PROJECT LABOR AGREEMENT

FOR

EL CAMINO HOSPITAL

MOUNTAIN VIEW, CALIFORNIA
1. **INITIAL PROVISIONS**

1.1. This Project Labor Agreement ("Agreement") is entered into between El Camino Hospital a non-profit 501(c)(3) (the "Owner") and their designated Construction Manager General Contractor (CMGC) and the Santa Clara and San Benito Counties Building & Construction Trades Council (BTC) and its affiliated local unions who have executed this Agreement, all of whom are referred to collectively as the "Unions."

1.2. The El Camino Hospital "Project" covers all work under OSHPD permit #'s HS-032809-0 and HS-032785-0 and is generally described as a replacement Hospital Building and Expansion of Central Utility Plant at 2500 Grant Road, Mountain View CA 94039-7025. The Replacement Hospital Project is a 5 level 457,000SF building. The Expansion of the Central Utility Plant is a 10,000SF expansion of the existing Central Utility Plant.

1.3. Construction Manager General Contractor (CMGC) is a company in the business of construction, including the Project. Construction Manager General Contractor (CMGC) represents and warrants that it is an employer primarily engaged in the construction industry and has the authority granted by El Camino Hospital to enter into this Agreement. The Construction Manager General Contractor (CMGC) for the Project is Rudolph and Sletten, Inc.

1.4. For purposes of this Agreement, Contractor means Construction Manager General Contractor (CMGC) and any contractor or subcontractor at any tier who performs work on the Project covered by this Agreement as defined by Article 2.

1.5. The Unions are labor organizations whose members are construction industry employees. Each Union represents that the individual executing this Agreement on its behalf has the authority to enter into this Agreement on behalf of that Union.

1.6. A large labor pool represented by the Unions will be required to execute the work involved in the Project. Employers wish, and it is the purpose of this Agreement, to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions.
1.7 In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions and to protect the Project against strikes and lockouts and other interference with the process of the work.

1.8 "Master Agreement" means the local multi-employer bargaining agreement for the craft union having traditional and customary jurisdiction over the work.

1.9 "Bona Fide Apprenticeship program" means a program approved by the State Division of Apprenticeship Standards that has graduated apprentices annually for at least the past 5 years. The graduation requirement for each of the preceding 5 years shall not apply to any trade or craft not recognized by the Department of Labor and or the Division of Apprenticeship Standards as an apprenticeable occupation for more than 9 years immediately prior to the effective date of this agreement.

2. **SCOPE OF AGREEMENT**

2.1. This Agreement applies to the Project and covers all on-site demolition, fabrication, construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project. It includes work which is directly or indirectly part of the Project and is included in the Construction Manager General Contractor (CMGC)'s construction management scope of work, including, without limitation, site preparation, on-site survey work, modular furniture installation and such soils and material inspection and testing that is typically performed by union members on such projects in California and for which there is a published prevailing wage determination. It includes all construction, demolition and/or improvements required to be performed as a condition of approval by the permitting agency. It includes all on-site fabrication work provided that such work is within the fabrication provision of a local agreement under Article 3. On-site fabrication work includes work done specifically for the Project in temporary yards or areas at or near the Project. For the convenience of Construction Manager General Contractor (CMGC) or Contractors, such fabrication work may be performed...
off-site. In that event, such fabrication work shall be performed in accordance with the lawful fabrication provisions of the appropriate local union Agreement (Master Agreement). This Agreement shall only apply to work performed with respect to the Project and shall have no application to any work performed unrelated to the Project or to any work performed after completion of the construction of the Project. All work to which this Agreement is applied by this Article 2 is referred to as “Covered Work,” unless expressly excluded by another provision of this Agreement.

2.2. This Agreement does not apply to supervisors, technical or non-manual employees of Contractors and the Construction Manager General Contractor (CMGC), including, but not limited to, executives, office and clerical employees, supervisors, timekeepers, messengers, quality control and quality assurance personnel, safety personnel, emergency medical and first aid technicians, guards; or any civil, mechanical or other professional engineers, drafters and inspectors not covered by a collective bargaining agreement of a union signatory to this agreement; or staff employees, or any other employees above the classification of general foreman or who perform administrative/clerical functions.

2.3. Work performed by a public utility not under the control of Construction Manager General Contractor (CMGC) or a Contractor, such as work performed by Pacific Gas & Electric Company, or other public utilities falling into this category, is not Covered Work and is excluded from the scope of this Agreement.

2.4. Work performed solely by employees of a manufacturer or vendor when required to maintain a specialty manufacturer’s or vendor’s warranty or guarantee (such as final set-up and/or connections for MRI machines) is excluded from the scope of this agreement. Should such circumstances arise, the manufacturer or vendor shall advise the Owner and/or Project Manager and the affected Union(s), including the Council.

2.5. Each signatory Contractor and the Construction Manager General Contractor (CMGC) are acting solely on their own behalf, and have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind each other or Owner.
2.6 Work covered by the Project Labor 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 6, 7 and 8 of the Project Labor Agreement will apply to such work.

2.7 The parties agree and understand that nothing contained in this Agreement shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may be performed or contracted by the Owner for its own account on the property or in and around the construction site, with the exception of covered work described in article 1.2 of this agreement.

2.8 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time.

3. CONTRACTING AND SUBCONTRACTING

3.1. Each signatory Contractor (including Construction Manager General Contractor (CMGC)) agrees that it will subcontract Covered Work only to a person, firm, or corporation who is or becomes party to this Agreement and who is or agrees to become bound for purposes of performing Covered Work, and who performs Covered Work pursuant to: A local multi-employer collective bargaining agreement (Master Agreement) with the craft Union having traditional and customary jurisdiction over the work. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, become bound by and perform all work under the terms of this Agreement and the applicable Master Agreement. Except as provided in this Agreement, the terms of the Applicable Master Agreement shall apply to the Project. Contractors shall become a party to this Agreement by signing an Employer Agreement to be Bound, which is provided as Appendix A to this Agreement. Construction Manager General Contractor (CMGC) and/or any Contractor who subcontracts Covered Work shall notify the Local Building Trades Council in writing within seven (7) business days after it has subcontracted work, and shall at the same time provide to the Local Building Trades Council a copy of the executed Employer Agreement to be Bound (Appendix A). Contractors of all tiers
will be required to attend a pre-job meeting with the affected unions prior to commencement of work on the Project; the pre-job will be scheduled by and between the Construction Manager General Contractor (CMGC) and the Trades Council.

3.2. Nothing in this Agreement shall in any manner whatsoever limit the rights of the Construction Manager General Contractor (CMGC) or any Contractor to subcontract work or to select its contractors or subcontractors, provided, however, that all Contractors, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Construction Manager General Contractor (CMGC) and every Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement through execution of the Agreement to be Bound. If the Construction Manager General Contractor (CMGC) or any Contractor fails to provide the Local Building Trades Council with the Employer Agreement to be Bound executed by its subcontractor, that party shall be liable for any contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make.

4. WAGES, BENEFITS AND HOURS OF WORK

4.1. Except as provided in this Agreement, all employees covered by this Agreement (including foremen and general foremen) shall be classified and paid wages, other compensation and contributions made on their behalf to multi-employer trust funds, all in accordance with the appropriate local agreement ("Master Agreement") as it may be amended, modified or renewed from time to time. No labor agreement for the work covered by this Agreement will apply to employees above the level of General Foreman. The Parties agree that this Agreement provides for wages and benefits consistent with California prevailing wage law including those laws and regulations that apply to indentured apprentices in State certified and recognized programs.
5. **UNION RECOGNITION**

5.1. The Contractors recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

5.2. No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, on the Project; provided, however, that an employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under the Agreement. All employees shall, however, be required to comply with any lawful union security provision of the applicable Schedule A Agreement for the period during which they are performing on-site Project work, except as modified by this Agreement.

5.3. The Unions shall be the primary source of all craft employees for Covered Work on the Project. Except as provided above and in Section 10.1.2, Contractors agree to be bound by the hiring practices of the respective Unions, including the hiring of apprentices, and to utilize their registration facilities and referral systems. The Contractor(s) shall have the right to reject any applicant referred by the Union(s).

5.4. The parties recognize the Owner’s interest in providing opportunities to participate on the Project to entities that may not have previously had a relationship with the Union(s) signatory to this Agreement. To ensure that such entities will have an opportunity to employ their “key” employees on this Project, the parties agree that in those situations where a Contractor not a party to an Applicable Agreement with a signatory Union having jurisdiction over Covered Work is a successful bidder, that Contractor may request by name, and the local Union(s) will honor, referral of persons who have applied to the local Union(s) for Project work and who meet the following qualifications:

   (1) Possess any license required by State or Federal law for the Covered Work to be performed;

   (2) have a total of at least 2,000 hours of construction craft experience during the prior three years;
(3) were on the Contractor's active payroll for at least 90 of 120 calendar days prior to the contract award; and

(4) have the ability to perform safely the functions of the applicable trade.

The Unions will refer to such Contractor one employee from the hiring hall out of work list for each affected craft, and will then refer one of the Contractor's "key" employees as defined above. The process then will be repeated, one and one, until a maximum of five (5) "key" employees have been hired, after which point hiring will be done in accordance to section 5.3 above.

6. **STRIKES AND LOCKOUTS**

6.1. During the term of this Agreement, the Unions, their agents, representatives, employees and persons acting in concert with them agree that they shall not incite, encourage, condone or participate in any strikes, walkouts, slow downs, sit-downs, stay-ins, boycotts, sympathy strikes, sick outs, refusals to refer employees, picketing, hand billing where the hand billing relates to Contractors or Construction Manager General Contractor (CMGC) and their activities or operations at the Project, work stoppages or other disruptive activity regarding the Project (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for this Agreement), and it is expressly agreed that any such action is in violation of this Agreement. For purposes of the no strike provisions of this Agreement, Construction Manager General Contractor (CMGC) shall be read to include its partners, parent entities, subsidiaries and affiliates, including, but not limited to, the Owner. In the event of a violation of this provision, Construction Manager General Contractor (CMGC) or any Contractor shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Union(s), and/or any of its agents, representatives or employees.

6.2. Upon written facsimile notice of a violation to the local Union(s) and their officers, and their agents, representatives, employees and persons acting in concert with them, shall take immediate action and will use 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. 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.

6.3. Neither Construction Manager General Contractor (CMGC) nor any Contractor shall 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 any Contractor for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include a decision by Construction Manager General Contractor (CMGC) or any Contractor to terminate or suspend work on the site or any portion thereof for any reason other than a labor dispute.

6.4. Any employees violating Section 6.1 above are subject to discipline up to and including discharge. Employees discharged for violation of this Article 6 will not be referred by a Union for work on the Project. Such employees may invoke the grievance procedures of the Applicable Agreement.

6.5. Notwithstanding the provisions of Section 6.1, it is agreed that a Union retains the right to withhold the services of its members from a particular Contractor or subcontractor who fails to make timely payments to the Union’s benefit plans, or fails to timely pay its weekly payroll, in accordance with the Master Agreements; provided, in the event the Union or any of its members withholds their services from such Contractor or subcontractor, Construction Manager General Contractor (CMGC) shall have the right to replace such Contractor or subcontractor with any other Contractor or subcontractor who executes the Agreement To Be Bound. No Union(s) shall withhold the services of its members under this provision without first giving the Construction Manager General Contractor (CMGC) and the individual Contractor alleged to be delinquent in its payments at least five (5) business days’ notice, in the case of payroll delinquencies, and 10 business days’ notice, in the case of benefit fund delinquencies, and an
opportunity to cure the delinquency by tendering payment to the relevant employees or trust funds.

6.6. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of Article 6 is alleged, after the Union(s) and local union(s), or Construction Manager General Contractor (CMGC) and Contractor, as appropriate, has been notified of the fact.

6.6.1. The party invoking this procedure shall, at their option, notify the permanent Arbitrator under this procedure, who will be John Kagle, Gerald McKay will be retained as an alternate. If the permanent arbitrator or his alternate is not available, five names will be obtained from the Federal Mediation and Conciliation Service and by lot strike names to arrive at the permanent arbitrator for the arbitration. Notice to the Arbitrator and other parties shall be by the most expeditious means available, with notice by facsimile or any other effective written means, including electronic mail if available. Such notice shall be provided to the party alleged to be in violation, and to the involved International Union President and local union or the Construction Manager General Contractor (CMGC) and Contractor, as appropriate.

6.6.2. Upon receipt of said notice the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

6.6.3. The Arbitrator shall notify the parties by facsimile or any other effective written means, including electronic mail if available, of the place and time chosen for the hearing. Said hearing shall be completed in one 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 Article 6 has in fact occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The award shall be issued in writing within three (3) hours after close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator may order cessation of the
violation of this Article 6, and such award shall be served on all parties by facsimile or electronic mail and registered mail upon issuance.

6.6.5. At any time before the matter is submitted for a decision or award on the merits, the grieving party has the right to withdraw the grievance without prejudice.

6.6.6. The award shall be final, binding and nonreviewable as to the merits. Such award may be enforced by a court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner.

Electronic and/or facsimile 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, all parties agree to 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 by express or registered mail.

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

6.6.8. The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the party invoking this arbitration procedure.

6.6.9. If the Arbitrator determines that a work stoppage has occurred in accordance with Section 6.6.4 above, the Union(s) and its applicable local union shall, within four (4) hours of receipt of the award, direct all of the employees it represents on the Project to immediately return to work. The applicable local union shall provide the Company with copies of any written material it provides to employees it represents directing employees to return to work or, if such direction is provided orally, shall provide the Company with a faxed notice describing the direction given to employees and a description of how that direction was provided. If the Union(s) and are found to have violated Section 6.1 or Section 6.2, then that
Union(s) shall pay the sum of ten thousand dollars ($10,000.00) as liquidated damages to Construction Manager General Contractor (CMGC) for each shift for which a violation has occurred, and for which the trade has not returned to work following the initial violation. For subsequent violations by the same Union, said Union shall pay the sum of fifteen thousand dollars ($15,000.00) as liquidated damages to the Construction Manager General Contractor (CMGC) for each shift for which the trade has not returned to work as a result of that subsequent violation. The Arbitrator shall retain jurisdiction to determine compliance with Section 7.1.

6.7. In the event that any Applicable Agreement expires and the parties to that Agreement fail to reach agreement on a new contract by the date of expiration, the Union(s) shall continue to provide employees to the Contractors working on the Project under all the terms of the expired Applicable Agreement until a new Applicable Agreement is negotiated, at which time all terms and conditions of that new Applicable Agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement or other agreement applicable to the Project under Section 3.1. In addition, if employees continued working on the Project under the expired labor agreement during the hiatus, and the new labor agreement provides for retroactive wage or benefit increases, then any Contractor shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such labor agreements an amount equal to any such retroactive wage and benefit increases established by the new labor agreement for such work.

7. GRIEVANCE PROCEDURE

7.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes or certain safety disputes as defined below) shall be considered a grievance. Except as provided herein, any grievances involving interpretation and application of the PLA will be governed by the PLA’s grievance procedure as set forth below. Where a grievance against a contractor is solely under a Master Agreement, the procedure for that agreement will apply. In cases where
the procedures of more than one agreement are triggered for the same dispute by grieving trades, the PLA grievance procedure will preempt all others for resolution of the dispute.

7.2. A grievance shall be considered null and void if not brought to the attention of the Contractor within five (5) working days after the incident which initiated the alleged grievance occurred, or within 5 days of knowledge of the alleged violation whichever is later.

7.3. Grievances shall be settled according to the following procedure:

- **Step 1.** The steward and/or Business Representative and the grievant shall attempt to resolve the grievance with the Contractor’s supervisor.

- **Step 2.** In the event the matter remains unresolved in Step 1 above, within five (5) working days after notice to the Union(s), the alleged grievance, in writing, may then be referred to the Business Manager of the Craft Union and the Labor Relations representative of the Contractor for discussion and resolution. A copy of the written grievance shall also be mailed/faxed to the Construction Manager General Contractor (CMGC) as identified in Section 1.3.

- **Step 3.** In the event the matter remains unresolved in Step 2 above, within five (5) working days, the alleged grievance, in writing, may then be referred to the applicable representative of the Craft Union involved and the Manager of Labor Relations of the Contractor of the Manager’s designated representative and the Construction Manager General Contractor (CMGC) as identified in Section 12.8 for discussion and resolution.

- **Step 4.** If the grievance is not settled in the preceding steps within five (5) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Construction Manager General Contractor (CMGC). An Arbitrator selected from a permanent panel of Arbitrators consisting of Alexander Cohen, Gerald McKay, Herbert S. Oestreiche, Donald H. Wollett, David C. Nevins, Kathy Kelly and will hear grievances filed pursuant to this Article. Should the parties be
unable to mutually agree on the selection of an Arbitrator from among those on the panel, selection for that given arbitration shall be made by alternately striking names from the list of names on the panel until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. The Construction Manager General Contractor (CMGC) shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first. In the event the last remaining Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the last stricken Arbitrator will be selected. A reasonable time is defined as thirty (30) days.

7.4. The Arbitrator's decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. The expense of arbitration, including the cost of the Arbitrator and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne equally by both parties. The Arbitrator's decisions shall be confined to the question posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to or subtract from, any provision of this Agreement. Any dispute over which multi-employer agreement is the applicable agreement to the relevant craft Union or what constitutes said agreement will not result in any economic damages or back-pay; and any relief rendered by a court or other tribunal of competent jurisdiction will be prospective only from the date of judgment.

8. **JURISDICTIONAL DISPUTES**

8.1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

8.2. All jurisdictional disputes between or among the Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according
to the present Plan established by the Building and Construction Trades Department or if a party to the dispute objects, then the dispute will be settled by use of any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department or any local, regional or State plan, provided all parties to the dispute are already bound to that plan or method. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

8.3. 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.

8.4. Each Contractor, upon award of a contract, shall conduct a pre-job conference with the Local Building Trades Council prior to commencing work. The Contractor shall notify the Local Building Trades Council of the contract award and to schedule a pre-job conference with the signatory Unions. At the pre-job conference, the Contractor shall outline and discuss, in detail, the scope of work in the contract and the specific jurisdictional assignments of work designating the craft(s) to be used to perform the work, as required by the Plan. The Construction Manager General Contractor (CMGC) will be advised in advance of all such conferences and may participate if they wish.

8.5. In case of a jurisdictional dispute involving a Union or Unions not party to the Plan or this Agreement, such dispute will be referred to the General Presidents of the Unions involved and Construction Manager General Contractor (CMGC) for resolution.

8.6. Any award or resolution under Article 8 shall be prospective and shall not require any back pay or other relief for work performed.

8.7. This Article 8 shall be enforceable in any court of competent jurisdiction, and shall not be subject to any grievance procedure of this Agreement or any other agreement.

9. **JOINT LABOR/MANAGEMENT MEETINGS**

9.1. During the period of any work performed under this Agreement, a joint labor/management meeting will be held between the Construction Manager General Contractor
CMGC), the Santa Clara and San Benito Building and Construction Trades Council, and Contractors on a monthly basis or more frequently as needed. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and Contractors performing work on the Project. These monthly (or more frequent) meetings will also include discussion of the scheduling and productivity of work performed on the Project.

9.2. Prior to commencement of the Covered Work, the Construction Manager General Contractor (CMGC), in coordination with the Santa Clara and San Benito Building and Construction Trades Council and signatory Unions, will conduct a meeting and provide an overview of the project, introduce key Project personnel, review anticipated contract packages, anticipated work schedule, estimated manpower requirements, safety and security regulations as well as other pertinent project information.

10. MANAGEMENT RIGHTS

10.1. Construction Manager General Contractor (CMGC) and Contractors retain full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to, the right to:

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

10.1.2. Hire, promote, transfer, layoff, discipline or discharge for just cause employees; the assignment and schedule of work; the promulgation of reasonable work rules; and the requirement of overtime work, including the determination of when it will be worked and the number and of employees engaged in such work; and to select and hire directly all supervisory personnel above the classification of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

10.2. No limitation or restriction by the Unions upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, or pre-finished materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having
jurisdiction over such work with the sole exception of work covered in section 2.4 of this agreement.

11. SUCCESSORSHIP

The obligations in Section 3.1 are independent obligations of the owner and Construction Manager General Contractor (CMGC) and so shall survive termination of a contract, if any, between Construction Manager General Contractor (CMGC) and Owner for any covered work on the Project or the sale of all or any portion of the Project by any Owner. This Section shall be enforceable in any court of competent jurisdiction, and shall not be the subject of any grievance procedure in any collective bargaining agreement.

12. GENERAL PROVISIONS

12.1 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, Construction Manager General Contractor (CMGC) and its Contractors, the Councils and the Unions shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The provisions of Article 6, No Strikes/No Lockouts shall be in full force and effect during negotiation of any such language and for the full term of this Agreement.

12.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

12.3 It is mutually agreed that any liability under this Agreement by Construction Manager General Contractor (CMGC), any Contractor, or Local Building Trades
Council, or any Union shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations and duties among the other parties or between that party and any other party. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner or the Construction Manager General Contractor (CMGC) and/or any Contractor.

12.4 This Agreement is formed and shall be construed under the laws of the United States and the State of California. Any disputes arising under this Agreement shall be brought and heard in Santa Clara County, California or in the San Jose division of the United States District Court for the Northern District of California or administrative tribunal with jurisdiction over Santa Clara County, unless the parties otherwise agree.

12.5 Wherever there is a conflict between this Agreement and any Applicable Agreement, the provisions of this Agreement supersede any contrary provisions in such Applicable Agreement.

12.6 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

12.7 This Agreement may be executed in counterparts.

12.8 Any notices required under this Agreement shall be given as indicated below. Either party may, in its sole discretion, designate in writing any new persons to receive said notices during the term of this Agreement.

To Owner:

Ken King, Vice President of Facilities Services
El Camino Hospital
2500 Grant Road
Mountain View, CA 94039-7025

To Construction Manager General Contractor

Paul Moran, Project Executive
Rudolph and Sletten, Inc.
1600 Seaport Blvd. Ste. 350
Redwood City, CA 94063

To the Local Building Trades Council:

Neil Struthers
Santa Clara & San Benito Counties Bldg. & Construction Trades Council
2102 Almaden Road
Suite 101
San Jose CA 95125-2190

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13 NON-DISCRIMINATION

13.1 Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, disability, national origin, age, religion, Vietnam veteran, or Vietnam era status, or any other basis prohibited by law. The parties also agree that no person shall be subject to unlawful harassment on any basis prohibited by law, including sexual or racial harassment.

13.2 The responsible Union(s) will indemnify and hold harmless Construction Manager General Contractor (CMGC) and all contractors on the Project for any liability attributed to that Union(s) for violating the laws, regulations and policies that prohibit discrimination or harassment. Likewise, Construction Manager General Contractor (CMGC), if it is held responsible, or the responsible Contractor(s) on the Project will indemnify and hold harmless the effected Union(s) for any liability attributed to Construction Manager General Contractor (CMGC) or a Contractor(s) for violating the laws, regulations and policies that prohibit discrimination or harassment.

13.3 Where adherence to a provision of a collectively bargained agreement would conflict with any order, regulation or law enforcing discrimination laws from any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, this said order, regulation or law will supercede the conflicting provision of this Agreement.

13.4 The Unions and Construction Manager General Contractor (CMGC) agree that nothing in this Agreement or any Applicable Agreement will prevent the reasonable accommodation of a person with a disability, and that Construction Manager General Contractor (CMGC) and any of its Contractors, in their sole discretion, may provide any such accommodation required by law. Such accommodations include, but are not limited to, providing light duty assignments to employees even though such positions may be generally reserved for an employee with greater seniority.
14 TERM OF AGREEMENT

14.1 The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article 2. Covered Work shall be deemed completed upon “final acceptance” of the Project by the Owner.

Dated: 12/19/05

SANTA CLARA & SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES
COUNCIL

By
CEO

Dated: 6/1/06

Rudolph & Sletten (CMGC)

By

Dated: 12/19/05

El CAMINO HOSPITAL

By

UNION SIGNATORIES

ASBESTOS WORKERS LOCAL 16

BOILERMAKERS LOCAL UNION
549

BAC LOCAL UNION 3

IBEW LOCAL 332

El Camino.Final.PLA.12.15.05
UNION SIGNATORIES

ELEVATOR CONSTRUCTORS LOCAL UNION 8

IRON WORKERS LOCAL UNION 377

OPERATING ENGINEERS LOCAL 3

PLASTERERS LOCAL UNION 300

OPERATIVE PLASTERERS AND CEMENT MASONS LOCAL UNION 400

ROOFERS LOCAL UNION 95

SIGN & DISPLAY & ALLIED CRAFTS LOCAL UNION 510

PAINTERS DISTRICT COUNCIL 16
(Painters local 507 / Glaziers Local 1621 / Carpet & Soft tile Local 12)

LABORERS LOCAL UNION 270

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL

TEAMSTERS LOCAL UNION 287

UNIONED ASSOCIATION, PLUMBERS & FITTERS LOCAL UNION 393

SHEET METAL WORKERS INTERNATIONAL UNION LOCAL 104

UNIONED ASSOCIATION, SPRINKLER FITTERS LOCAL UNION 483
APPENDIX A
AGREEMENT TO BE BOUND
PROJECT LABOR AGREEMENT

The undersigned, as a contractor or subcontractor (hereafter “Contractor”) on the Project, (hereafter “Project”), subject to the Project Labor Agreement (hereafter “Agreement”), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the promises made in the Agreement and all attachments 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, and the appropriate Master Agreement, together with any and all amendments and supplements now existing or which are later made thereto only for the duration and scope of the Contractor's work on the Project.

2.) The Contractor agrees to be bound by the legally established trust agreements designated in local master collective bargaining agreements. The Contractor authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

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

4.) Agrees to secure from any Contractor(s) (as defined in said Agreement) which are or become a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in a form identical to this document.

DATED: ___________________ Name of Contractor ________________________

(Authorized Officer & Title) ____________________________