has accepted the Project Work after Contractor notice.

24.2 If multiple Properties are covered by this Agreement, the terms of this Agreement shall cease to apply to any Property as to which all Project Work as described above has been completed. Where Properties are adjacent and work is completed on one Property (“Property A”), but ongoing on another Property covered by this Agreement (“Property B”), any concerted activity against Property A shall be contained within fifteen (15) feet of Property A’s property line, and shall not be conducted within fifteen (15) feet of any entrance to Property B.

24.3 This Agreement may be extended by mutual written consent of the Developer and the Council.

[SPACE LEFT INTENTIONALLY BLANK]

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PRIMARY CONTRACTOR:

Name, Title

Date

D.F.P.F. Corporation dba Fine Line
Construction~~Name of Primary Contractor~~

COUNCIL & UNIONS:

As reflected in the Memorandum of Agreement (MOA) dated [REDACTED], 2015 the Secretary-Treasurer's signature below is made on behalf of the Council and all Unions signatory to that MOA.

Michael Theriault

Date

Secretary-Treasurer
San Francisco Building and Construction
Trades Council

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APPENDIX A
LIST OF UNIONS WITH SCHEDULE A AGREEMENTS

| |
|---|
| Bricklayers and Allied Crafts Local 3 |
| Carpenters Local 22 |
| Carpenters Local 2236 |
| International Brotherhood of Electrical Workers, Local 6 |
| Elevator Constructors Local 8 |
| International Association of Heat & Frost Insulators Local 16 |
| Iron Workers Local 377 |
| Laborers' International Union AFL-CIO, Local 261 |
| Laborers Local 67 (Hazardous Waste) |
| Hod Carriers Local 166 |
| International Union of Operating Engineers Local 3 |
| Painters and Allied Trades, District Council 16 |
| Sign and Display Local 510 |
| Plumbers and Pipefitters, Local 38 |
| Plasterers Local 66 |
| Cement Masons Local 300, Area 580 |
| Roofers Local 40 |
| Sprinkler Fitters Local 483 |
| Sheet Metal Workers International Association Local Union 104 |
| Teamsters Local 853 |
| Teamsters Local 2785 |
| Teamsters Local 665 |
| Boilermakers Local 549 |
| Lathers Local 68L |
| Millwrights Local 102 |
| Piledrivers Local 34 |

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APPENDIX B
LETTER OF ASSENT

[Name]
[Address]
[City/State/ZIP]

Re: **Project Labor Agreement for Rehabilitation of San Francisco RAD Properties –
Letter of Assent**

Dear _____:

The undersigned party confirms that it agrees to be a party to and bound by the Project Labor Agreement for the Rehabilitation of San Francisco RAD Properties (“Agreement”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

The undersigned, as a Contractor or Subcontractor (“Contractor”) on the rehabilitation and new construction of RAD Program Properties (“Project”), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the 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, together with any and all amendments and supplements now existing or which are later made thereto.
- (2) While performing Project Work, Contractor(s) agrees to be bound by the written terms of the applicable, legally-established trust agreements to the extent set forth in Article 11 of this Agreement. Contractor(s) agrees to execute a separate Subscription Agreement(s) for each trust fund that so requires, providing that contributions shall only be required to be made on work performed during the term of the Agreement.
- (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.
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- (5) Agrees to require that all subcontractors at all tiers performing Project Work as defined and limited by the Agreement execute a Letter of Assent to the Agreement.

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[Name of Contractor]

Date

[Authorized Officer & Title]

[Address]

[Phone / Fax]

[Contractor's State License # or Motor Carrier (CA) Permit #]

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APPENDIX C
CONSTRUCTION CONTRACT SCHEDULE OF VALUES

[MOHCD TO PROVIDE CONSTRUCTION CONTRACT SCHEDULE OF VALUES]

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APPENDIX D
SFHA RESOLUTIONS 4967 & 0018-15

RESOLUTION NO: 4967
DATE ADOPTED: February 22, 2001

RESOLUTION ESTABLISHING A GOAL OF HIRING RESIDENTS OF SAN
FRANCISCO PUBLIC HOUSING TO CONSTITUTE AT LEAST TWENTY-FIVE
PERCENT (25%) OF THE TOTAL WORKFORCE FOR CERTAIN TYPES OF
CONTRACTS PERFORMED BY THE HOUSING AUTHORITY

WHEREAS, the San Francisco Housing Authority seeks to comply with and further the goals set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, as amended, and its accompanying regulations in 24 CFR part 135 (hereinafter called Section 3) for resident hiring by contractors and subcontractors performing various types of work for the San Francisco Housing Authority; and,

WHEREAS, Section 3 regulations require beginning on October 1, 1996, all contractors in conjunction with their subcontractors on San Francisco Housing Authority projects hire eligible Section 3 residents to constitute a minimum of 30% of their aggregate new hires (full-time employees for permanent, temporary or seasonal employment) for each subsequent fiscal year; and,

WHEREAS, the San Francisco Housing Authority presently has a goal that Section 3 residents, hired in the priority order set forth in 24 CFR 135.34, will constitute a minimum of twenty-five percent (25%) of the total workforce (person-hours for all contractors and subcontractors) on all construction projects and construction related activities (e.g., architects and engineers); and,

WHEREAS, the San Francisco Housing Authority wishes to ensure that the maximum number of residents of public housing are employed in private and public sector jobs that afford them the ability to achieve their highest potential, gain vocational exposure, participate in the activities of public housing residential developments, and be employed by other contractors and subcontractors who provide services to the San Francisco Housing Authority; and,

WHEREAS, the San Francisco Housing Authority seeks to expand the Section 3 objectives to establish a goal that Section 3 residents, hired in the priority order set forth in 24 CFR 135.34, will constitute a minimum of twenty-five percent (25%) of the total workforce (person-hours for all contractors and subcontractors) on all contracts and purchases that are covered by Section 3 and by this resolution; and,

WHEREAS, the San Francisco Housing Authority defines all contracts and purchases covered by Section 3 and this resolution to include contracts and subcontracts for construction projects and construction related activities, e.g., architects and engineers; also included are personal and professional services such as legal counsel, consultants, security services, and other

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services. This resolution excludes contracts or purchases of supplies and materials unless the contract or purchase includes the installation of the supplies and materials; and

WHEREAS, the San Francisco Housing Authority wishes to assist Section 3 business concerns through preference in contracting opportunities or providing other economic opportunities; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE HOUSING
AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO THAT:

1. The solicitation documents for construction contracts over \$25,000 and non-construction contracts over \$50,000 covered by Section 3 requirements and by this resolution that are awarded by the San Francisco Housing Authority shall include provisions that give effect to the below enumerated requirements:

(a) Establish a goal requiring contractors, in conjunction with their subcontractors together, to hire residents of public housing such that residents constitute a minimum of twenty-five percent (25%) of the total workforce (calculated by person-hours) on all contracts and purchases covered by Section 3 and by this resolution for contracts awarded by the San Francisco Housing Authority.

(b) In those instances where the size of the contract, scope of work covered by the contract, the specialized technical expertise required, the term and urgency of the contract (as determined on a case basis) and/or the contractor's worksite is located outside the nine Bay Area Counties makes reaching the above 25% goal impractical, the contractor may, with approval of the Contracting Officer for the San Francisco Housing Authority, satisfy the resident hiring requirement by providing appropriate training and development of technical skills in the contractor's office (e.g., accounting, architectural, consultant, engineering, legal, etc.).

(c) Contracts covered by this resolution are those issued by the San Francisco Housing Authority and include construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements assisted with housing or community development assistance. This resolution goes beyond the requirements of Section 3 to include all contracts for professional and other services (e.g., architectural, consultant, engineering, legal, etc.) but excludes contracts for the purchase of supplies and materials unless these contracts include the installation of the supplies or materials. This resolution also covers construction on SFHA property even if the construction is not performed under contract with the SFHA and will extend to contractors and subcontractors engaged in such construction.

(d) A contractor who meets the goals set forth above is in compliance with this resolution. When the above goals are not met, the contractor must demonstrate to the Contracting Officer the reasons it is not feasible to meet the goal. The contractor's

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good faith efforts with regard to meeting the resident employment and Section 3 employment requirements under this resolution will be evaluated using Appendix to 24 CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents. The evaluation will also include such factors as the size of the monetary value of the contract and the appropriateness of applying multiple criteria to meet the resident hiring requirements.

(e) Provide that a contractor's failure to realize the goal or to make a good faith effort as defined in Appendix to 24, CFR Part 135, Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents, shall result in:

(1) a cure notice issued when there is clear evidence the contractor will fail to meet the resident employment requirements before the completion of the contract (if not cured the contractor will be terminated for default and assessed penalties up to the date of determination);

(2) penalties in the amount of \$45.00 (forty-five dollars) multiplied by the number of hours constituting the shortfall for each week of the shortfall (e.g., if 3,000 person hours were expended during the course of a given week for the project, then of those 3, 000 hours, 750 must be worked by residents; if residents worked only 650 hours, and the contractor showed no good faith efforts, then penalties would be due in the amount of \$45.00 multiplied by the 100-hour shortfall, or \$4500.00), assessed upon completion of the project and payable to the San Francisco Housing Authority upon demand, or set off from amounts owed for work on the project; or

(3) breach of contract; and/or

(4) termination of the contract. In addition, penalties will be regarded by the SFHA as poor past performance and may be grounds for determining a contractor to be nonresponsible and ineligible for award of future contracts.

2. The Executive Director will use Section 3 provisions to grant preference for contracting opportunities for Section 3 business concerns; provide other training and employment related opportunities to low income people; and provide other business related economic opportunities that expand Section 3 businesses, including micro-enterprises.

3. This resolution supersedes and replaces Determination and Order Number D-109 of Resolution Number 4604 adopted 4/19/97 and compliments Resolution Number 4886 adopted 4/27/00 and Resolution Number 4908 adopted 6/22/00.

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
PROPERTIES SELECTED BY HUD TO PARTICIPATE IN RAD PROGRAM

RESOLUTION NO: 0018-15
DATE ADOPTED: April 23, 2015

RESOLUTION PROVIDING THAT THE GOAL OF HIRING PUBLIC HOUSING RESIDENTS FOR AT LEAST TWENTY-FIVE PERCENT (25%) OF THE TOTAL WORKFORCE FOR CERTAIN TYPES OF CONTRACTS WITH THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO (SFHA) MAY BE MET BY HIRING OF RESIDENTS WHO RESIDE IN FORMER PUBLIC HOUSING PROPERTIES THAT WILL OR HAVE BEEN CONVERTED TO PRIVATE OWNERSHIP UNDER AND SUBJECT TO THE REQUIREMENTS OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'(HUD) RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

WHEREAS, the Board of Commissioners of the Housing Authority of the City and County of San Francisco (the Board) adopted on February 22, 2001, Resolution 4967 which includes a public housing resident hiring goal for certain contracts entered into between the Authority and contractors;

WHEREAS, on September 30, 2013, the Board authorized staff and the City and County of San Francisco to apply for federal assistance under the United States Department of Housing and Urban Development Rental Assistance Demonstration (RAD) program, as a way to address the significant deferred maintenance and capital needs of the Authority's public housing properties;

WHEREAS, on January 6, 2014, the HUD awarded a Portfolio Award letter for 4,575 Authority units, as well as preliminary Commitments to Enter into Housing Assistance Payments contract (CHAPs), indicating the HUD's support for the conversion of 41 of San Francisco's public housing properties under the RAD program;

WHEREAS, on March and April 2014, the Authority selected eight development teams to acquire and rehabilitate certain the public housing units selected by HUD to receive RAD financial assistance;

WHEREAS, under Resolution 4967, the resident hiring requirement is applicable to residents of the Authority;

WHEREAS, one of the principal reasons for the Authority converting a portion of its properties to RAD assisted properties is to secure additional public and private funding to address the major deferred maintenance and capital needs requirements;

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
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WHEREAS, after conversion to the RAD program, the development teams will be engaged in extensive rehabilitation efforts that will be governed, in part, by the requirements of Resolution 4967;

WHEREAS, the Authority wishes to preserve the existing residents' opportunities for employment afforded through Resolution 4967 after the properties are converted to RAD assisted properties and managed by the development teams;

WHEREAS, the Authority desires to continue to provide hiring opportunities to residents residing in the public housing properties, including properties converted to private ownership through the RAD program;

WHEREAS, the Authority desires to clarify that for the purposes of Resolution 4967, residents of the Authority properties shall include those residents residing in properties that have or will convert to private ownership under the RAD program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO ("BOARD") THAT:

1. The above recitals are true and correct, and together with the staff report, form the basis of the Board's actions as set forth in this Resolution.
2. For the purpose of Resolution 4967 and the RAD-related rehabilitation effort that immediately follows RAD conversion, the term "residents of the Authority" shall be deemed to include any resident of a unit in a housing development that was owned and operated by the Authority, but converted to private ownership under Phase I or Phase II of the RAD program.
3. This Resolution shall take effect immediately.

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APPENDIX E
SUPPLEMENTAL AGREEMENTS

**APPENDIX E, Part 1: Supplemental Agreement between Developer, Primary Contractor,
and Sheet Metal Workers’ Local Union No. 104**

This Supplemental Agreement will confirm and clarify that notwithstanding any language to the contrary in the above-referenced Project Labor Agreement (“Agreement”), the Scope of Project Work set forth in Section 4 and covered under the Agreement shall include any off-site work, including fabrication, that is traditionally performed by Sheet Metal Workers’ Local Union No. 104 (“Local 104”) that is part of the Project, provided such work is covered by a provision of a local Master Agreement or a local addendum to a national agreement of the Union.

In the event fabrication work customarily performed by Local 104 members is to be done off-site, the necessary pre-fabricated parts will be obtained within the geographic boundaries of Local 104 District 1, from Local 104 District 1 contractors, provided that the parts are readily available. In the event that such parts are not readily available, the work will be performed within the geographic boundaries of Local 104 District 2, by Local 104 District 2 contractors.

Local 104 recognizes that the timely completion of this Project is vital to the Housing Authority residents. Therefore, if the nature of the work or the Project schedule causes the Developer concern, the Developer (and/or the Contractor) shall contact the Local 104 Business Manager to discuss options, and the Developer (and/or the Contractor) may, together with the Business Manager, mutually agree to amendments hereto.

The Developer (and/or the Contractor) and Local 104 will make every effort to keep an open channel of communication regarding the substance of this letter and to resolve any concerns at the earliest possible opportunity.

Agreed and accepted this ____ day of _____ 2015

By: _____
Bruce Word, Business Manager/President
Sheet Metal Workers’ Local Union No. 104

By: _____
DEVELOPER

By: _____
CONTRACTOR

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
PROPERTIES SELECTED BY HUD TO PARTICIPATE IN RAD PROGRAM

**APPENDIX E, Part 2: Supplemental Agreement between Developer, Primary Contractor,
and IBEW Local Union No. 6**

This Supplemental Agreement will confirm and clarify that, notwithstanding Article 4 of the Project Labor Agreement (PLA), off-site prefabrication of electrical equipment shall be covered by the PLA in the same manner, and to the same extent that it is covered by the International Brotherhood of Electrical Workers, Local No. 6 (IBEW Local 6) Master Collective Bargaining Agreement (Schedule A).

The parties do not currently anticipate that the work to be performed on this project will involve off-site prefabrication within the meaning of the Schedule A. However, should prefabrication within the meaning of the Schedule A be needed for any reason, the parties will work cooperatively and in good faith to devise solutions in the interest of ensuring the speedy and efficient completion of Project Work.

Agreed and accepted this _____ day of _____ 2015

By: _____
John Doherty
Business Manager IBEW Local 6

By: _____
DEVELOPER

By: _____
CONTRACTOR

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
PROPERTIES SELECTED BY HUD TO PARTICIPATE IN RAD PROGRAM

**APPENDIX E, Part 3: Supplemental Agreement between Developer, Primary Contractor,
and U.A. Local Union 38**

This Supplemental Agreement will confirm and clarify that, notwithstanding Article 4 of the Project Labor Agreement (PLA), off-site prefabrication of materials shall be covered by the PLA in the same manner, and to the same extent that it is covered by the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting, Local 38 (U.A. Local 38) Master Collective Bargaining Agreement (Schedule A).

The parties do not currently anticipate that the work to be performed on this project will involve off-site prefabrication within the meaning of the Schedule A. However, should prefabrication within the meaning of the Schedule A be needed for any reason, the parties will work cooperatively and in good faith to devise solutions in the interest of ensuring the speedy and efficient completion of Project Work.

Agreed and accepted this _____ day of _____ 2015

By: _____
Larry Mazzola, Jr.
Bus. Mgr. & Fin. Secty-Treas.
United Association of Journeymen and Apprentices of the Plumbing
and Pipe Fitting Industry, Local 38 (U.A. Local 38)

By: _____
DEVELOPER

By: _____
CONTRACTOR

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
PROPERTIES SELECTED BY HUD TO PARTICIPATE IN RAD PROGRAM

APPENDIX F
PLA CRAFT ASSIGNMENTS FORM

PROJECT LABOR AGREEMENT
CRAFT ASSIGNMENTS FORM

- General Contractor to complete Sections A through E
- All Subcontractors complete the craft assignments in Section F and return to General Contractor
- General Contractor to make completed package with all Subcontractor forms available at Pre-Construction meeting and to provide an electronic copy to the San Francisco Building and Construction Trades Council at mike@sfbctc.org

A. General Information

1. Project name and address:
2. Scope of work/ Description of work:
3. Expected start date:
4. Expected finish date:
5. Expected period of peak employment:

B. Construction Manager

Construction Manager contact information:

Main office address _____

Main office phone number _____

Main office fax number _____

Main office contact person _____

Contact person's email _____

Jobsite office address _____

Jobsite office phone number _____

Jobsite office fax number _____

Jobsite office contact person _____

Contact Person's email _____

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
PROPERTIES SELECTED BY HUD TO PARTICIPATE IN RAD PROGRAM

C. Prime Contractor

1. Prime Contractor contact information:

Main office address _____

Main office phone number _____

Main office fax number _____

Main office contact person _____

Contact person's email _____

Jobsite office address _____

Jobsite office phone number _____

Jobsite office fax number _____

Jobsite office contact person _____

Contact Person's email _____

2. Is Prime Contractor union signatory?

Yes No

3. List all signatory unions:

-
-

4. List all subcontractors known to date, including contact information (Attach additional sheet, if necessary):

Sub #1:

Sub #2:

Sub #3:

Sub #4:

Sub #5:

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
PROPERTIES SELECTED BY HUD TO PARTICIPATE IN RAD PROGRAM

D. Site Conditions

1. Where will workers park?
2. List any special hazards onsite, including chemicals
3. Name and address of first aid facilities

E. Prime Contractor Craft Assignments

(Attach additional sheet, if necessary.)

1. *Task(s) A (Describe tasks):*
 - Craft designation for Task(s) A:
 - Estimated craft hours:
 - Expected start date:
 - Expected period of peak employment:
2. *Task(s) B (Describe tasks):*
 - Craft designation for Task(s) B:
 - Estimated craft hours:
 - Expected start date:
 - Expected period of peak employment:

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
PROPERTIES SELECTED BY HUD TO PARTICIPATE IN RAD PROGRAM

F. Each Subcontractor to complete:

1. Subcontractor:

- Name :
- Address:
- Phone # / Fax # / email

2. Is Subcontractor union signatory?

___ Yes ___ No

3. List all signatory unions:

4. Scope/Description of work:

5. *Task(s) A (Describe):*

- Craft designation for Task(s) A:
- Estimated craft hours:
- Expected start date:
- Expected period of peak employment:

6. *Task(s) B (Describe):*

- Craft designation for Task(s) B:
- Estimated craft hours:
- Expected start date:
- Expected period of peak employment:

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
 PROPERTIES SELECTED BY HUD TO PARTICIPATE IN RAD PROGRAM

APPENDIX G
RAD LBE AND/OR SBE PARTICIPATION WORKSHEET

BLANK LBE³ AND/OR SBE WORKSHEET

| RAD LBE [or SBE] Participation [SAMPLE TEMPLATE] | | | | | | |
|--|-------------|--------------------------|----------------|----------------|--------------------------|---------------------------------|
| <i>Date prepared</i> | | | | | | |
| <i>Property Address</i> | | | | | | |
| <i>Developer</i> | | | | | | |
| <i>General Contractor</i> | | | | | | |
| <i>LBE [or SBE] Goal for Project</i> | | | % | | | |
| | | | | | | |
| | Total Value | LBE [or SBE] Value | % LBE [or SBE] | Subject to PLA | TOTAL Not Subject to PLA | LBE [or SBE] Sub Name |
| Carpentry | | | | | | |
| Plumbing | | | | | | |
| Electrical | | | | | | |
| HVAC | | | | | | |
| Fire Sprinklers | | | | | | |
| Elevator | | | | | | |
| Trash Chutes/Compactors | | | | | | |
| Signage | | | | | | |
| Window Treatments | | | | | | |
| Misc. Specialties | | | | | | |
| Carpet / Resilient Flooring | | | | | | |
| Painting | | | | | | |
| Drywall | | | | | | |
| Tile | | | | | | |
| Doors Frames and Hardware | | | | | | |
| Sheetmetal Flashing and Louvers | | | | | | |
| Caulking and Sealants | | | | | | |
| Concrete | | | | | | |
| Structural Steel | | | | | | |
| Asphalt Paving | | | | | | |
| Landscaping | | | | | | |
| Demo | | | | | | |
| Haz Mat | | | | | | |
| TOTALS | \$ - | \$ - | % | | \$ - | |
| | | | | | | % of Total Project Value |
| | | LBE [or SBE] GOAL | % | | | |
| | | DELTA FROM GOAL | % | | | |

COMPLETED SAMPLE WORKSHEET

³ Per HUD regulations, if federal funding is a component of financing for the Project, LBE goals or requirements shall not apply.

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
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| RAD LBE Participation [SAMPLE TEMPLATE] | | | | | | |
|---|----------------------------------|------------------------|------------|----------------|--------------------------|----------------------------------|
| <i>Date prepared</i> | 4/6/2015 | | | | | |
| <i>Property Address</i> | 1 Main Street, San Francisco, CA | | | | | |
| <i>Developer</i> | ABC Development | | | | | |
| <i>General Contractor</i> | Acme Construction | | | | | |
| <i>LBE Goal for Project</i> | 18% | | | | | |
| | | | | | | |
| | | | | | | |
| | Total Value | LBE Value | % LBE | Subject to PLA | TOTAL Not Subject to PLA | LBE Sub Name |
| Carpentry | \$ 1,000,000 | \$ 200,000 | 20% | YES | | |
| Plumbing | \$ 2,000,000 | \$ 150,000 | 8% | YES | | |
| Electrical | \$ 1,500,000 | \$ 85,000 | 6% | YES | | |
| HVAC | \$ 400,000 | \$ 45,000 | 11% | YES | | |
| Fire Sprinklers | \$ 500,000 | | 0% | YES | | |
| Elevator | \$ 350,000 | | 0% | YES | | |
| Trash Chutes/Compactors | \$ 160,000 | | 0% | YES | | |
| Signage | \$ 45,000 | \$ 45,000 | 100% | YES | | |
| Window Treatments | \$ 50,000 | \$ 50,000 | 100% | NO | \$ 50,000 | |
| Misc. Specialties | \$ 65,000 | \$ 65,000 | 100% | YES | | |
| Carpet / Resilient Flooring | \$ 430,000 | | 0% | YES | | |
| Painting | \$ 200,000 | | 0% | YES | | |
| Drywall | \$ 550,000 | | 0% | YES | | |
| Tile | \$ 25,000 | | 0% | YES | | |
| Doors Frames and Hardware | \$ 155,000 | \$ 155,000 | 100% | YES | | |
| Sheetmetal Flashing and Louvers | \$ 40,000 | | 0% | YES | | |
| Caulking and Sealants | \$ 25,000 | | 0% | YES | | |
| Concrete | \$ 210,000 | | 0% | YES | | |
| Structural Steel | \$ 60,000 | \$ 20,000 | 33% | NO | \$ 20,000 | |
| Asphalt Paving | \$ 15,000 | | 0% | YES | | |
| Landscaping | \$ 110,000 | \$ 40,000 | 36% | NO | \$ 40,000 | |
| Demo | \$ 100,000 | \$ 85,000 | 85% | NO | \$ 85,000 | |
| Haz Mat | \$ 65,000 | \$ 65,000 | 100% | NO | \$ 65,000 | |
| TOTALS | \$ 8,055,000 | \$ 1,005,000 | 12% | | \$ 260,000 | |
| | | | | | | 3% of Total Project Value |
| | | LBE GOAL | 18% | | | |
| | | DELTA FROM GOAL | -6% | | | |

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
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APPENDIX H
SUPPLEMENTAL AGREEMENT WITH DISTRICT COUNCIL 16

San Francisco Housing Authority – RAD Program, Project Labor Agreement
Supplemental Agreement with District Council 16

This supplemental agreement will confirm our understanding arising from the above-referenced Project Labor Agreement (PLA) and the clarifications made concerning the application of section 4.3(h) of the Agreement. IUPAT District Council 16 (DC 16) and its affiliated unions, Painters Local Union No. 1176 (Local 1176); Carpet, Linoleum and Soft-Tile Workers Local Union No. 12 (Local 12); and Glaziers, Architectural Metal and Glass Workers Local Union No. 718 (Local 718), shall be exempted from the \$100,000 threshold for set aside described in Section 4.3(h) of the PLA. This means that Contractors performing Project Work within the scope of work identified in the Schedule A agreements for DC 16 and its affiliated unions will be required to execute a **Letter of Assent** regardless of the size of the contract.

The exemption is in recognition of Article 7(a) of the 2014-2017 Northern California Painters Master Labor Agreement, that permits a Painter in good standing “to seek his own job,” and permits employers the opportunity to “have referred to it any applicant (who is registered on the Union’s out-of-work list) by submitting a written request by name to the Union.” Glaziers Local 718 and Floor Layers Local 12 have similar language in their Master Labor Agreements. (See, Article 3, Sections 1 & 2 of the Floor Layers Master Labor Agreement and Article 10, Sections A & B of the Glaziers Master Labor Agreement.)

The exemption is further in recognition of DC 16’s agreement to partner with the SFHA and the City and County of San Francisco in the recruitment, training and selection of housing Authority residents for employment on RAD program Project Work. In exchange for this exception to the threshold, DC 16 agrees to assist SFHA and all Developers and General Contractors involved in RAD program rehabilitation and construction with the following:

- (a) District Council 16 will make presentations to pre-apprentices in the CityBuild Academy to explain the crafts represented by District Council 16, what careers in District Council 16 crafts entails, the wages and benefits District Council 16 members earn, what DC 16 apprenticeships entail, and how to apply to DC 16’s apprenticeship program.
- (b) District Council 16 will make similar presentations to Housing Authority residents at meetings organized by SFHA or CityBuild.
- (c) District Council 16 will continue to participate in CityBuild interview panels to help identify promising candidates for the City Build Academy.
- (d) For contractors performing District Council 16 work under the SFHA PLA, the District Council 16 Trust Funds will provide information explaining the contractors’

PROJECT LABOR AGREEMENT – REHABILITATION OF SAN FRANCISCO
PROPERTIES SELECTED BY HUD TO PARTICIPATE IN RAD PROGRAM

responsibilities to pay wages and make fringe-benefit contributions, and how to carry out those responsibilities. If the contractor requests further assistance, the contractor will be put in contact with a Trust Fund representative for further information.

Agreed and accepted this ____ day of _____ 2015

IUPAT District Council 16

By: _____
Jose Santana, Business Representative
Painters Local Union No. 1176
IUPAT District Council No. 16

By: _____
DEVELOPER

By: _____
CONTRACTOR