June 18, 2012

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: APPROVE THE PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT FOR THE EAST COUNTY HALL OF JUSTICE PROJECT

RECOMMENDATIONS:

It is recommended that your Board:

A. Authorize the President of the Board of Supervisors to execute and approve the Project Stabilization/Community Benefits Agreement (PS/CBA) with the Alameda County Building Trades Council (BTC);

B. Authorize the Director of the General Services Agency (GSA) to issue amendments to the Request for Qualifications/Proposals to incorporate elements associated with the PS/CBA;

C. Authorize the Director of the GSA to issue a Request for Proposals (RFP) for PS/CBA Coordinator Services, and

D. Authorize an expenditure from the East County Hall of Justice (ECHOJ) Project Budget to include up to $200,000 in funds to pay for PS/CBA Coordinator Services.

DISCUSSION/SUMMARY:

Your Board provided direction to staff on January 24, 2012 (Item #20, File #27898, Resolution #R-2012-23), to negotiate one Project Labor Agreement (PLA) each, specifically for the Peralta Oaks and ECHOJ projects. Staff had previously provided Board offices and the PLA Task Force members with information regarding project specific PLAs negotiated by other Bay Area entities, the advantages and disadvantages of PLAs, and key terms and conditions typically found in recent agreements. Staff surveyed other Bay Area and State public sector entities to assess their experience with adopted PLAs. This research included reviewing the Port of Oakland, Vista Community College, Chabot-Las Positas, Contra Costa County, Santa Clara County, Solano County, Peralta Community College District, City of Hayward, BART, San Francisco Airport, and City of Los Angeles’ PLAs. Staff conducted an informal competitive solicitation and then entered into a services contract with Davillier-Sloan, Inc., in April to provide assistance in negotiations with the Alameda County BTC. Subsequently, staff met more
than 10 times with representatives of the Alameda County BTC to negotiate a Project Stabilization Agreement (PSA) for the ECHOJ project, and to develop a template for adoption of a PSA on a Countywide basis.

The ECHOJ project scope includes construction of approximately 196,000 square feet of space within two structures on a 20-acre site in Dublin. The construction schedule of 18 months is very tight, and completion of the project is required to move various judicial functions out of leased space. The project has a very limited $90 million construction budget, and multiple partners, including the Administrative Office of the Courts, the Superior Court and Alameda County GSA Technical Services Department functioning as project manager. Staff believe the ECHOJ is appropriate for a PS/CBA because project delays caused by work stoppages, strikes or other union activities may impact the Project Budget. The Design Development Agreement (DDA) holds the County financially responsible for most delays associated with project management, which potentially could include strikes or work stoppages. In addition, without a PSA, the County would be exposed to potential work impacts during the 18-month construction term resulting from expiration of Master Labor Agreements. For these reasons, staff recommends approving the PS/CBA for the ECHOJ project.

As a Charter County, Alameda County follows the State of California’s Public Contract Code and is also able to establish local bidding criteria that address the Board’s policy objectives consistent with competitive bidding requirements. As such, your Board previously created the Enhanced Construction Outreach Program (ECOP) and the Small, Local, Emerging Business (SLEB) programs to expand contracting opportunities and build the capacity of local goods and services and construction industry vendors. The focus of the County’s ECOP and SLEB programs is on businesses. The proposed PS/CBA establishes a set-aside of up to $10 million in construction funds for certified ECOP (local, small, minority and women owned) businesses, thereby continuing the ECOP and SLEB programs for construction. ECOP businesses identified for set-aside dollars will not participate in the PS/CBA. In addition, your Board has expressed a policy interest in expanding opportunities for workforce and community development through focused local hiring of disadvantaged individuals.

Due to the recession, Alameda County has continually faced one of the highest rates of unemployment in the State. In addition, State budget cuts and realignment of State programs have created increased demands upon the County to provide expanded services and workforce opportunities to low income, disadvantaged individuals and families, re-entry clients, emancipated foster youth, and veterans. Throughout the Bay Area, and Alameda County in particular, there is a long history of successfully establishing innovative pre-apprenticeship, apprenticeship and local hiring programs through the adoption of PLAs. The proposed PS/CBA targets specific disadvantaged populations whom are also typically clients of County services. By expanding access to construction job opportunities, the PS/CBA may assist in reducing the safety net burden borne by the County and the public taxpayer.

Your Board, through the Chairperson, provided direction to incorporate workforce development opportunities for various disadvantaged populations. Staff have negotiated a 40% Local Hiring requirement, and pre-apprenticeship and apprenticeship provisions that prioritize program opportunities for members of disadvantaged populations including: re-entry, general assistance,
emancipated foster youth, homeless, single parents, veterans, and low income individuals. County departments will encourage, identify and track clients who enroll in pre-apprenticeship programs run by Cypress Mandela, RichmondBuild, the Treasure Island Jobs Corps, and similar organizations. These programs have a proven track record of successfully graduating candidates for apprenticeship.

In addition, the BTC will work collaboratively to support pre-apprenticeship graduates and ensure that these individuals will enter into union-sponsored apprenticeship programs with a proven history of success. In California, 217 State-registered apprenticeship programs train apprentices in 23 trades. Joint Labor-Management (JLM) provides 82% of those programs and offer training in all trades. In 10 trades, only joint-labor management programs are offered. Over 92% of all Statewide apprenticeship program graduates come from JLM training. Staff believes that cooperatively developing opportunities for County client entry into pre-apprenticeship and apprenticeship is a best practice.

Furthermore, Local Hiring initiatives in CBAs can facilitate expanding opportunities for traditionally under-represented or marginalized workers. Various studies done by Cornell University, UCLA and others have shown that such programs and collaboration between local governments, the BTC, pre-apprenticeship programs, community colleges and apprenticeship programs is effective in developing workforce opportunities for members of disadvantaged populations. Locally, the City of Hayward, City of Berkeley, and City of Oakland are all in the process of or have adopted CBAs in the past six months. In Southern California, the Los Angeles County Metropolitan Transportation Authority has demonstrated success in Local Hiring and apprenticeship programs tailored to hiring disadvantaged workers.

Staff are very close to finalizing the ECHOJ RFP and Project Manual for issuance to the prequalified design build entities. With the adoption of new contract requirements resulting from the PS/CBA, DDA and Owner Controlled Insurance Program staff must synchronize the RFP, Project Manual and Contract documents. At this time, we anticipate releasing the RFP and then issuing an addendum to incorporate changes resulting from the new requirements in the PS/CBA.

Your Board has directed that staff continue to work on a Countywide PS/CBA. Many of the provisions of the current agreement will migrate to the Countywide agreement, but due to the unique nature of the ECHOJ project, some provisions will not. Staff will provide a synopsis of these differences at the upcoming PLA Task Force meeting in August.

In addition, staff will work on Implementation Plans for both the ECHOJ PS/CBA and the Countywide PS/CBA. Coordination with various County departments and dedicated staffing resources and/or contract services will be necessary to implement the PS/CBA as adopted by your Board. Staff will return to your Board with an estimate of the cost of these services. There are no funds identified, in the Project or other budgets, for implementation and without appropriate resources the Local Hire, pre-apprenticeship, apprenticeship and disadvantaged populations workforce development programs identified in the PS/CBA will not be successful.
FINANCING:

Funds for the Coordinator position are not included in the ECHOJ Project Budget, and in order to implement the PS/CBA a budget modification is necessary.

Respectfully submitted,

\[Signature\]

Aki K. Nakao
Director, General Services Agency

cc: Susan S. Muranishi, County Administrator
    Patrick J. O’Connell, Auditor-Controller
    Donna R. Ziegler, County Counsel
DRAFT FOR DISCUSSION
July 18, 2012

PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

COUNTY OF ALAMEDA
EAST COUNTY HALL OF JUSTICE PROJECT
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PREAMBLED</td>
<td>33</td>
</tr>
<tr>
<td>DEFINITIONS</td>
<td>44</td>
</tr>
<tr>
<td>PURPOSE</td>
<td>77</td>
</tr>
<tr>
<td>SCOPE OF AGREEMENT</td>
<td>77</td>
</tr>
<tr>
<td>SUBCONTRACTS</td>
<td>114</td>
</tr>
<tr>
<td>RELATIONSHIP BETWEEN PARTIES</td>
<td>1313</td>
</tr>
<tr>
<td>NO STRIKES - NO LOCKOUTS</td>
<td>1313</td>
</tr>
<tr>
<td>WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES</td>
<td>1616</td>
</tr>
<tr>
<td>COORDINATOR</td>
<td>1747</td>
</tr>
<tr>
<td>PRE-JOB CONFERENCE</td>
<td>1848</td>
</tr>
<tr>
<td>JOINT ADMINISTRATIVE COMMITTEE MEETINGS</td>
<td>1848</td>
</tr>
<tr>
<td>LOCAL HIRING PROGRAM</td>
<td>1919</td>
</tr>
<tr>
<td>MANAGEMENT RIGHTS</td>
<td>2121</td>
</tr>
<tr>
<td>WORK RULES</td>
<td>2222</td>
</tr>
<tr>
<td>GRIEVANCE PROCEDURE</td>
<td>2323</td>
</tr>
<tr>
<td>UNION RECOGNITION AND REPRESENTATION</td>
<td>2626</td>
</tr>
<tr>
<td>REFERRAL PROCESS</td>
<td>2626</td>
</tr>
<tr>
<td>NON-DISCRIMINATION</td>
<td>2727</td>
</tr>
<tr>
<td>APPRENTICES</td>
<td>2828</td>
</tr>
<tr>
<td>WAGE SCALES and FRINGE BENEFITS</td>
<td>2929</td>
</tr>
<tr>
<td>HOURS OF WORK, OVERTIME, SHIFTS and HOLIDAYS</td>
<td>3030</td>
</tr>
<tr>
<td>REPORTING PAY</td>
<td>3030</td>
</tr>
<tr>
<td>TRAVEL, SUBSISTENCE and ZONE PAY</td>
<td>3134</td>
</tr>
<tr>
<td>HEALTH AND SAFETY</td>
<td>3134</td>
</tr>
<tr>
<td>SECURITY OF MATERIAL, EQUIPMENT and TOOLS</td>
<td>3232</td>
</tr>
<tr>
<td>HELMETS TO HARD HATS</td>
<td>3232</td>
</tr>
<tr>
<td>MISCELLANEOUS PROVISIONS</td>
<td>3232</td>
</tr>
<tr>
<td>ENTIRE AGREEMENT</td>
<td>3333</td>
</tr>
<tr>
<td>GENERAL SAVINGS CLAUSE</td>
<td>3333</td>
</tr>
<tr>
<td>DURATION OF AGREEMENT</td>
<td>3434</td>
</tr>
</tbody>
</table>
PREAMBLE

This Agreement is made and entered into on this ___ day of __________ 2012, by and between the County of Alameda ("County") together with Contractor(s) and/or subcontractors, who shall subsequently become signatory to this Agreement by signing the "Contractor Agreement To Be Bound" (Exhibit A), ("Contractor(s)"), the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and the Local Unions signatory hereto, all in their behalf and in behalf of the various Local Unions involved, ("Union(s)") for the construction of the East County Hall of Justice Project ("Project").

Recitals

WHEREAS, the large, complex, multi-craft, and long-term Project described in this Agreement has been identified by the County as one in which a Project Stabilization/Community Benefits Agreement would benefit the County; and

WHEREAS, the Contractor(s) will be engaged in construction of the Project; and

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

WHEREAS, the Building Trades Unions agree to cooperate in every way possible with employees of the Contractor(s); and

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

WHEREAS, the County desires to provide, enhance and encourage construction training and employment opportunities for Alameda County residents and small business enterprises within the County through apprentice and pre-apprentice programs and its Small Local Emerging Business (SLEB), Local Vendor Preference and Enhanced Contractor Outreach (ECOP) programs; and

WHEREAS, the County also desires to use this Agreement as a vehicle for building the capacity of Alameda County residents and businesses and to maximize their potential to successfully participate in other large scale projects; and

WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and result in timely completion of the Project; and

WHEREAS, the parties desire to mutually establish and stabilize wages, hours and working conditions for the employees employed on the Project by the Contractor(s), and further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement;
WHEREAS, the County of Alameda’s mission is to enrich the lives of all residents through visionary policies and accessible, responsible and effective services and historically the County has supported contracting outreach programs that recognize the economic and workforce development potential of capital construction projects on government owned facilities; and

WHEREAS, the Parties recognize that disadvantaged individuals, families, and communities within the county experience high unemployment and are also often recipients of County services, and that these disadvantaged populations may economically benefit through participation in local hire, apprenticeship and pre-apprenticeship programs; and

WHEREAS, the Union(s), Contractor(s), subcontractors, and the County wish to insure labor peace at the Project Site devoid of any disruption that could jeopardize the schedule and timeliness of the construction process, where both Contractor(s) that are signatory to collective bargaining agreements of the Union(s) are supervising employees that are members of the Union(s) and where Contractor(s) that are not Signatory to collective bargaining agreements are supervising employees;

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

ARTICLE 1
DEFINITIONS
1.1 For purposes of this Agreement, the following terms will have the following meanings:

"Administrative Office of the Courts" or "AOC" shall mean the Judicial Council of California, an entity established by the Constitution of the State of California, acting by and through the Administrative Office of the Courts, the staff agency to the Judicial Council.

"Agreement" shall mean this Project Stabilization/Community Benefit Agreement.

"Alameda Superior Court" shall mean the Superior Court of California, County of Alameda.

"Alternative Employees" shall mean an employee whose services have been obtained from other than the Union referral facilities as permitted in Section 16.4 of this Agreement.

"Apprentice" shall mean a person enrolled in a State approved apprenticeship training program administered by a Joint Labor-Management Apprenticeship Training Committee (JATC).

"Contractor(s)" means all contractors and subcontractors at all tiers, any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the County or any of its contractors or subcontractors at any tier, with respect to the construction work covered by this Agreement and necessary for the Project or any part thereof, including construction building material delivery (if the material is for direct incorporation) and removal truckers, trucking
companies and trucking brokers, including the operating of construction equipment, performance of labor and/or installation of materials.

“Coordinator” shall mean the company or individual designated or retained by the County to administer this Agreement.

“Core Employee” shall mean an individual meeting the criteria listed in Section 16.1 (a) through (d).

“Council” shall mean the Building and Construction Trades Council of Alameda County.

“County” shall mean the County of Alameda acting by and through its Board of Supervisors, Agency and Department heads and administrative staff.

“Covered Work” means work done on the Project and subject to the provisions of this Agreement.

“Design-Build” shall mean the process set forth in Public Contract Code section 20133.

“Design-Build Agreement” shall mean the agreement between the County and the prime contractor for the design and construction of the East County Hall of Justice Project.

“Design-Build Entity” shall mean the Contractor awarded the Design-Build Agreement.

“Disadvantaged Population” shall mean those Residents of Alameda County who meet at least one of the following criteria: household income below 50% of the Alameda County median, non-minor dependent youth (AB-12 youth – emancipated foster youth), homeless, welfare recipients, have a history of involvement with the criminal justice system, are unemployed, or a single parent.

“Enhanced Contractor Outreach Program” or “ECOP” shall mean the County’s program, applicable to capital construction projects, which is designed to promote contracting opportunities to local Alameda County, small, minority and women-owned business enterprises and employment opportunities to local apprentices, youth, unemployed and underemployed County residents, whereby certified prime Contractor(s) receive bid preferences and non-certified prime Contractor(s) agree to meet certain subcontracting goals or show a good faith effort to do so.

“General Prevailing Wage Determination” shall mean the decisions made by the Director of the California Department of Industrial Relations (DIR) establishing a journeyman craft or classification’s prevailing wage determination, holiday, advisory scope of work, or travel and subsistence provision.

“Local Hiring Goals” shall mean the resident and apprentice hiring goals set forth in Article 11 and Article 18 of this Agreement.
"Local Hiring Program" shall mean the program set forth in Article 11 and Article 18 of this Agreement intended to achieve the inclusion of County Residents in the employment and apprenticeship opportunities created by the Covered Work.

"Owner Controlled Insurance Program" or "OCIP" shall mean the single insurance program implemented by the County pursuant to Government Code Section 4420, which insures the owner, the Design-Build Entity, enrolled Contractor(s) and Subcontractors, and other designated parties for work performed at the Project Site for purposes of general liability and workers' compensation.

"Master Labor Agreement" or "MLA" shall mean the collective bargaining agreement of each craft Union that is Signatory to this Agreement.

"Project" shall mean the County’s East County Hall of Justice Project.

"Project Manager" shall mean the person or persons designated by the Director of the Alameda County General Services Agency to act on behalf of the County in all matters involving or related to this Agreement.

"Resident" shall mean an individual who has lived or resided in Alameda County for a period of not less than thirty (30) calendar days prior to the date of dispatch/referral of that individual by the Union to a Contractor performing work on the Project or for a period of not less than thirty (30) calendar days prior to applying for work or inclusion in the Local Hire Program if the individual is an Alternative Employee, a Core Employee, or a Local Hire Program applicant.

"Signatory" shall mean those Unions who have through their officers and or agents executed this Agreement.

"Small Local Emerging Business" or "SLEB" Program shall mean the County’s race and gender neutral program governed by California Public Contract Code 2000 through 2002.

"Substantial Completion" shall mean the Contractor has achieved a stage of construction of the Project such that the Alameda Superior Court and County facilities may be occupied for their intended purpose.

"Trust Agreements" shall mean the agreements between Unions and employers and or employer associations to govern trust funds contributed on behalf of covered workers for benefits for said workers.

"Union" or "Unions" shall mean the Building and Construction Trades Council of Alameda County and its affiliated local unions Signatory to the Agreement, acting on their own behalf or on behalf of their respective affiliates and member organizations.
ARTICLE 2

PURPOSE

2.1 The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and to provide for peaceful, efficient and binding procedures for settling labor disputes. In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance and County satisfaction.

2.2 It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.

2.3 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 nonunion workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project.

2.4 This Agreement is entered into pursuant to and consistent with California Public Contract Code ("PCC") Sections 2500 through 2502. PCC section 2500(a)(3) requires a public entity PLA to include an agreed-upon protocol concerning drug testing for workers employed on the project.

ARTICLE 3

SCOPE OF AGREEMENT

3.1 This Agreement shall apply to the East County Hall of Justice Project ("Project"). The scope of work on the Project includes new construction on a rectangular, approximately 20-acre vacant site located in the northeastern part of the City of Dublin, California. The site is bordered by Gleason Drive on the south, Arnold Drive on the west, Broder Boulevard on the north, and the rear property line of existing buildings facing onto Madigan Avenue on the east.

3.1.1 The Project scope generally includes, but is not limited to, the construction of a new complex of buildings located at the northwest corner of the site. The new construction consists of approximately 196,000 square feet of space within three new connected structures. The buildings will include a new five-story Courthouse Building containing 13 courtrooms and associated support spaces and facilities (a total of approximately 146,000 gross square feet); a new two-story County Building providing space for the Public Defender, District Attorney, and Probation Department (approximately 42,000 gross square feet); and a central lobby/security screening entrance area with a common elevator structure between the two main building elements (approximately 8,000 gross square feet). The
3.1.2 The County intends to deliver the Project using the Design-Build process set forth in Public Contract Code Section 20133. As permitted by the statute, the County has prequalified Design-Build Entity, and plans to issue a Request for (Design/Build) Proposals in July 2012.

3.1.3 The estimated construction cost of the Project is approximately $90 million.

3.2 The County will apply this Agreement as a contract specification to the award of the Design-Build agreement for the construction of the Covered Work under Article 3 of this Agreement.

3.3 The parties agree that, consistent with long standing County policy, over the course of the Project in order to facilitate the Design-Build Entity meeting the ECOP goals, up to $10 million of the total construction cost of the Project can be set aside for the use of subcontractors that are certified by the County’s Enhanced Contractor Outreach Program (ECOP).

3.3.1 No more than ten percent (10%) of the scope of work of any particular set-aside can impact the work of any trade/craft as described in its MLA.

3.3.2 Certified ECOP firms working under the designated set-aside for the Project shall be exempt from all provisions of this Agreement but shall comply with all applicable labor laws.

3.3.3 After $5 million of work has been set aside and subcontracted, the Joint Administrative Committee (JAC) shall convene a special meeting to determine if the set aside should be increased to $10 million as necessary for the Design-Build Entity to meet its ECOP goals and, notwithstanding Section 3.3.1 above, if the JAC increases the set-aside above $5 million it may also allow any particular set aside to impact the work of any trade/craft as described in its MLA by up to twenty percent (20%).

3.4 This Agreement covers all on-site construction, fabrication, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other work and related activities for the Project that are within the craft jurisdiction of one of the Union(s) and that is part of the Project, including site preparation, survey work, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency.

3.5 This Agreement shall apply only to construction/craft employees, performing work on this Project represented by the Signatory Unions, and shall not apply to Contractor(s)’ supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, architects, supervisors, timekeepers, messengers, guards, other employees above the classification of general foreman, inspectors, material testers, and/or x-ray technicians, except to the extent that such
inspectors, material testers, and/or x-ray technicians are customarily covered by the MLA and as to which classification a prevailing wage determination has been published.

3.6 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable. The Project includes work necessary for the Project and/or in temporary yards or areas adjacent to and dedicated to the project, and at any batch plant(s) constructed or used solely to supply materials to the Project, when those sites or processes are dedicated exclusively to the Project.

3.6.1 This Agreement covers all on-site fabrication work over which the County or Contractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, any offsite work, including fabrication, necessary for the Project defined herein, that is lawfully covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution of this Agreement shall be considered covered work under this Agreement.

3.7 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed before Substantial Completion. After installation by the Contractor(s) and upon the issuance of Substantial Completion of a portion of the Project or a building system by the County, it is understood the County reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with employees of the County. If required, the service representative may make a final check and may direct workmen on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

3.8 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, it is recognized that installation of specialty items which may be furnished by the County, AOC or Superior Court or a Contractor, other than the Design-Build Entity, shall be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer's warranty. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the manufacturer's warranty shall be subject to the grievance and arbitration clause of this Agreement.

3.9 It is recognized by the parties to this Agreement that the Coordinator designated in Article 8 below, and Contractor(s) are acting only on behalf of said Coordinator and Contractor(s), and said Coordinator and Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the County.

3.10 It is expressly agreed and understood that the County retains the right and ability to meet all competitive bidding requirements of public contracting law and to select the lowest
responsive and responsible bidder or the Design-Build Entity who provides the County with best value within a stipulated sum regardless of union signatory status. Further, the County may, at its sole discretion, end, delay, and/or suspend any or all portions of the work and may combine, consolidate, modify and/or not build any one or more portions of work covered by this Agreement at any time.

3.11 It is expressly agreed and understood by the parties hereto that the County shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on project sites not covered by this Agreement.

3.12 It is expressly agreed and understood by the parties hereto that the County shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment, subject to the requirements of Section 3.6.

3.13 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:

3.13.1 The operation of equipment and machinery owned or controlled by the County, the Administrative Office of the Courts ("AOC"), and/or the Alameda Superior Court or their subcontractors and not directly related to construction of the Project;

3.13.2 All employees of any Contractor, design team or any other consultant of the County, the AOC, and/or the Alameda Superior Court not performing construction craft labor within the scope of this Agreement;

3.13.3 Any work performed on or near to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractor(s), or by public utilities or their Contractor(s), and/or by the County or its Contractor(s) (for work which is not part of the scope of this Agreement) or the AOC and/or the Alameda Superior Court and their Contractor(s);

3.13.4 Off-site maintenance of leased equipment and on-site supervision of such work;

3.13.5 Non-construction support services contracted by the County or any Contractor in connection with this Project;

3.13.6 All work by employees of the County, the AOC, or the Alameda Superior Court;

3.13.7 Operations or maintenance work executed by the County, the AOC and/or the Alameda Superior Court;
3.13.8. All work on the Project under any contract entered into prior to the date of this Agreement;

3.13.9. All warranty functions, warranty work, corrective work, repair and maintenance work on purchased equipment performed by manufacturers’ representatives or vendors after Substantial Completion and acceptance of the Project by the County; and

3.13.10 All work set aside for certified ECOP Contractor(s) in Article 3.3.

3.14 The Council shall assist the County and the Design-Build Entity in encouraging and soliciting subcontractors in bidding to the Design-Build Entity.

ARTICLE 4

SUBCONTRACTS

4.1 Each Contractor, which includes all subcontractors of any tier, including trucking entities performing covered work on the Project, agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement by signing the Agreement to be Bound attached to this Agreement as Exhibit “A”. All Contractor(s) performing Covered Work on the Project shall, as a condition to performing work on the Project, become Signatory to and perform all work under the terms of this Agreement.

4.2 A Contractor includes any person, firm or corporation who agrees under contract with another Contractor of any tier, to perform on the Project any part or portion of the construction work covered by the prime contract, including the operating of construction equipment, performance of labor and/or installation of materials.

4.3 Notwithstanding any other provisions of this Agreement, the Design-Build Contractor, as appropriate, in conformance with paragraph 3.7 of this Agreement shall have the absolute right to award contracts or subcontracts for this Project notwithstanding the existence or nonexistence of any collective bargaining agreements between the prospective Contractor and any Union party, and provided that such Contractor is willing, ready and able to comply with this Project Stabilization/Community Benefits Agreement and shall execute a Letter of Assent (in the form attached as Exhibit A), should such Contractor be awarded work covered by this Agreement.

4.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting and shall be covered to the extent permitted by law. The delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement.
4.5 Each Contractor with a contract directly with the County has the primary obligation for performance of all conditions of this Agreement, including the performance of all of that Contractor’s subcontractors. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor elect to subcontract, that Contractor shall continue to have such primary obligation.

4.6 Each Contractor, which includes all subcontractors of any tier performing work on the Project, shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) business days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor, the California State License Board license number of the Contractor(s) and the scope of work to be performed. Written notice at a Pre-Job Conference shall be deemed written notice under this provision only for those subcontractors listed at the Pre-Job Conference.

4.7 Signatory Contractor(s):

4.7.1 With regard to any Contractor that is independently signed to any Master Labor Agreement, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in Section 4.7.2 below. Any such subcontracting clause in a MLA shall remain and be fully enforceable between each craft union and its signatory Contractor(s), and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory Contractor(s) under a MLA, except as specifically set forth in subsection 4.7.2 below.

4.7.2 If a craft union (“aggrieved union”) believes that an assignment of work for this Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union’s successful enforcement of the subcontracting clause in its MLA, as permitted by subsection 4.7.1 above, the aggrieved union may submit a claim under the jurisdictional resolution procedure contained in Article 7 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to subsection 4.7.1 above, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the award of damages under the former shall be null and void ab initio.
ARTICLE 5

RELATIONSHIP BETWEEN PARTIES

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

5.2 Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor or any dispute between the Signatory Union and the Contractor respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union and each other Contractor party to this Agreement.

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

ARTICLE 6

NO STRIKES - NO LOCKOUTS

6.1 During the life of this Agreement, the Unions and their members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, picketing or other work stoppage or hand-billing of any nature whatsoever on the Project for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.

6.1.1 Withholding of employees for failure of a Contractor to meet its weekly payroll is not a violation of this Article 6; however, the Union shall submit documentation of the failure to pay to the Coordinator and shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.

6.1.2 Should a Contractor performing work for this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request, that the Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds will provide written notice of the alleged delinquency to the affected Contractor, with copies to the Design-Build Contractor, the Coordinator and the
County. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to Contractor(s) delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements. If the Contractor is delinquent in the payment of Trust Fund contributions for covered work performed for this Project, the Contractor agrees that the affected Trust Fund may place the County on notice of such delinquencies and the Contractor further agrees that the County may issue joint checks to the Contractor and the Trust Fund until the delinquency is satisfied.

6.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application on the Project and/or failure of the parties to that agreement to reach a new contract. If a Master Labor Agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified Master Labor Agreement, the Union agrees that it will not strike or withhold labor from the Contractor for said contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Labor Agreement is reached between the Union and Contractor. If the Union and Contractor(s) agree to an interim agreement that will apply until a new Master Labor Agreement is reached, then, at the Contractor’s option, the Contractor may work under the terms of the interim agreement until a new or modified Master Labor Agreement is reached between the Union and Contractor. If the new or modified Master Labor Agreement reached between the Union and Contractor provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Labor Agreement to its effective date which is applicable to employees who performed work for the project during the interim period. Such compliance shall occur within seven (7) days after notification by the Union.

6.3 In consideration of the foregoing, the Contractor shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the County's or Contractor's decision to terminate or suspend work for the site or any portion thereof for any reason.

6.4 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement may be subject to immediate discharge and the procedure of Article 11, if invoked.
6.5 Upon written facsimile or electronic mail notice of a violation to the Local and/or International Union offices, the Union and its officers shall take immediate action and will use its (their) best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor shall have the right, in the event of a work stoppage by the Union to replace the employees represented by the Union in violation of this Agreement. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 6.

6.6 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

6.6.1 The party invoking this procedure shall immediately notify Robert Hirsch who the parties agree shall be the permanent Arbitrator under this procedure. Morris Day shall serve as alternate in the event that the permanent Arbitrator is unavailable at any time. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegraph or similar means to the party alleged to be in violation and the involved Union General President.

6.6.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.

6.6.3 The Arbitrator shall notify the parties by facsimile, electronic mail or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

6.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

6.6.5 Liquidated Damages. A party found to have violated the provisions of the No Strike-No Lockout section in this Article 6 shall cease such violation within eight (8) hours of the award of the Arbitrator. Should the violation continue past eight
(8) hours, the party in violation shall pay to the affected party as liquidated damages either the actual damages incurred or the sum of ten thousand dollars ($10,000.00) per shift, or portion thereof, whichever is greater, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

6.6.6 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, electronic mail or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 6.6.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

6.6.7 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.

6.6.8 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the affected Union(s) and the affected Contractor(s).

6.6.9 The procedures contained in this Section 6.6 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 14.

ARTICLE 7

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

7.1 The following language is specifically agreed to for the resolution of any Jurisdictional Disputes which may arise during the construction which is specifically covered by this Agreement. This agreement regarding resolution of jurisdictional disputes shall apply only to such disputes arising on this Project.

7.2 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions. Individuals violating this section shall be subject to immediate discharge.

7.3 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.

7.4 All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and the Contractor(s), parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

7.4.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., at the request of any party to a jurisdictional dispute under this Agreement, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan and the Arbitrator’s hearing on the dispute shall be held at the applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

7.5 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.

7.6 Each Contractor shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Design-Build Entity or Prime Contractor, the County and the Coordinator 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.

ARTICLE 8

COORDINATOR

8.1 The County will designate a Coordinator, who will be responsible for the administration and application of this Agreement.

8.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractor(s) and Unions Signatory hereto and will conduct the Joint Administrative Committee meeting at the request of either joint chair referred to in Article 10 below. The Coordinator shall not be responsible for the acts of the Contractor(s) or Unions Signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.
ARTICLE 9

PRE-JOB CONFERENCE

9.1 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required and shall be held. The parties may mutually agree to waive the requirement to hold a Pre-Job Conference and/or Mark-Up Meeting for any particular contract or contractor. All meetings shall be held at the offices of the Alameda County Building and Construction Trades Council.

9.2 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 7.3 of this Agreement.

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

9.4 At the discretion of the County, Pre-Job Conferences with the Council shall be scheduled in coordination with the County’s Owner Controlled Insurance Program ("OCIP") meetings.

ARTICLE 10

JOINT ADMINISTRATIVE COMMITTEE MEETINGS

10.1 The parties to this Agreement will form a five person Joint Administrative Committee (JAC). The Committee will be comprised of two representatives selected by the Council, two representatives selected by the County, and one representative selected by the Design-Build Entity. The Committee will be convened by the Coordinator and to be chaired jointly by a representative of the Council and the County. A Joint Administrative Committee meeting will be held when requested by either party or the Coordinator; between the Coordinator, the Contractor(s), the County, and the Signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractor(s) for the Project. These regular meetings will also include discussion of the scheduling, productivity and safety of work performed for the Project. The Committee may form sub-committees to consider and advise the full Committee with regard to any issues affecting this Agreement and the Project.

10.2 The Joint Administrative Committee shall appoint a Joint Administrative Subcommittee, comprised of one representative of the County, one representative of the Council for the purpose of convening to confer in an attempt to resolve any grievance that has been filed consistent with Article 14. The Joint Administrative Subcommittee shall meet as required
to resolve grievances by consensus vote with such resolutions to be final and binding on all signatories of the Agreement.

10.3 Meetings

10.3.1 The Joint Administrative Committee will meet monthly or more frequently at the call of either chairs.

10.3.2 The Coordinator will establish agenda topics with input from the Committee and send notices of meetings with the agenda in advance of the meetings.

10.3.3 The Joint Administrative Committee will receive reports and consider work progress and practices, local hire utilization, pre-apprentice recruitment, training and referral, and apprentice development and utilization.

10.3.4 The Coordinator and the Contractor(s) shall report progress on these issues and provide ongoing workforce projections for their work.

ARTICLE 11

LOCAL HIRING PROGRAM

11.1 The Parties agree to achieve the inclusion of County Residents in the employment and apprenticeship opportunities created by the Covered Work, which will be known as the Local Hiring Program (LHP). With day-to-day support from the Coordinator, the Joint Administrative Committee (JAC) formed pursuant to the provisions of Article 10 shall monitor the progress of the LHP and will serve as the central forum for representatives of all interested or affected parties to exchange information and ideas and to advise the County staff and the Coordinator concerning the operation and results of the LHP and the ongoing role of this Project Stabilization/Community Benefits Agreement as an integral component of LHP. As part of these responsibilities, the JAC will assess the obstacles to success of achieving inclusion of local Residents in the construction opportunities and shall make recommendations for a program to overcome some of those obstacles.

11.2 The parties agree to a goal that Residents of the County will perform up to 40 percent (40%) of all hours worked on the Project, on a craft-by-craft basis, if such workers are available, capable and willing to work on the Project, together with the apprentice goals in Article 18, below.

11.3 The Contractor shall make good faith efforts to reach these goals, as described in Article 11.4 below and to reach these goals working through the normal hiring hall procedures listed in the MLA or the procedures identified in Article 18.3 and the Unions shall make good faith efforts to assist the Contractor in reaching this goal. Sanctions may be imposed for the Contractor's and/or Unions' failure to demonstrate "good faith" effort to do so. In cases of alleged noncompliance, the issue may be referred to the Coordinator and then to the JAC for resolution. If the JAC can make no resolution, the issue may then be referred to Step 4 of Section 14.2.2 of the grievance procedure described in Article 14.
for submission to an arbitrator for a final and binding determination. For purposes of resolution of any dispute arising under this Section or Article 18.3, the County shall be considered a party-in-interest with full right of participation in the arbitration proceeding.

11.4 The Contractor must take, and require their subcontractors to take, the following good faith steps to demonstrate that they have made every effort to reach the Local Hiring Goals:

11.4.1. The Contractor shall attend the scheduled pre-job meetings identified in Article 9. At this meeting, the Contractor must submit written workforce projections and projected man-hours on a craft-by-craft basis, consistent with the Contractor’s bid proposal. In the event the pre-job meeting is waived, the Contractor must submit written workforce projections to the Coordinator within five (5) days.

11.4.2 Within one week of the issuance of the Notice to Proceed, the Contractor shall meet with the Coordinator to review and approve its compliance plan for reaching the Local Hiring Goals, using the required compliance plan form provided by the County.

11.4.3 The Contractor shall submit copies of hiring hall dispatch requests and responses to the Coordinator within ten (10) days of Coordinator’s request.

11.4.4 The Contractor shall contact the Coordinator if a union hiring hall will not or cannot, upon request of the Contractor, dispatch local residents.

11.4.5 The Contractor shall use the “Name Call,” “Rehire” or other available hiring hall procedures to reach goals and shall provide documentation of such requests to the Coordinator within ten (10) days of request.

11.4.6 The Contractor shall use Cypress Mandela, RichmondBUILD, Treasure Island Job Corps, or similar community based organizations as a resource for local labor resources, if a union will not or cannot provide local residents as requested, and in conformity with the collectively bargained union hiring hall agreement.

11.4.7 The Contractor shall sponsor local residents as defined herein for apprenticeship, when possible.

11.4.8 The Contractor shall maintain records for each Resident of Alameda County who was referred but not hired along with an explanation why the worker was not hired. Upon request, such records shall be made available for review by the County and Coordinator for the duration of the Project.

11.4.9 The Contractor shall document participation in any local employment training programs and submit documentation of such to the Coordinator within ten (10) days if requested by Coordinator.
11.5 The Unions will cooperate with the County, the Contractor(s), and the Coordinator in conducting outreach activities to recruit and refer qualified Alameda County Resident applicants to apprenticeship programs. In addition, the Unions will work with designated pre-apprenticeship programs to promote graduates and enhance their entry into the Apprenticeship programs.

11.6 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor. The parties to this Agreement support the development and placement of increased numbers of skilled construction workers from the residents within the County to meet the needs of the Project and the requirements of the industry generally.

11.7 To the extent possible, the parties agree to implement the LHP while complying with the County’s Small Local Emerging Business (SLEB) and Local Vendor Preference and Enhanced Contractor Outreach (ECOP) programs for the Project. To the extent that the County determines, in its sole discretion, that there is a conflict between the LHP established in this Agreement and the County’s SLEB, ECOP, and/or Local Vendor Preference Programs, the conflict shall be resolved in favor of the LHP on the construction work covered by this Agreement.

11.8 For the purposes of reaching the goal established in Article 11.2, a Contractor may qualify for full credit toward the goal by employing Alameda County Residents for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma. Credit will only be given for work performed during the life of the Project. In order to receive such credit, the Contractor must submit certified payrolls as documentation to the Coordinator. No credit for off-site work will be allowed until the Contractor has demonstrated a good faith effort to reach the goal on the Project and has received approval from the JAC.

ARTICLE 12

MANAGEMENT RIGHTS

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

12.1.1 Plan, direct and control the operation of all the work.

12.1.2 Decide the number and types of employees required to perform the work safely and efficiently. The lawful manning provisions of the applicable Master Collective Bargaining Agreement shall be recognized.

12.1.3 Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
12.1.4 Require all employees to observe the County’s Project Rules, the Contractor’s Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. The Contractor’s and County’s Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.

12.1.5 Discharge, suspend or discipline employees under the applicable MLA.

12.1.6 Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with this Agreement and the applicable MLA.

12.1.7 Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator and in accordance with this Agreement, which covers the fabrication provisions and any other conflicts that are addressed in this Agreement.

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

**ARTICLE 13**

**WORK RULES**

13.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor, it being understood that in the selection of such foremen, the Contractor will give first consideration to the qualified individuals available in the local area. Foremen and general foremen shall take orders from the designated Contractor representatives.

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

13.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor.

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

13.5 It is understood by the Contractor and agreed to by the Union, that the employees of the Contractor will perform the work requested by the Contractor without having any concern or interference with any other work performed by any employees of the County, the AOC, the Alameda Superior Court, or others who are not covered by this Agreement including, but not limited to, maintenance and operations.
13.6 Contractor(s) shall provide rest periods in accordance with Industrial Welfare Commission Order No. 16-2001 regulating wages, hours and working conditions for certain on-site occupations in the construction, drilling, logging and mining industries. Any dispute regarding rest and meal periods of this section shall be resolved exclusively under the provisions of Article 14 of this Agreement.

13.7 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, or machinery delivered to the jobsite in accordance with Section 3.11 of this Agreement since such deliveries shall not fall under this Agreement. Unloading of construction equipment or materials will be performed by Signatory Contractor(s) employees.

13.8 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause over-manning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices. However, the lawful manning provisions of the Master Labor Agreements shall be recognized.

13.9 It is understood by the Contractor and the Unions that the County may from time to time issue work rules applicable to the Project including, but not limited to jobsite access and designated parking areas, and it is further understood that employees working under this Agreement will comply with such rules.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1 All disputes concerning the interpretation and/or application of this Agreement that do not fall within the Article 6 No-Strike/No-Lockout procedure or Article 7 Work Assignments and Jurisdictional Disputes, shall be governed by the following grievance and arbitration procedure.

14.2 Grievances between one or more Union(s) and one or more Contractor regarding interpretation and/or application of this Agreement shall be pursued according to the following provisions:

14.2.1 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) or the Union(s) within ten (10) working days after the grievance is alleged to have occurred but in no event more than ten (10) days after the charging party became aware of the event giving rise to the dispute.

14.2.2 Grievances between one or more Union(s) and one or more Contractor(s) regarding provisions of this Agreement shall be settled or otherwise resolved according to the following Steps and provisions:
Step 1: The Contractor(s) or the Union(s)’ representative and the grievant shall attempt to resolve the grievance with the craft supervisor or Steward.

Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grievance shall be reduced to writing and may then be referred by the Contractor(s) or Union(s) to the grievant for discussion and resolution.

Step 3: In the event that the representatives are unable to resolve the dispute within the five (5) working days after its referral to Step 2, either involved party may submit it within five (5) working days to the Joint Administrative Subcommittee, established in Section 10.2, which shall meet within five (5) working days after such referral (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) to confer in an attempt to resolve the grievance. Decisions by the Joint Administrative Subcommittee shall be by majority vote with such resolutions to be final and binding on all signatories of the Agreement. If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within five (5) working days by either party to Step 4.

Step 4: In the event the matter remains unresolved in Step 3, either Party may request, within five (5) working days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.

Step 5: Within seven (7) calendar days after referral of dispute in Step 4, the parties shall choose an arbitrator for final and binding arbitration. The parties agree that an arbitrator shall be selected by the alternate striking method from the following list. The party who shall strike the first name shall be selected by the toss of a coin. (1) Robert Hirsch (2) Morris Day (3) William Ricker (4) Thomas Angelo. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the Parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

14.3 Grievances raised by County against one or more Union(s) and/or the Building Trades Council, or against the County by one or more Union(s) and/or the Building Trades Council, regarding provisions of this Agreement, shall be settled or otherwise resolved according to the following Steps and provisions:
14.3.1. A grievance shall be considered null and void if not brought to the attention of the County or the Union(s) within ten (10) working days after the grievance is alleged to have occurred but in no event more than ten (10) days after the charging party became aware of the event giving rise to the dispute.

Step 1: The County/Union(s) Joint Administrative Subcommittee shall attempt to resolve the grievance. The County/Union(s) Joint Administrative Subcommittee shall meet within five (5) working days after receipt of the grievance (or such longer time as is mutually agreed upon by the representatives on this Joint Administrative Subcommittee) to confer with regard to the grievance. Decisions by the Joint Administrative Subcommittee shall be by majority vote with such resolutions to be final and binding on all signatories of the Agreement. If the dispute is not resolved by the Joint Administrative Subcommittee, within the five (5) working days after meeting on the grievance, either involved party may proceed to Step 2.

Step 2: In the event the matter remains unresolved pursuant to Step 2, either Party may request that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.

Step 3: Within seven (7) calendar days after referral of dispute in Step 2, the parties shall choose an arbitrator for final and binding arbitration. The parties agree that an arbitrator shall be selected by the alternate striking method from the following list. The party who shall strike the first name shall be selected by the toss of a coin. (1) Robert Hirsch (2) Morris Day (3) William Ricker (4) Thomas Angelo (5) Barbara Kong-Brown. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the Parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

14.4 Where an issue is addressed in this Agreement and an MLA, this Agreement shall prevail. Where an issue is addressed in an MLA and not in this Agreement, the MLA shall control.

14.5 Grievances between a Union(s) and a Union(s)' signatory contractor involving interpretation or application of the Master Agreement shall be governed by the grievance procedures contained in the Master Agreement.
ARTICLE 15

UNION RECOGNITION AND REPRESENTATION

15.1 The Contractor(s) recognizes the Union(s) Signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.

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

15.3 Authorized representatives of the Union(s) shall have access to the Project site at all times when work is being, has been or will be performed. Such representatives shall comply with the reasonable visitor safety and security rules established for the Project. Access for Union(s) representatives will not be unduly restricted.

15.4 The treatment and payment of stewards shall be in accordance with the applicable MLA.

ARTICLE 16

REFERRAL PROCESS

16.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor(s) has its own core workforce, the Contractor(s) may request by name, and the Union(s) shall honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications ("Core Employees"): 

16.1.1 possess any license and/or certifications required by state or federal law for the Project work to be performed;

16.1.2 have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;

16.1.3 were on the Contractor(s)’ active payroll for at least sixty (60) out of the one hundred forty (140) calendar days prior to the contract award; and

16.1.4 have the ability to perform safely the basic functions of the applicable trade.

16.2 The Union(s) will first refer to such Contractor(s) one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will thereafter refer one of such Contractor(s)’ “core” employees as a journeyman and shall repeat the process, one and one, until such Contractor(s)’ crew requirements are met or until such Contractor(s)
has hired no more than five (5) Core Employees, whichever occurs first. Thereafter, all additional employees shall be hired exclusively from the Union(s)' hiring hall out-of-work list(s). For the duration of the Contractor(s)' work the ratio shall be maintained and when the Contractor(s)' workforce is reduced, Employees shall be laid off in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor(s) signatory to a Local, Regional, and/or National collective bargaining agreement(s) with Signatory Union(s) hereto shall be bound to use the hiring hall provisions contained in the relevant MLA of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the MLAs as they relate to such Contractor(s).

16.3 All Contractor(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the Signatory Union(s) so long as such procedures are in compliance with applicable federal, state or local law. The Contractor shall have the right to determine the competency of all employees and may reject any referral for any reason, provided that the Contractor complies with Article 17, Non-Discrimination, and in accordance with the applicable MLA.

16.4 In accordance with the Master Labor Agreement and in the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the request of a Contractor(s) for employees within a forty-eight (48) hour period after such request is made by the Contractor(s), Saturdays, Sundays and Holidays excluded, the Contractor(s) shall be free to obtain work persons from any source (“Alternative Employees”). Upon hiring Alternative Employees, the Contractor(s) shall immediately notify the appropriate Union(s) of the name and address of the Alternative Employees hired, which Alternative Employees shall be bound by the provisions of this Article and the Union(s)' hiring hall rules.

16.5 The Union(s) will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s). The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of Alameda County to meet the needs of the Project and the requirements of the industry generally. Accordingly, contingent upon request by the Contractor, the Unions agree to encourage the referral and utilization of Residents as journeyman and apprentices on the Project and the entrance of Residents into apprenticeships and training programs, as long such Residents possess the requisite skills and qualifications.

ARTICLE 17

NON-DISCRIMINATION

17.1 The Unions and Contractor(s) shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, actual or perceived sexual orientation, national origin, age, religion, political affiliation, or membership or non-membership in labor organization union activity, military veteran status, and disability as identified in the Americans With Disabilities Act, or any other basis recognized by law.
ARTICLE 18

APPRENTICES

18.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent apprentice workers in the construction industry, the Contractor(s) will make a good faith effort to employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

18.2 For the purpose of meeting the goals of this Article 18, the parties recognize only State-approved apprenticeship training programs administered by Joint Labor/Management Apprenticeship Training Committees (JATC).

18.2.1 The Signatory parties agree that the County shall make available to the Unions a database of apprentices qualifying under the Local Hiring provisions of this Agreement. The Signatory Unions agree to report in accordance with any limits set by applicable labor law, the availability and dispatch/placement of apprentices. The reports will be submitted to the Coordinator on at least a quarterly basis and more often, if requested and possible.

18.3 For this Project, the Design-Build Entity will be responsible to ensure that it and/or its subcontractors hire at least one (1) new first stage apprentice for the first $1 million of the Design-Build Agreement construction value and for each succeeding $5 million of the Design-Build Agreement construction value, the Design-Build Entity and/or its subcontractors will be required to hire at least one (1) additional new first stage apprentices. All such apprentices must be graduates of pre apprenticeship programs with a known and successful track record of apprentice placement into jobs. Such programs will include but may not be limited to the Cypress Mandela Training Center, RichmondBuild and the Treasure Island Job Corps. In addition, all the pre apprenticeship program graduates must be Residents of Alameda County and members of Disadvantaged Population.

18.3.1 As determined by the JAC, these apprentices shall work a minimum number of hours or for the duration of the contractor's work on the Project, whichever is less.

18.3.2 Each Signatory Union will be responsible for such County Residents to the contractor if they are available, capable and willing to work on the Project. No one trade can be used to satisfy the goal by the provision of more than three (3) such first stage apprentices, unless required by the nature of the work and or agreed upon by the JAC.

18.3.3 The Signatory Unions and Contractor(s) shall exercise, to the extent of their authority, their best efforts to recruit apprenticeship program applicants from Residents and are members of a Disadvantaged Population, as defined in Article
1. Further, for apprentices hired to comply with Article 18.3, there will be no limitation on where such apprentices will work subsequent to being hired for the Project. Contractor(s) will be allowed to receive credit for Article 18.3 when utilizing apprentices for non-Project work during the life of the Project, regardless of the location of the work as long as it is in the nine (9) Bay Area counties described in Article 18.3.5.

18.3.4 The Contractor shall request dispatch of apprentices from the local Joint Apprenticeship Training Committee in which the Contractor participates by submitting a Division of Apprenticeship Standards (DAS) Form 140 to those local joint training programs in the area that the Contractor will perform the work. Copies of the DAS Form 140 shall be provided to the Coordinator within ten (10) days of request by the Coordinator. The Unions shall honor all Contractor dispatch requests for such Apprentices.

18.3.5 For the purposes of meeting the goal established in Section 18.3, a Contractor may qualify for full credit toward the goal by employing Alameda County Residents as apprentices for other work the Contractor is performing in any of the nine Bay Area counties of: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara, Marin, Solano, Napa and Sonoma. Credit will only be given for work performed during the life of the Project. In order to receive such credit, the Contractor must submit certified payrolls as documentation to the Coordinator. No credit for non-Project work will be allowed until the Contractor has demonstrated a good faith effort to reach the goal on the Project and has received approval from the JAC.

18.3.6 To the extent permitted by law and the JATC requirements, the Unions will give credit to bona fide, provable past experience to applicants, including work for non-union Contractor(s) who become signatory to the PS/CBA. The experience and practical knowledge of applicants will be reviewed and tested by the applicable Joint Apprenticeship Training Committee. Applicants will be placed at the appropriate stage of apprenticeship or journey level as the case may be. Final decisions will be the responsibility of the applicable Joint Apprenticeship Training Committee.

ARTICLE 19

WAGE SCALES and FRINGE BENEFITS

19.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate MLAs which have been negotiated by the historically recognized bargaining parties and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.
19.2 For the duration of its work on this Project, the Contractor(s) agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Union(s) and the historically recognized local bargaining parties on the effective date as set forth in the applicable MLA. The Union(s) shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

19.3 The Contractor(s) hereby adopt and agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate Trust Agreements. The Contractor(s) 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 Contractor(s).

19.4 If a Contractor(s) fails to pay wages or benefits, the County agrees to honor a properly submitted, legally enforceable Stop Payment Notice.

**ARTICLE 20**

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

20.1 The hours of work, establishment of overtime and the establishment of shifts and shift pay shall be governed by the applicable MLA for each craft. It is understood that the County may, at its discretion, establish a uniform starting time and/or ending time. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.

20.2 To the extent permitted by the applicable provisions of the California Labor Code and the MLA, the Contractor, with one (1) week notice to the Unions, may establish a four (4) day per week, ten (10) hour per day work shift and the regular work week shall then be from Monday through Thursday.

20.3 Holidays and designated days off will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code, unless otherwise set forth in the MLA.

**ARTICLE 21**

**REPORTING PAY**

21.1 Any employee reporting for work and for whom no work is provided, except when given notification in accordance with the MLA not to report to work, shall receive two (2) hours pay at the applicable hourly rate. Any employee who starts work shall receive four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid in accordance with the applicable MLA.
21.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the Project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.

21.1.2 The provisions of this Section 21.1 are not applicable where the employee voluntarily quits or is out by reason of a strike, in which case the employee shall be paid for the actual time worked.

21.2 It will not be a violation of this Agreement when the County or Contractor(s) consider it necessary to shut down because of an emergency situation that could endanger life or property.

ARTICLE 22

TRAVEL, SUBSISTENCE and ZONE PAY

22.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code, unless otherwise set forth in the MLA.

ARTICLE 23

HEALTH AND SAFETY

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

23.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) working on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor(s) or the County. Nothing in this Agreement shall in any way be construed to make the Union(s), the County, the AOC or the Alameda Superior Court liable for safety violations on the Project.

23.3 The County intends to implement an Owner Controlled Insurance Program (“OCIP”), or wrap up insurance, on the Project. All Contractor(s) and employees performing work on the Project, and not otherwise excluded from the OCIP, will be bound by the requirements of the OCIP Safety Manual; provided however, discipline imposed for alleged violations of the OCIP Safety Manual is subject to the Grievance procedures in Article 14. Any drug testing protocol established by the Design-Build Entity for the Project shall satisfy the requirements of the OCIP Safety Manual and be consistent with
the MLAs. In the event that there is a conflict between the MLAs and the OCIP requirements, the OCIP requirements shall prevail.

ARTICLE 24

SECURITY OF MATERIAL, EQUIPMENT and TOOLS

24.1 All employees will comply with the reasonable security procedures established and published by the Contractor(s) and the County.

24.2 Violations or failure to comply with the County's Security Rules and Regulations while on the Project site may result in termination and/or exclusion from the Project site.

ARTICLE 25

HELMETS TO HARD HATS

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

25.2 The Unions and Contractor(s) agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on 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 26

MISCELLANEOUS PROVISIONS

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

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

26.3 Ratification by Governing Board. This Agreement shall not be binding on the County until it is ratified by the Board of Supervisors.
ARTICLE 27

ENTIRE AGREEMENT

27.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement, including the MLAs, shall in every instance exclusively apply to and control work performed on the Project. The provisions of this Agreement shall take precedence over provisions of local, area, regional or national labor agreements. Nothing contained in the MLAs, working rules, by-laws, constitution and other similar documents of the Unions, shall in any way affect, modify or add to this Agreement unless otherwise specifically indicated in this Agreement or mutually agreed to in writing and executed by the parties. Practices not part of the terms and conditions of this Agreement shall not be recognized.

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

27.3 The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any Board policy or requirement including, but not limited to, the construction contract, contract documents, project manual, and general conditions for the Project.

27.4 Provisions negotiated into any new or modified MLA which are less favorable to the Contractor shall not apply to work covered by this Agreement. Any disagreement between the parties regarding the application of the provisions of any new or modified MLA shall be resolved under the dispute and grievance arbitration procedures set forth in Article 14.

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

ARTICLE 28

GENERAL SAVINGS CLAUSE

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

ARTICLE 29

DURATION OF AGREEMENT

29.1 This Agreement shall become effective on the day the County Board of Supervisors ratifies this Agreement and shall continue in full force and effect until Notice of Completion is issued for the Project or the Project is terminated by the Board of Supervisors, whichever shall first occur.
SIGNATURES

County of Alameda

By: ____________________________
    President, Board of Supervisors

Approved as to Form:
Donna R. Ziegler, County Counsel

By: ____________________________
    Deputy County Counsel

Building & Construction Trades Council of Alameda County:

By: ____________________________
    Andreas Cluver, Secretary-Treasurer

Signatory Unions:

Asbestos Workers, Local 16
By: ____________________________

Boilermakers, Local 549
By: ____________________________

Bricklayers & Allied Craftsmen, Local 3
By: ____________________________

Northern California Carpenters
Regional Council (on behalf of Carpenters,
Local 713, Carpenters, Local 2236, Lathers,
Local 68L, Millwrights, Local 102,
Pile Drivers, Local 34)
By: ____________________________

Cement Masons, Local 300
By: ____________________________
<table>
<thead>
<tr>
<th>Union</th>
<th>Local</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Workers, Local 595</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elevator Constructors, Local 8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hod Carriers, Local 166</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Iron Workers, Local 378</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers, Local 67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers, Local 304</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineers, Local 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plasterers, Local 66</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roofers, Local 81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheet Metal Workers, Local 104</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign Display, Local 510</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sprinkler Fitters, Local 483</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teamsters, Local 853</td>
<td></td>
<td></td>
</tr>
<tr>
<td>United Association of Journeymen and Apprentices Fitting Industry, Underground Utility &amp; Landscape, Local 355</td>
<td></td>
<td></td>
</tr>
<tr>
<td>United Association of Steamfitters</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Pipefitters, Plumbers, & Gas
Fitters, Local 342

District Council No. 16 Northern
California International Union of
Painters & Allied Trades (on behalf of
Auto & Marine Painters, Local 1176,
Carpet & Linoleum Layers, Local 12,
Glaziers, Architectural Metal
& Glassworkers, Local 169,
Painters & Tapers, Local 3

By: ___________________________
EXHIBIT A

PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT

for the

COUNTY OF ALAMEDA EAST COUNTY HALL OF JUSTICE PROJECT

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the County of Alameda East County Hall of Justice Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Stabilization/Community Benefits Agreement for the County of Alameda East County Hall of Justice Project" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

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

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 19 of this AGREEMENT.

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

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

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

Dated: ____________________________

(Name of Contractor)

(Name of Prime Contractor or Higher Level Subcontractor) ____________________________

(Authorized Officer & Title)

(CA Number) ____________________________

(Address)

Contract Or Project # _________________ ____________________________

(Phone)

(Fax)
MEMORANDUM OF UNDERSTANDING

COUNTY OF ALAMEDA
EAST COUNTY HALL OF JUSTICE PROJECT
PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT

Notwithstanding any provision to the contrary in the County of Alameda East County Hall of Justice Project Stabilization/Community Benefit Agreement ("Project Stabilization Agreement"), this memorandum will confirm that work covered by the Project Stabilization/Community Benefits Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 9, 10 and 17 of the Project Stabilization Agreement will apply to such work.

County of Alameda

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8

President, Board of Supervisors

Date

Date

Approved as to Form:
Donna R. Ziegler, County Counsel

By: ____________________________________
Deputy County Counsel