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PORT OF OAKLAND

VISION 2000 (1999 FACILITIES)

PROJECT LABOR AGREEMENT

August 6, 1999
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PORT OF OAKLAND
VISION 2000 (1999 FACILITIES)
PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the “Agreement”) is entered into on August __, 1999, by and between Daviller-Sloan Inc./Parsons Constructors, Inc., their successors or assigns (hereinafter, “DSI/PCI” or “Project Contractor”), for and on behalf of themselves and the Port of Oakland and the Building and Construction Trades Department, AFL-CIO (hereinafter, “Department”), its affiliated National and International Unions who become signatory hereto, the Building and Construction Trades Council of Alameda County and the Local Unions or Councils who become signatory hereto (hereinafter, collectively called the “Union(s)”, “Local Union(s)”, or “Council(s)”) with respect to the new construction work within the scope of this Agreement owned and contracted by the Port of Oakland (hereinafter, “Port” or the “Owner”) for the construction of the Vision 2000 Project (1999 Facilities), for the modernization of the Port of Oakland, California, known as the “Project”.

The Port has placed highest priority upon the development of comprehensive programs for the recruitment, training and employment of historically disadvantaged residents of the Project Local Impact Area (LIA) (defined for purposes of this Agreement, to include the cities of Alameda, Emeryville, Oakland and San Leandro) and the creation of contracting opportunities for small and minority owned companies in the Oakland business community. In furtherance of those priorities, the Port has tasked the Parties to this Agreement to negotiate terms and conditions in this Project Labor Agreement that will advance those goals and remove obstacles that may have historically limited the full employment of such local residents or the access of such businesses to the opportunities on projects of this kind. This Agreement incorporates elements of said programs to achieve these important objectives, in order that the benefits of this Agreement may be applied to bid packages to be awarded during this calendar year. In order that the Parties can complete the development of a final program that is comprehensive and inclusive of related community concerns, the Parties have arrived at the terms of this Agreement and have committed to build upon those terms to complete the final and fully integrated agreements for the remainder of the Vision 2000 Port and Airport Modernization Program work.

It is understood by the parties to this Agreement that if this Agreement is acceptable to the Port, it will become the policy of the Port that the construction work covered by this Agreement shall be contracted exclusively to contractors who agree to execute and be bound by the terms of this Agreement. If a final Project Labor Agreement is reached and approved by the Port before the advertising of one or more of the bid packages encompassing the 1999 Facilities defined in Article II, the finally approved agreement shall be applied to such packages. Therefore, the Unions agree that other Contractors may execute the Agreement for purposes of covering such work. DSI/PCI shall monitor and administer the compliance with this Agreement by all Contractors, who
through their execution of a Letter of Assent binding them to this Agreement, together with their subcontractors, shall have become bound hereto.

The Port will implement this Agreement by including appropriate provisions in the bid documents, contract specifications and other contract documents for Qualifying Work. As a result, the successful prime contractor and the various subcontractors performing Qualifying Work will become parties to this Agreement. Therefore, this Agreement uses the term "Contractor" and specifies the rights and obligations of each such Contractor as if already parties to this Agreement. The term "Contractor" (or "Contractors") includes all construction contractors and subcontractors of whatever tier engaged in Qualifying Work on the construction site within the scope of this Agreement, including DSI/PCI when it performs construction work within the scope of this Agreement. Where specific reference to Davillier-Sloan, Inc./Parsons Constructors, Inc. alone is intended, the terms "DSI/PCI" or "Project Contractor" are used. The phrase "Prime Contractor" is used from time to time to refer to the successful prime contractor to whom a contract for all or part of the Qualifying Work has been awarded.

The Unions, DSI/PCI and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement and the written letters of understanding referenced as Appendices to this Agreement represent the complete understanding of the parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by DSI/PCI.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes a signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. This Agreement shall not apply to any contractor for work that is performed on any other project or at any location other than the project site as defined in this Agreement. The Unions hereby pledge to work cooperatively with all businesses awarded work governed by this Agreement, despite any other dispute they may have with a business over, for example, trust or benefit payments that arose on non Qualifying Work.

The Unions recognize that the Port, at its sole discretion, may contract work through its Non-Discrimination and Small/Local Business Utilization Program. For work awarded under this program performed under this Agreement, the Unions pledge to work cooperatively with the business owner in order to help achieve the Port’s objectives of increasing capacity among historically disadvantaged businesses within the Local Impact Area.
ARTICLE I
PURPOSE

The Vision 2000 Project is a multi-year, five hundred fifty (550) million dollar undertaking of The Port.

The timely and successful completion of this Project is critical to the ability of the Port to meet the shipping requirements of its tenants, Oakland and the San Francisco Bay Area community, the region’s industries and businesses and the Nation’s international commercial requirements. The Port’s Vision 2000 Project is a highly integrated effort to expand the capacity of the Port’s maritime facilities through the development of new berths and yards and the construction of a highly efficient Joint Intermodal Terminal for increasing the efficiency of ship-to-rail transfer of international container traffic. The physical expansion will more than double the size of the Port and will require a highly integrated, efficient, cost-effective and time-sensitive construction endeavor to complete on the critical time path that has been identified for the needs of the industry and the Nation’s growing international commerce. Failure to execute this program in such an efficient and timely manner will provide severe disruption to the Port’s operations and could dramatically reduce the competitiveness of the Port. The consequences of such an outcome would send profound and adverse reverberations throughout the local, state and national economy.

In order to accomplish this program successfully, the Port must ensure that the Contractors who will execute the construction project have available to them a highly trained, skilled and effective workforce and that the work performed will not be subject to major disruption. In addition, the Port seeks to ensure that the construction is undertaken with the greatest efficiencies in integrating the work of various crafts and trades, and that disputes between Contractors and Unions or among Unions are quickly resolved and without disruption in work.

After lengthy and careful deliberation by the Port and in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Project Labor Agreement, the Parties agree to establish effective and binding methods for the settlement of all labor misunderstandings, disputes or grievances which may arise; and in recognition of such methods and procedures, the Unions agree not to engage in any strikes, slowdowns or interruption of work and the Contractor agrees not to engage in any lockout. Further, the parties agree to cooperate throughout the term of this Agreement to develop methods to reduce Port construction and project administrative costs.

The parties are committed to providing open access to bidding opportunities for all contractors and to assuring an adequate supply of craft workers possessing the requisite skills and training in order to provide the ratepayers a project of the highest quality.
ARTICLE II
SCOPE OF AGREEMENT

This Agreement, hereinafter designated as the “Project Labor Agreement” or “Agreement” shall apply and is limited to all on-site construction, modification, alteration, repair, and demolition, as defined in Section 1 of this Article (the “Qualifying Work”) performed by those contractors of whatever tier that are awarded contracts for such work, which may include DSI/PCI, on or after the effective date of this Agreement, with regard to the construction, reconstruction, rehabilitation, or any other construction necessary to the Port of Oakland Vision 2000 (1999 Facilities) Project, all of which are hereinafter referred to as the “Project” and specifically defined below.

Section 1. (a) The 1999 Facilities are specifically defined as and limited to contract bid packages scheduled to be advertised and awarded on or before December 31, 1999 which are generally described as follows:

- Construction of Berth 55/56 Wharf, fill, demolition and Phase 1A Yard
- Berth 55/56 Container Yard Phase 1B
- Berth 55/56 Administration and Maintenance and Repair Facility
- Berth 55/56 Marine Operations Building and Restroom Buildings
- Realignment of 7th Street and New Road Construction
- Joint Intermodal Facility

It is understood by the parties that the Owner may at any time and at its sole discretion determine to build segments of the Project under this Agreement not currently proposed, or to modify or not to build any one or more of the particular segments proposed to be covered. If segments are added to the Project scope, they would be automatically covered by this Agreement.

Section 2. Items specifically excluded from the scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors above the level of General Foreman, staff engineers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and
first aid technicians, and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the Port or railroad, shipping lines or stevedoring companies.

(c) All off-site manufacture and handling of materials, equipment, or machinery (except at dedicated lay-down or storage areas proximate or adjacent to the Project site).

(d) All employees of design teams or any other consultant of the Port for specialty testing, architectural/engineering design and other professional services.

(e) Any work performed on or near or leading to or onto the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors; and/or by the Owner or its contractors (for work which is not part of the Scope of this Agreement as defined in Section 1(a) of this Article).

(f) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee. The Union shall be given a copy of such warranty or guarantee on execution of the Contract with the vendor.

(g) Laboratories for specialty testing or inspections not ordinarily done by the signatory local unions.

(h) Non-construction support services contracted by the Owner or DSI/PCI in connection with this Project.

(i) All work by employees of the Port or by railroad, shipping lines or stevedoring companies doing business at the Port.

(j) Construction work ancillary to the Project, but contracted by others. When DSI/PCI is informed of such construction work, it will notify the Building Trades Council as soon as possible thereafter, but not later than twenty-four (24) hours prior to the commencement of such work.

Section 3

(a) The Owner, DSI/PCI, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project notwithstanding the existence or
non-existence of any collective bargaining agreements between the prospective Contractor and any Union party, provided only that such Contractor is willing, ready and able to comply with this Project Labor Agreement and to execute a Letter of Assent (in the form attached as Exhibit B), should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all subcontractors of a Contractor, of whatever tier, who have been awarded contracts of work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of a Letter of Assent provided to the Contractor by DSI/PCI, prior to the commencement of work. A copy of the Letter of Assent executed by the Contractor shall be immediately transmitted to the Union(s) prior to the dispatch of employees to the job site.

Section 4. (a) The provisions of this Project Labor Agreement and the written letters of understanding referenced as Appendices to this Agreement (including the Schedule As, which are the local Collective Bargaining Agreements between bona fide contractor groups or representatives and the signatory Unions having covered work that corresponds to Qualifying Work on the Project) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or National Agreements which may conflict with or differ from the terms of this Agreement. DSI/PCI and each local union shall agree upon the local collective bargaining agreement to be designated as the applicable Schedule A for work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

(b) Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by Howard S. Block, Esq., under the procedures established in Article IX. It is understood that this Agreement and the written letters of understanding referenced as Appendices to this Agreement, together with the referenced Schedule As, constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national agreement as a condition of performing work within the scope of this Agreement.
Section 5. This Agreement shall only be binding upon the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Nothing in this Section shall be construed to limit or prevent the Unions or fringe benefit trust funds from asserting or enforcing legal rights to collect delinquent contributions from Contractors signatory to this Agreement or their related entities.

Section 6. This Agreement shall be limited to the on-site construction work within the scope of this Agreement, as set forth in Section 1 of this Article, for which bids have been received on and after the effective date of this Agreement, including, specifically, site preparation and related demolition and deconstruction work. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function awarded to any contractor before the effective date of this Agreement or which may be performed or contracted by the Owner for its own account on the property or in and around the construction site.

Section 7. It is understood that the liability of the Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner or DSI/PCI and/or any Contractor, except in a case when DSI/PCI terminates or directs the termination of the employee of a Contractor.

Section 8. None of the provisions of this Agreement shall be construed to prohibit or restrict the Port or its employees from performing work not covered by this Agreement on or around the construction site. As areas of covered work are accepted by the Owner, the Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Owner to engage in repairs or punch list modifications.

Section 9. 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.

ARTICLE III
PORT OF OAKLAND/COMMUNITY SOCIAL JUSTICE COMMITTEE

Various provisions of this Agreement have been agreed in order to achieve the inclusion of historically disadvantaged businesses and individuals in the contracting and employment opportunities created by the Qualifying Work. In order to implement these social justice provisions, the Port will form a Social Justice Committee to serve as the central forum for representatives of all
interested or affected parties to exchange information and ideas and to advise the Port staff concerning the operation and results of the Port Social Justice Program and the ongoing role of this Project Labor Agreement as an integral component of the Port's program. The Social Justice Committee will be comprised of representatives of all interested segments of the community who will be appointed by the Port, including but not limited to local, minority and female business organizations, community-based organizations, the Unions signatory hereto, DSI/PCI and Contractors participating under this Agreement.

The Port's representative on the Committee shall serve as Chair of the Committee. The Committee will meet monthly or at the call of the Chair to discuss work progress and projections and other issues of concern to the Committee. Issues that are not resolved by the Committee may, if appropriate, be referred to the Social Justice Subcommittee of the Joint Administrative Committee.

Reasonable costs of the program established by the Social Justice Committee shall be borne in partnership between the Port and the industry (labor/management), with the industry share being paid by the existing industry contract administration or similar trust funds referenced in Article XI, Section 3.

ARTICLE IV
LABOR/MANAGEMENT COOPERATION
JOINT ADMINISTRATIVE COMMITTEE

Section 1. The parties to this Agreement will form a Project Labor Agreement Joint Administrative Committee consisting of Union and Contractor representatives selected by the Unions and DSI/PCI. The Committee shall be jointly chaired by a representative of DSI/PCI and a representative of the Unions appointed by the Building and Construction Trades Council of Alameda County. The purpose of the Committee shall be to promote harmonious and stable labor/management relations on this Project, to insure effective and constructive communications between the labor and management parties, and to advance the proficiency of the workmen in the industry.

Section 2. The Committee shall meet on a monthly basis or at the call of the Joint Chairs to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this Agreement. DSI/PCI shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meeting with input from the Unions and Contractors. Notice of the date, time and place of the meetings shall be given to the Committee members at least three (3) days prior to the meeting.
Section 3
(a) The Parties to this Agreement shall establish a standing Subcommittee on Social Justice to this Joint Administrative Committee which shall be comprised of representatives of the Unions, DSI/PCI, Contractors and Community-based organizations located in the LIA and selected by the Port and mutually accepted by DSI/PCI and the Unions. The Subcommittee's purpose shall be to promote and support on an ongoing basis the utilization on this Project, to the maximum extent possible, of Oakland-based small and historically disadvantaged businesses and the training, placement and retention of LIA residents, especially applicants from groups that have been historically disadvantaged in construction industry employment opportunities.

(b) The Subcommittee shall meet on a regularly scheduled monthly basis or at the call of DSI/PCI to discuss business, training, job opportunities and any issues concerning alleged non-compliance. DSI/PCI shall chair and be responsible for the scheduling of the meetings and the preparation of the agenda topics with input from the other Subcommittee members. The Contractors shall be prepared to report on monthly progress and to provide ongoing workforce projections for their work. Timely notice of the location and time of the meetings shall be given to all Subcommittee members.

ARTICLE V
UNION RECOGNITION AND EMPLOYMENT

Section 1. The Contractor recognizes the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. The Contractor shall have the right to determine the competency of all employees, the number of employees required, subject to the lawful manning provisions of applicable local collective bargaining agreements (provided that such provisions will not be recognized if they unduly restrict the productivity or efficiency of the work and the full utilization of the workforce), and shall have the sole responsibility for selecting employees to be laid off, consistent with Article VI, Section 3 below.

Section 3. (a) For Local Unions now having a job referral system as contained in Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal,
state, and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected by obligations of union membership or the lack thereof, except that nothing in this section shall preclude the lawful exercise of rights under the union security clause as to employees delinquent in their proper dues payments. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations, and to permit and facilitate compliance with the Port’s Social Justice Program. The Contractor may reject any referral for any reason, provided the Contractor complies with Article XI, Section 6(a).

(b) To the extent permitted by law, the Unions will give credit for bona fide, provable past experience to applicants, including workers for non-union contractors who become signatory to the PLA. 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 at the journey level, as the case may be. Final decisions will be the responsibility of the applicable Joint Apprenticeship Training Committee, subject to final review by the California Division of Apprenticeship Standards.

(c) From time to time or as requested, the appropriate Joint Apprenticeship Coordinator(s) will make progress reports on the number and disposition of applicants to the Social Justice Committee.

(d) The Port and the unions agree to establish one or more centers to facilitate the entry into and retention of Local Impact Area residents interested in careers in the building and construction trades. The center(s) will be known as “Pre Halls”. The center(s) will serve as a resource for preliminary orientation; assessment of construction aptitude; referral to pre apprenticeship and apprenticeship programs or hiring halls; needs assessment; counseling and mentoring; support network for women; employment opportunities and other needs as identified for prospective workers.

(e) The Unions agree to coordinate with the “Pre Hall(s)” established in subsection (d) above to create and maintain an integrated database of hiring list members from the LIA and LBA, and agree that such hiring list members may use the “Pre Hall(s)” as a facility from which they may be dispatched for work covered under this Agreement, consistent with normal union hiring hall procedures. Further, the Parties agree, that a Contractor may use the “Pre Hall(s)” as a resource for identifying LIA/LBA hiring list members who could be made subject to name call
for the purpose of meeting the LIA/LBA hiring goals. A Contractor will contact the applicable Union dispatcher to request a name-call worker, and the Union will agree to dispatch such a worker from the Union hall or the “Pre Hall(s).” The “Pre Hall(s)” will provide the necessary confirmation to the Union dispatcher that the worker has received and accepted the dispatch and will also provide confirmation to the Contractor. Unions that maintain dispatch facilities within the Port LIA, or which dispatch by telephone to the job, will not be required to utilize this provision for dispatch of workers.

Section 4. In the event that Local Unions are unable to fill any request for employees within forty-eight (48) hours after such request is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source, including community-based organizations in the LIA. The Contractor shall inform the Union of the name and social security number of any applicants hired from other sources and shall refer the applicant to the Local Union for dispatch to the Project.

Section 5. Except as required by law, the Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor.

Section 6. The parties agree to a goal that residents of the Port’s Local Impact Area defined as Alameda, Emeryville, Oakland and San Leandro) shall perform fifty percent (50%) of all hours worked, on a craft-by-craft basis but, that if sufficient and qualified workers from the Local Impact Area are not available to achieve this goal, then residents of the Port’s Local Business Area (defined as Alameda County and Contra Costa County) may be utilized. The Contractor shall make good faith efforts to reach this goal through the utilization of normal hiring hall procedures listed in the Schedule A agreements. Sanctions may be imposed for failure to meet the goals or demonstrate “good faith” effort to do so. In cases of alleged noncompliance, the issue may be referred to the Social Justice Subcommittee of the Labor/Management Cooperation Joint Administrative Committee for resolution. If a majority of the Subcommittee can make no resolution, the issue may then be referred by any affected party to Step 3 of the grievance procedure of Article IX for submission to an arbitrator for a final and binding determination. For purposes of resolution of any dispute arising under this Section, the Port shall be considered a party-in-interest with full right of participation in the arbitration proceeding.

Section 7. In the event that a signatory Local Union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the Union equal opportunity to
refer applicants. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

Section 8. The Unions will cooperate with the Port, the Oakland and other LIA communities, the Contractors and DSI/PCI in conducting outreach activities to recruit and refer local resident applicants to apprenticeship programs or on-the-job employment positions for which they are qualified or qualifiable. Working with the Joint Administrative Committee’s Subcommittee on Social Justice, the Unions will, after their out-of-work lists are exhausted, use Community-based organizations (to be identified by the Port of Oakland/Community Social Justice Committee) or State-approved apprenticeship or training programs as a “First Source” for hiring qualified or qualifiable local residents, especially applicants from groups that have been historically disadvantaged in construction industry employment opportunities, before recruiting from other union locals.

Section 9. No employee covered by this Agreement shall be required to join any Union as a condition of being first employed on the Project; provided, however, that an employee who is a member of the referring union at the time of the referral shall maintain that membership while employed under the Agreement. All employees shall, however, be required to comply with the union security provision of the applicable Schedule A for the period during which they are performing on-site Project work to the extent, as allowed by law, of rendering payment of the applicable monthly dues and fees uniformly required for union membership in the local union which is signatory to this Agreement. The Contractor agrees to deduct union dues from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues to the applicable Union or Council.

Section 10. The parties recognize the Owner’s commitment to provide opportunities to participate on the Project to emerging business enterprises as well as other enterprises that may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ their “core” employees on this Project, the parties agree that in those situations where a Contractor not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

(1) possess any license required by state or federal law for the Project work to be performed;
(2) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;

(3) were on the Contractor’s active payroll for at least sixty (60) out of the one-hundred eighty (180) calendar days prior to the contract award;

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

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then 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 has hired ten (10) “core” employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor’s work the ratio shall be maintained and when the Contractor’s workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

Section 11. Except as provided in Article VI, Section 3, individual seniority will not be recognized or applied to employees working on the Project.

Section 12. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Contractor, except that no craft foreman shall be required to supervise more than ten (10) craft employees. Craft Foremen shall be designated Working Foremen at the request of the Contractor. Craft workers covered by this Agreement will, in the normal day-to-day operations, take their direction and supervision from their foreman.

ARTICLE VI
UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Union shall have access to the Project, provided that such representatives fully comply with posted visitor, security and safety rules and the environmental compliance requirements of the Project. It is understood that because of the geographical scope of the Project, and the type of work being undertaken on the Project site, visitors may be limited to certain times, or areas, or to being accompanied at all times while on the Project site; with this in mind, however, the
Contractor recognizes the right of access set forth in this Section and such access will not be unreasonably withheld from an authorized representative of the Union.

Section 2. (a) Each signatory Local Union shall have the right to designate a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee’s appropriate supervisor. Each steward shall be concerned with the employees of the steward’s Contractor and if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his union duties.

(c) When a Contractor has multiple, non-contiguous work locations on the site, the Contractor may request, and the Union shall appoint additional working stewards to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor and the Union.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 3. The Contractor agrees to notify the appropriate Union forty-eight (48) hours prior to the layoff of a steward, except in the case of disciplinary discharge for just cause. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the Contractor.

Section 4. Personnel of the Port will be working in close proximity to the construction activities. The Union agrees that the Union representatives, stewards and individual workers will not interfere with the Port personnel, or with personnel employed by any other employer not a party to this Agreement.
ARTICLE VII
MANAGEMENT'S RIGHTS

Section 1  The Contractor retains the full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices that limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

Section 2  There shall be no limitation or restriction by a signatory Union upon a Contractor’s choice of materials or design, nor, upon the full use and utilization of equipment, machinery, packaging, pre-cast, prefabricated, pre-finished, or pre-assembled materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the Owner may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular item(s), may be performed by employees of the vendor or other companies where necessary to protect a manufacturer’s warranty or where the employees working under this Agreement lack the required skills to perform the work.

Section 3  The use of new technology, equipment, machinery, tools and/or labor-saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article IX of this Agreement.
ARTICLE VIII
WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule As or disputes directed at non-construction services companies at the Project site) by the Union(s) or employees at or affecting the Project site or against any Contractor covered under this Agreement and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project construction site is a violation of this Article.

Section 2. The Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible for rehire under this Agreement for a period of up to 120 days. The Union shall take all steps necessary to obtain immediate compliance with this Article but shall not be held liable for conduct for which it is not responsible.

Section 3. (a) If the Contractor contends that any Union has violated this Article, Article X, Section 4 or Article XIX, Section 3, it will notify in writing the International President(s) of the Union(s) involved, advising him of the fact, with copies of such notice to the Local Union(s) involved, to the Building Trades Council and to the Building and Construction Trades Department. The International President or Presidents will immediately issue, order and use the best efforts of his office to cause the Local Union(s) to cease any violation of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and DSI/PCI setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 5. It is agreed by the parties that the term “lockout” for purposes of this Agreement does not include discharge, termination or layoff of employees by the Contractor, nor does it include the Contractor’s decision to terminate or suspend work on the Project or any portion thereof for any reason, provided the Union is given thirty (30) days notice. This provision will not affect the Contractor’s right to suspend or terminate work on any portion of the Project for operational or special circumstances.
Section 4

There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity affecting the project site during the term of this Agreement. Any Union or Local Union which initiates or participates in a work stoppage in violation of this Article, or which recognizes or supports the work stoppage of another Union or Local Union which is in violation of this Article, agrees as a remedy for said violation, to pay liquidated damages in accordance with Section 5(h).

Section 5

Any party, including the Owner, whom the parties agree is a party in interest for purposes of this Article, or DSI/PCI, may institute the following procedure, in lieu of or in addition to any other contractual procedure or any action at law or equity, when a breach of Section 1, above, Section 4 of Article X, or Section 3 of Article XIX is alleged:

(a) A party invoking this procedure shall notify Gerald McKay, Esq., whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, he/she shall appoint an alternate. Invocation of this procedure and notification of the arbitrator on behalf of Contractor parties shall be made by DSI/PCI. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail but will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after the notice to the International President(s) required by Section 3, above.

(c) The arbitrator shall notify the parties of the place and time chosen for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator’s discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, Section 4 of Article X, or Section 3 of Article XIX, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or, except as expressly provided by Section 5(h) of this Article, to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing.
and may be issued without an opinion. If any party desires 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 the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinafore in the following manner. Written 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 5(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party’s right to participate in a hearing for a final order of enforcement. The court’s order or orders enforcing the arbitrator’s award shall be served on all parties by hand or by delivery to their last known address by registered mail.

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

(g) The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties respondent.

(h) If the Arbitrator determines that a violation of Section 1, above, Section 4 of Article X, or Section 3 of Article XIX, has occurred in accordance with Section 5(d) above, the Union(s) shall, within eight (8) hours of receipt of the Award, direct all of the employees they represent on the Project to immediately return to work. If the trade involved does not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator’s Award, and the Union(s) has not complied with Section 2 of this Article, then the Union(s) shall be required to pay liquidated damages to the Owner in an amount not less than $10,000, or more than $25,000, at the discretion of the arbitrator, and will be assessed an additional amount of not less than $10,000 and up to $25,000 for each subsequent shift thereafter at the discretion of the arbitrator on which the trade has not returned to work. If the Arbitrator determines that a lockout has occurred in violation of Section 1, he shall be empowered to award back pay to the employees who were locked out. The Arbitrator shall retain jurisdiction to determine compliance with this section and Section 2 of this Article.
Section 6  Procedures contained in Article IX shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1, above, may resort to the procedures of Article IX to determine whether or not he was engaged in that violation and what remedy should be assessed.

Section 7  DSI/PCI is a party in interest in all proceedings arising under this Article and Articles IX and X and shall be sent contemporaneous copies of all notifications required under these articles, and, at its option, may initiate or participate as a full party in any proceeding initiated under these articles.

ARTICLE IX

DISPUTES AND GRIEVANCES

Section 1.  (a) This Agreement is intended to provide close cooperation between management and labor. DSI/PCI and the Alameda County Building and Construction Trades Council, AFL-CIO, shall each assign a representative to this Project for the purpose of assisting the Department, the International and Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

(b) DSI/PCI, Contractors, Unions, and employees collectively and individually, realize the importance to all parties of assuring continuous and uninterrupted performance of the work on the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

(c) DSI/PCI shall administer the processing of the grievance, including the scheduling and arrangement of facilities for meetings at Step 2 and above, the selection of the arbitrator to hear the case and any other administrative matters necessary to facilitate the timely disposition of the case.

Section 2  Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VIII, Section 1, or Article X, Section 4) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels aggrieved by a violation of this Agreement, the employee shall, if intending to grieve the employee’s complaint, give notice of the employee’s grievance through the employee’s Local Union business representative or job steward to the work site representative of the involved Contractor. Such notice, to be timely, shall be
given within five (5) working days after the occurrence of the alleged violation, stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grievances party may, within forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

Grievances and disputes settled at Step 1 shall be non-precedential, except as to the parties directly involved, unless endorsed in writing by DSI/PCI within five (5) days after resolution has been reached.

(b) Should the Local Union(s) or DSI/PCI or any other Contractor have a dispute with the other party and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within three (3) working days, the dispute shall be reduced to writing and proceed to Step 2 as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager of the involved Local Union or the Business Manager’s designee, together with the International Union representative or the International Union representative’s designee of that Union, the site representative of the involved Contractor, and the labor relations representative of DSI/PCI shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either party may request in writing within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator designated from a permanent panel of five (5) arbitrators to this Agreement. Designation of the arbitrator from the panel to hear any grievance shall be by rotation among the panel members and shall be made jointly by DSI/PCI and the representative of the Alameda County Building Trades Council on behalf of the parties. If the panel has not been agreed upon by the parties, arbitrator selection shall be made pursuant to the rules of the American Arbitration Association, which shall also govern the conduct of the arbitration hearing. The decision of the arbitrator shall be final and binding on all
parties and the fee and expenses of such arbitration shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended by oral or written consent of the parties involved at the particular step where the extension is agreed upon. An oral consent shall be confirmed in writing by the party to whom it accrues. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 3

No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

Section 4

DSI/PCI shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at these steps.

ARTICLE X

JURISDICTIONAL DISPUTES

Section 1.

Work shall be assigned by the Contractor in accordance with the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the “Plan”), and shall be based upon the appropriate agreements of record, decisions of record and previously provided local written agreements between or among the Unions. Such assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice, which pre-job conference will include a representative of the Project Contractor.

Section 2.

(a) The parties agree that all jurisdictional disputes over division of work will be settled in accordance with the procedural rules and regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984, or any successor plan. All Contractors on this project agree to assign work and be bound to the terms and conditions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, and all signatory Unions agree that the assignments of the Contractors shall be followed until the dispute is resolved in accordance with this section.

(b) Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this Agreement.
only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this Agreement. In all disputes under this Article, the Project Contractor shall be considered a party in interest, with a full right of participation.

Section 3. In making any determination hereunder, there shall be no authority to assign work to a double or composite crew, that is, to more employees than the minimum required to perform the work involved; nor to assign the work to employees who are not qualified to perform the work involved. The aforesaid determination shall decide only to whom the disputed work belongs.

Section 4. There will be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall proceed as assigned by the Contractor. The award or resolution shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award or any resolution.

ARTICLE XI
WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing rate determination. If a wage increase negotiated in a local agreement becomes the prevailing wage under state law, the Contractor will pay that rate retroactive to the effective date of the locally negotiated wage increase. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule As, except as otherwise provided in this Agreement.

Section 2. All employees covered by this Agreement may be paid by check and shall be paid no later than the end of the work shift Friday. No more than five (5) day’s wages may be withheld. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff. Notification of layoff shall be at the Contractor’s discretion but shall not be given later than the end of the work shift on the date that the layoff is to be effective. Such notification may be verbal.

Section 3. The Contractor will pay contributions to the established employee benefits funds in the amounts designated in the appropriate prevailing wage determination for fringe benefit contributions and will make all employee-authorized deductions in the
amounts designated; provided, however, that the Contractor and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and be paid by the Contractor on this Project. With respect to other trust fund contributions, such as, but not limited to, contract administration trust funds, contractors who are signatory to Schedule A agreements are not excused from making such contributions by virtue of this Project Labor Agreement. The parties agree to use their best efforts to secure from the trustees of those funds a commitment that they will make an agreed upon contribution to the account to be established by the Social Justice Committee, or its designee, in the name of the Social Justice Committee to help defray the costs associated with its effort to implement the social justice program of this agreement. Contractors who are not signatory to Schedule A agreements may voluntarily make payments to such trust funds or, in lieu thereof, shall pay an equivalent amount monthly to the account established by the Social Justice Committee mentioned above. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XIX, Section 2 of this Agreement. Such contributions shall be made in compliance with the applicable prevailing wage determination and shall be due and payable on the due date contained in the applicable Schedule A.

The Contractor adopts and agrees 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 Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

Section 4. Contractors of whatever tier shall make regular and timely contributions required by Section 3 of this Article in amounts required by this Agreement and on the time schedule set forth in the appropriate Schedule A.
ARTICLE XII
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. Work Day and Work Week. Eight (8) hours per day between the hours of 6:00 A.M. and 5:30 P.M., plus one-half (1/2) hour unpaid for lunch, approximately midway through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week’s work. The work week will start on Monday and conclude on Sunday. A uniform starting time will be established for all crafts on each project or segment of the work. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week. The Union(s) shall be informed of the work starting time set by the Contractor at the pre-job conference, which may be changed thereafter upon three (3) days’ notice to the Union(s) and the workers.

The hours of work per work week day, including start times and end times, shall not apply with respect to work for which special hours of work have been established in contract specifications or otherwise by the Owner because of either (1) special construction requirements necessary to comply with regulations of state agencies having regulatory jurisdiction or permit authority over the Qualifying Work, or (2) mitigation measures specified in the final environmental impact report for the Qualifying Work. Any contractor that performs work covered by a Schedule A that provides for a work week of less than 40 hours may follow the provisions of that Schedule A regarding the work week and may stagger the crew so that it has a sufficient number of workers at the site for 40 hours per week, provided that the use of such work schedule may not interfere with the scheduling of other contractors or the full use of any other craft or crew.

Section 2. Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. Time shall begin and end at the same location, which may be at the actual place of work, the brass shack or project security gate, depending upon the arrangements made for the recordation of time worked at the site. The parties reaffirm their policy of a fair day’s work for a fair day’s wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 3. Overtime. Overtime shall be paid in accordance with the requirements of the applicable General Prevailing Wage Determination. There will be no restriction on the Contractor’s scheduling of overtime or the non-discriminatory designation of employees who will work the available overtime. Steward overtime shall be as
provided in the applicable Schedule A, provided the steward is qualified to perform the work available. There shall be no pyramiding of overtime pay under any circumstances.

Section 4

(a) Shifts. Shift work may be performed at the option of the Contractor(s) upon three (3) days’ prior notice to the Union, unless a shorter notice period is provided in the applicable Schedule A, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period. Any third shift shall consist of six and one-half (6-1/2) hours of continuous work exclusive of one-half (1/2) hour non-paid lunch period for eight (8) hours straight time pay without any premium or differential.

The last shift starting on or before 6:00 P.M. Friday shall be considered Friday work time; while the first shift ending at or after 6:00 A.M. on Monday shall be considered Sunday work time. The shift starting at or after 6:00 A.M. is designated as the first shift, with the second shift following. Pay for the second shift shall be at the employee’s base wage rate for first shift work, plus the second shift differential, if any, established in the applicable Schedule A.

(b) Alternate Work Week. The Contractor may, upon five (5) days notice to the appropriate union(s), establish a work week of four (4) consecutive ten (10) hour work days (exclusive of one-half hour unpaid lunch, approximately midway through the shift). Such work week shall consist of the same four days each week, with a fifth day available as a make-up day if needed and not prohibited by the applicable Schedule A. Pay compensation for such shifts shall be at the applicable rates established for the first and second shift work in this Agreement, with the addition of premium levels, if any, required by the applicable general prevailing wage determination.

(c) Uninterrupted Work. The parties acknowledge that certain construction activities may pose unique work scheduling issues, including a requirement for continuous work 24 hours per day, seven days a week, particularly during the placement of concrete. The parties agree to establish, in good faith, hours of work provisions to assure uninterrupted work on concrete placement in accordance with contract specifications for Qualifying Work.

Section 5

Holidays. Recognized holidays on this Project shall be New Year’s Day, Martin Luther King’s Birthday, Presidents Day, Memorial Day, Independence Day, Labor
Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. Holidays that fall on a Saturday shall be observed on the preceding Friday and holidays that fall on a Sunday will be observed on the following Monday.

Section 6. (a) Reporting Pay. Employees reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive four (4) hours pay at the regular straight time hourly rate. Employees who work beyond four (4) hours, shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project site available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or their designated representative. Each employee shall furnish his Contractor with his current address and telephone number, and shall promptly report any changes in each to the Contractor.

(b) One-day Reporting Pay. When an employee is sent to the job site from the union referral facility in response to a request from the Contractor for an employee for one (1) day and starts work at the designated starting time for his shift, the employee will be paid eight (8) hours.

(c) Make-Up Day. Make-up day provisions contained in a local collective bargaining agreement that serve as a basis for a Schedule A shall be applied to work on this project.

(d) Call Out Pay. Any employee called out to work outside of his shift shall receive a minimum of four hours pay at the appropriate rate, including any applicable premium. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

(e) Pay Under Discharge or Voluntary Departure from Job Site. When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XIV, Section 3, the employee shall be paid only for the actual time worked.

(f) Premium Rate Calculated. In all cases, if the employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

Section 7. Time Keeping. The Contractor may utilize brassing systems to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.
Section 8. Meal Period. The Contractor will schedule a meal period not more than one-half (1/2) hour duration at the work location at approximately at the mid-point of the scheduled work shift (five hours), consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated in a manner established in the applicable Schedule A.

ARTICLE XIII
APPRENTICES

Section 1. The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. The Port and the unions agree to provide financial and other assistance to enhance and sustain such programs through appropriate sources. The Contractor(s) will employ apprentices in the respective crafts, which are performing work on the project, and within the jurisdiction of the craft in which those apprentices are working.

Section 2

(a). Subject to any restrictions contained in law, the Parties agree to a goal that apprentices will perform up to twenty-five percent (25%) of the total craft work hours unless an applicable Schedule A provides for a greater percentage. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested and they shall be properly supervised and paid in accordance with provisions contained within the Schedule A.

(b). The parties agree to a goal that only residents of the Port’s Local Impact Area (LIA), defined as Alameda, Emeryville, Oakland and San Leandro shall be utilized as apprentices but, that if sufficient and qualified apprentices from the LIA are not available to achieve this goal, then residents of the Port’s Local Business Area (LBA), defined as Alameda County and Contra Costa County may be utilized. The Contractor shall make good faith efforts to reach this goal through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprentice programs.

(c) For the purposes of meeting the goal established in (b) above, a Contractor may qualify for up to one-half (1/2) of the requirement by employing LIA-based apprentices on other work the Contractor is performing during the time it is working on Qualifying Work under this Agreement.
(d) Sanctions may be imposed for failure to meet the goals or demonstrate "good faith" efforts to do so. In cases of alleged noncompliance, the issue may be referred to the Social Justice Subcommittee of the Labor/Management Cooperation Joint Administrative Committee for resolution. If a majority of the Subcommittee can make no resolution, the issue may then be referred by any affected party to Step 3 of the grievance procedure of Article IX for submission to an arbitrator for a final and binding determination. For purposes of resolution of any dispute arising under this Section, the Port shall be considered a party-in-interest with full right of participation in the arbitration proceeding.

ARTICLE XIV
SAFETY
PROTECTION OF PERSON AND PROPERTY
JOINT LABOR/MANAGEMENT SAFETY COMMITTEE

Section 1. Safety. (a) Safe working conditions. It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Owner, DSI/PCI or the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Owner.

(b) Rules. Employees shall be bound by the safety, security and visitor rules and environmental compliance requirements established by the Contractor, DSI/PCI or the Owner. These rules will be published and posted in conspicuous places throughout the work site. An employee’s failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

(c) Prohibited Items. The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Owner’s premises or at any time before or during the work day is prohibited. Accordingly, the parties agree to adopt appropriate procedures and safeguards for the testing of employees for prohibited or controlled. It is agreed, with respect to such testing procedures, that: (i) no person referred from the Union hiring hall shall be allowed on-site as an employee until such person has completed and passed any test(s) required under the program; (ii) a person who is put to work immediately after having passed the test(s) shall be paid starting at the time he reported for the test(s); and (iii) where a contractor requests a person to report for purposes of a pre-hire substance abuse test, and does not intend to place him in an active work position on that day, the person
shall receive four (4) hours of pay at the regular straight-time hourly rate if the test is negative.

(d) Smoking. The parties acknowledge that the environmental and safety restrictions governing conduct at the Project site may prohibit smoking at any time in any location or facility. Violation of this restriction by any person will constitute grounds for removal from the site and may result in termination.

Section 2. Inspections. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Owner, DSI/PCI and/or the Contractor.

Section 3. Suspension of Work for Safety. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and be available for work, the employees will be compensated for the standby time at their basic hourly rate of pay.

Section 4. Water and Sanitary Facilities. The Contractor is responsible to provide adequate supplies of drinking water and sanitary facilities for all employees. Proper notification of this requirement shall be provided to the Contractor at the pre-bid and pre-job conference mark-up to insure compliance with this Section.

Section 5. Joint Labor/Management Safety Committee. The parties to this Agreement will form a Joint Labor/Management Safety Committee consisting of Contractor and Union representatives, which shall be jointly chaired by the site representative of DSI/PCI (or designee) and an official of the signatory Building and Construction Trades Council of Alameda County (or designee) appointed by the Union. The Committee shall meet at least monthly, or more often at the call of the Joint Chairs, to receive reports on safety programs instituted by the Port, DSI/PCI and the individual contractors on the Project site and to discuss and advise such parties to the Agreement with regard to recommended safety programs and procedures to maintain the highest level of occupational safety on the Project site. The Joint Chairs shall rotate the position of Meeting Chair on a monthly basis.

Section 6. Workers’ Compensation. All employees working under this Agreement shall be covered as required by the provisions of the California Labor Code affecting workers’ compensation benefits (hereinafter “the Code”).
ARTICLE XV
NON-DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation in any manner prohibited by law or regulation. The Union shall cooperate with the Contractors’ obligations to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 2. It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the general benefit of the residents of the Local Impact Area.

Section 3. It is recognized that the Port has certain policies and commitments for the utilization of emerging business enterprises. The parties shall jointly endeavor to assure that these commitments are fully met, consistent with commitments and all applicable federal and state laws and regulations relating to public contracting and employment and utilization of minorities and minority- and/or women-owned businesses. Copies of such policies and commitments shall be furnished to the Union.
ARTICLE XVI
TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowance and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement except as expressly provided and to the extent provided for in any applicable prevailing wage determination.

For employees working on the 1999 Facilities Project, parking shall be provided free of charge, at or reasonably near the work site.

ARTICLE XVII
WORKING CONDITIONS

Section 1. There will be no organized breaks or other non-working time established during working hours. Individual nonalcoholic beverage containers will be permitted at the employee’s work location.

Section 2. The Owner and/or DSI/PCI shall establish such reasonable Project rules as the Owner or DSI/PCI deems appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

Section 3. There shall be no restrictions on the emergency use of any tools by any qualified employee; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or the equipment involved.

Section 4. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE XVIII
SAVINGS AND SEPARABILITY

Section 1. It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the
Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by 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 any applicable law and the intent of the parties hereto.

Section 2. Should a court of competent jurisdiction issue any order which results, temporarily or permanently, in the delay of the bidding, awarding, and/or construction work on the Project, the Owner may withdraw, at its absolute discretion, the inclusion of this Agreement as part of any bid specification affected by such court order for contract packages to be advertised. In the event of such court order, the Parties agree to enter into negotiations in an effort to conform the Agreement to the terms of the court order and otherwise to keep the Agreement in full force and effect on the Project, to the maximum extent legally possible for work in progress and for inclusion in bid specifications for future work.

Section 3. The occurrence of events covered by Sections 1 and/or 2 above shall not be construed to waive the prohibitions of Article VIII.

ARTICLE XIX
DURATION OF THE AGREEMENT

This Project Labor Agreement shall be effective on the date approved by the Port, and shall continue in effect for the duration of the 1999 Facilities Project Construction work described in Article II hereof.

Section 1. Duration-Turnover. (a) Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner by the Contractor and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the Construction Manager and accepted by the Owner or third parties with the approval of the Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Construction Manager or Owner to engage in repairs or modifications required by its contract(s) with the Owner or the Construction Manager.

(b) Notice. Notice of each final acceptance received by the Contractor will be provided to the union with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to
the satisfaction of the Owner and Notice of Acceptance is given by the Owner to the Contractor.

(c) **Termination.** Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a notice from DSI/PCI or the Owner saying that no work remains within the scope of the Agreement for DSI/PCI or its successor.

**Section 2. Changes to Schedule As: Incorporation.** (a) Schedule As incorporated as part of this Project Agreement shall continue in full force and effect until the contractor and/or union parties to the Collective Bargaining Agreements which are the basis for such Schedule As notify DSI/PCI of mutually agreed upon changes in such Agreements and their effective date(s).

(b) **Limits to Incorporation.** The parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor for work covered by this Agreement than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement.

(c) **Retroactivity.** As part of this understanding, the Contractor agrees and consents to pay the increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the unions during the work performed on the Project retroactively to the expiration date of the applicable Schedule A, provided, however, if the provisions of any such new collective bargaining agreement provide that said increases shall not become effective until a later date after the date following the expiration date, then that later date shall prevail, and provided, further, that such increased contribution does not exceed the corresponding fringe benefit component of the applicable prevailing wage rate then existing or as thereafter amended. In the event that the increased contribution exceeds the then-current prevailing wage fringe benefit component and the prevailing wage is subsequently adjusted upward, the fringe benefit contribution shall also be adjusted upward by an equal level to the applicable level of the Schedule A or the maximum prevailing wage determination level, whichever is less, and shall be paid retroactive to the effective date of the locally negotiated increase.
(d) **Resolution of Disputes Concerning Incorporation.** Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in the negotiation of the local Collective Bargaining Agreement which serves as the basis for the Schedule A shall be referred to Howard S. Block, Esq., for resolution under the procedures established in Article IX.

**Section 3**

**No Strike/Lockout During Negotiations.** The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any other disruptive activity affecting the Project by any Union involved in the negotiation of such local Collective Bargaining Agreements and the resulting Schedule As, nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

For the Project Contractor:

[Signature]

Jake Sloan, President
Davillier-Sloan, Inc.

Michael W. D’Antuono, President
Parsons Constructors, Inc.

For the Unions:

[Signature]

Robert A. Georgine, President
Building and Construction Trades Department, AFL-CIO

[Signature]

Tom DeLuca, President
Building and Construction Trades Council of Alameda County

Barry Luboviski, Secretary-Treasurer
Building and Construction Trades Council of Alameda County
Its Affiliated International Unions

International Association of Heat and Frost Insulators and Asbestos Workers

By: ____________________________
    William G. Bernard

International Union of Bricklayers and Allied Craftworkers

By: ____________________________
    John T. Joyce

International Brotherhood of Electrical Workers

By: ____________________________
    J.J. Barry

International Association of Bridge, Structural and Ornamental Iron Workers

By: ____________________________
    Jake West

International Union of Operating Engineers

By: ____________________________
    Frank Hanley

United Union of Roofers, Waterproofers and Allied Workers

By: ____________________________
    Earl J. Kruse
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

By: ____________________________
    Charles W. Jones

United Brotherhood of Carpenters and Joiners of America

By: ____________________________
    Douglas J. McCarron

Operative Plasterers' and Cement Masons' International Association of the United States of America

By: ____________________________
    John J. Dougherty

International Brotherhood of Teamsters

By: ____________________________
    James P. Hoffa

International Brotherhood of Painters and Allied Trades

By: ____________________________
    M. Monroe

Sheet Metal Workers' International Association

By: ____________________________
    Michael J. Sullivan
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

By: ____________________________________________
    Martin J. Maddaloni

Laborers' International Union of North America

By: ____________________________________________
    Arthur Coia

International Union of Elevator Constructors

By: ____________________________________________
    Edward C. Sullivan
And Their Affiliated Local Unions:

International Association of Heat and Frost Insulators and Asbestos Workers, Local No. 16

By: __________________________

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local No. 549

By: __________________________

International Union of Bricklayers and Allied Craftworkers, Local No. 3, Northern California

By: __________________________

Northern California Carpenters’ Regional Council

By: __________________________

Carpenters 46 Northern California Counties Conference Board

By: __________________________

District Council of Plasterers and Cement Masons of Northern California

By: __________________________
Plasterers' and Shophands' Local Union No. 66

By: ____________________

Plasterers' and Cement Masons' Local Union No. 300

By: ____________________

International Brotherhood of Electrical Workers, Local No. 595

By: ____________________

District Council of Iron Workers of the State of California and Vicinity

By: ____________________

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers, Local No. 378

By: ____________________

Northern California District Council of Laborers'

By: ____________________

Construction and General Laborers' Union Local No. 304

By: ____________________
Laborers' International Union of North America Local Union No. 67
By: __________________

Hod Carriers Local Union No. 166
By: __________________

International Union of Operating Engineers, Local Union No. 3
By: __________________

District Council No. 16, International Brotherhood of Painters and Allied Trades
By: __________________

Plumbers, Pipefitters and Sprinklerfitters Union No. 342 of the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada
By: __________________

Sprinklerfitters and Apprentices, U.A. Local 483
By: __________________

Sheet Metal Workers' International Association, Local Union No. 104
By: __________________
United Union of Roofers, Waterproofers & Allied Workers, Local No. 81

By: __________________________

Teamsters Local 853

By: __________________________

International Union of Elevator Constructors Local Union No. 8

By: __________________________

Sign Display and Allied Crafts, Local 510

By: __________________________
Agreed to Letter of Assent

[Date]

[Addressee]
[Address]


Dear Ms./Mr. __________________:

The undersigned party confirms that it agrees to be a party to and bound by the Project Labor Agreement (the “Labor Agreement”) as entered into and by and between Davillier-Sloan, Inc./Parsons Constructors Inc. (“DSI/PCI”) on behalf of the Port of Oakland, its successors or assigns, and the Building and Construction Trades Department, AFL-CIO, the Building and Construction Trades Council of Alameda County, AFL-CIO, and their affiliated unions, executed August 2, 1999, as such Labor Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligations to be a party to and bound by this Labor Agreement shall extend to all work covered by said Labor Agreement undertaken by the undersigned party on the Vision 2000 (1999 Facilities) Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Labor Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: ________________________________

California State License Number: ________________________________

Name and Signature of Authorized Person: ________________________

(Printed Name) 

(Title) 

(Signature)

(Telephone Number)
Letter of Understanding re: Union Initiation Fees

August 2, 1999

Mr. Jake Sloan, President
Davillier-Sloan, Inc.
1630 12th Street
Oakland, CA 94607


Dear Mr. Sloan:

In our negotiations of the captioned Project Labor Agreement, the participating unions objected to any provision that would exempt employees from payment of legal uniformly required fees and dues imposed upon members. This will, therefore, confirm the understanding we reached in negotiations that local unions and intermediate bodies will afford new member applicants the most liberal time payment and organizing entry fees otherwise available for new member applicants with respect to such local union or intermediate body.

Sincerely,

Barry Luboviski, Secretary-Treasurer,
Alameda County Building and Construction Trades Council
on behalf of the signatory Unions and Councils to the Project Labor Agreement

Acknowledged and agreed to this ___ day of August 1999:

Jake Sloan, President, Davillier-Sloan, Inc.
on behalf of the Project Contractor
Letter of Understanding re: Superintendents’ Contributions

August 2, 1999

Mr. Barry Luboviski, Secretary-Treasurer
Alameda County Building and Construction Trades Council
8400 Enterprise Way, Room 101
Oakland, CA 94621

Benefit Plan Contributions for Superintendents

Dear Mr. Luboviski:

In our negotiations for the captioned project labor agreement a questions was raised concerning the exclusion from the scope of the Agreement’s coverage of “superintendents” contained in Article II, Section 2(a) of the Agreement. Specifically, your negotiating committee informed us that some of the local union collective bargaining agreements and applicable multiemployer plan documents provide for payment of contributions to such benefit plans for plan participants even when they are working as superintendents for the employer. We agreed that the exclusion from coverage of this classification would not preclude or supersede the provision of any current local collective bargaining agreement allowing for such contributions to be made on behalf of any plan participants who work as superintendents on this project, as and to the extent permitted under such plans.

It is, however, further understood that this agreement does not affect the exclusion of the superintendent classification from the coverage of the Agreement, nor does it require contributions on behalf of any superintendents who are not at the time of their work on the project current participants in the relevant plans.

I trust that this clarification is consistent with our discussion. If you agree that this letter accurately states the terms of our understanding, please indicate your agreement and acceptance on behalf of the Unions in the space provided below.

Sincerely,

Jake Sloan, President, Davillier-Sloan, Inc.
on behalf of the Project Contractor


Barry Luboviski, Secretary-Treasurer
Alameda County Building and Construction Trades Council
Letter of Understanding re: Inspectors

August 2, 1999

Mr. Don Doser, Business Manager
International Union of Operating Engineers, Local 3
1620 S. Loop Road
Alameda, CA 94502


Dear Mr. Doser:

This letter will confirm the understanding we reached in negotiations concerning the treatment of workers classified as "Inspectors" under the terms of the captioned project labor agreement. Specifically, Article II, Section 2(a) states that among the categories of employees who are excluded from the scope of the Agreement is "inspectors." You have informed us that the Operating Engineers' local collective bargaining agreement includes inspectors among the classifications of contractor employees the union has historically represented. Accordingly, we are agreed that the referenced exclusion applies to the inspectors that may be independently employed by the Port, its professional inspection firms, the engineering design companies and the construction manager of the project, but shall not apply to inspectors of execution contractors in the classifications the Union has traditionally represented.

I trust that this clarification is consistent with our discussion. If you agree that this letter accurately states the terms of our understanding, please indicate your agreement and acceptance on behalf of the Union in the space provided below.

Sincerely,

Jake Sloan, President, Davillier-Sloan, Inc.
on behalf of the Project Contractor

AGREED AND ACCEPTED
on behalf of Operating Engineers Local 3
this ___ day of August, 1999

Myron Pederson, Business Manager
August 2, 1999

Mr. Larry Whiteman, Business Manager
Sheet Metal Workers' International Association
Local Union No. 104
1939 Market Street
San Francisco, CA 94103

Project Labor Agreement: Article VI, Management's Rights: Prefabrication

Dear Mr. Whiteman:

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Article VI, Section 2, of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of prefabricated duct and components which are customarily the work of the Sheet Metal Workers will continue to be recognized as such.

As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of SMWIA, members is to be done off-site, this work will be performed in the San Francisco Bay Area and in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the Sheet Metal Workers International Association, unless such work is performed otherwise pursuant to the provisions of this letter.

The Sheet Metal Workers union recognizes that the timely completion of this project is vital to the Port and the Community it is intended to serve. Therefore, if the nature of the work or the project schedule make it necessary to obtain fabrication outside the region, the Sheet Metal Workers International Association agrees to make reasonable efforts to address timely requirements accommodating the reasonable needs of the Project. The Project Contractor and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The Sheet Metal Workers International Association and Local 104 will not unreasonably withhold consent to such accommodations and Local 104 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article VI, Section 2, of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Signed on behalf of the Project Contractor:

______________________________
Jake Sloan, President, Davillier-Sloan, Inc.

Agreed and accepted this ___ day of __________, 1999
on behalf of Sheet Metal Workers International Association
Local Union No. 104

Larry Whiteman
August 2, 1999

Mr. Larry Blevins, Business Manager
United Association, Local 342
935 Detroit Avenue
Concord, CA

Article VI, Management's Rights: Prefabrication

Dear Mr. Blevins:

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Article VI, Section 2, of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are customarily the work of UA members will continue to be recognized as such.

As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of U.A. members is to be done off-site, this work will be performed in the Port's Local Business Area and in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the United Association, unless such work is performed otherwise pursuant to the provisions of this letter.

The United Association recognizes that the timely completion of this project is vital to the Port and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or contracting circumstances make it necessary to obtain fabrication outside the region or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The Project Contractor and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The United Association will not unreasonably withhold its consent to such accommodations and Local 342 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article VI, Section 2, of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,

Jake Sloan, President, Davillier-Sloan, Inc.
on behalf of the Project Contractor

Agreed and Accepted this ____ day of ___________

United Association Local 342

By: __________________________

Larry Blevins, Business Manager
Letter of Understanding re: Small Business Utilization Program

August 2, 1999

Mr. Barry Luboviski, Secretary-Treasurer
Building and Construction Trades Council of Alameda County
8400 Enterprise Way, Room 101
Oakland, CA 94621

RE: Port of Oakland Small Business Utilization Program

Dear Mr. Luboviski:

In our negotiations for the Vision 2000 (1999 Facilities) Project Labor Agreement, we discussed the Port’s desire to continue to utilize its Non-Discrimination and Small/Local Business Utilization Program (hereafter Program) to assist qualifying small historically disadvantaged businesses to become capable of bidding and completing construction work. The Port’s current goal for such participation is established at 39%. The parties understand that the Unions believe that such a program can operate completely within the framework of the Agreement, and that they have pledged to cooperate with the Port for the purpose of growing such local business capacity and overcoming the disadvantages that have resulted from the operation of various economic, social and cultural forces. For the purposes of completing prompt negotiations on this interim agreement, the parties reach the following understanding, acknowledging that it neither forecloses nor prejudices negotiations on this issue for the PLA(s) that will cover the balance of the maritime and aviation projects.

The parties agreed that for the purposes of this agreement, the term “advertised” in Article II, Section 1(a) does not include bid packages managed under the Program for work otherwise covered by the scope of this Agreement that have an estimated value before bidding at or below $300,000 where in the sole discretion of the Owner such exclusion will further the goal of increasing the participation of small and historically disadvantaged Oakland-based construction businesses. The aggregate value of all bid packages chosen by the Owner for exclusion from the coverage of this Agreement will not exceed one million dollars ($1,000,000) over the duration of this Project Labor Agreement. All other contracts awarded under the Program will be covered by the terms of the Project Labor Agreement.

It was further agreed that where a contractor qualifying for this Small Business exclusion has received aggregate awards of $150,000 or a single award that exceeds $150,000 under the Program excluded from coverage of this Project Labor Agreement, that such contractor will thereafter be required to agree to comply with the PLA for all future contract awards within the Scope of this Agreement whether or not the bid package is reserved for bidding under the Program.

It is further agreed that the Port, in managing this Program, will work with the signatory parties to this agreement to ensure that the operation of this understanding does not have significant disproportionate impact on any particular craft or upon small disadvantaged contractors signatory
to Schedule As, and pledge that in any event no more than 20% of the value of contracts awarded effecting any particular craft shall be issued under this understanding.

There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule As) or disputes directed at contractors exempt from coverage pursuant to the terms of this letter. This agreement in no way limits the rights of signatory Unions to seek to organize and utilize legal and administrative remedies not precluded by this letter, according to applicable federal and state law, to secure adherence to any such successful effort.

I trust that the foregoing accurately describes the understanding we reached on this Small Business Utilization Program treatment of successful bidders under the terms of this Project Labor Agreement.

Very truly yours,

Jake Sloan, President, Davillier-Sloan, Inc.
on behalf of the Project Contractor

Acknowledged and agreed to on behalf of the signatory Union parties this ____ day of ________ 1999:

Barry Luboviski, Secretary-Treasurer, Alameda County Building and Construction Trades Council