

**PROJECT LABOR AGREEMENT
FOR THE COUNTY OF SAN MATEO**

INTRODUCTION/FINDINGS

This Agreement is entered into this ____ day of _____, 20____, by and between the County of San Mateo (hereinafter the “County”), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **“Agreement to be Bound” (Addendum A)** (referred to collectively herein as “Contractor(s)/Employer(s)”), and the San Mateo County Building and Construction Trades Council (hereinafter the “Council”) and the Unions who shall become signatory to this Agreement (referred to collectively herein as “Union” or “Unions”).

WHEREAS, the County, in Resolution No. _____, adopted a policy, effective July 1, 2026, requiring the use of Project Labor Agreements for covered County public works projects having an estimated project value in excess of the following threshold amounts:

\$3 million beginning July 1, 2026;
\$2.5 million beginning July 1, 2027;
\$2 million beginning July 1, 2028; and
\$1 million beginning July 1, 2029, as adjusted annually for inflation on each July 1st thereafter during the term of this Agreement based on the California Construction Cost Index; and

WHEREAS, this Agreement promotes the efficiency of construction operations for the County through use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of Projects; and

WHEREAS, the timely and successful completion of the Projects is of the utmost importance to meet the needs of the County and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills are often required in the performance of the construction work and will be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of public works projects as well as the quality of completed work; and

WHEREAS, it is recognized that on projects of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may often be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the County, its residents, the Unions, and the Contractors/Employers would be best served if Project construction proceeds in an orderly

manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns, or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours, and working conditions for the workers employed on Projects and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous, and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the County places high priority upon the development of comprehensive programs for the recruitment, training, and employment of local area residents, and recognizes the importance of local pre-apprenticeship and apprenticeship programs being able to provide meaningful and sustainable career pathways to careers in the building and construction industry; and

WHEREAS, one of the primary purposes of this Agreement is to promote labor harmony and avoid labor disputes where employees of different employers work side by side on the Projects; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Projects, insofar as a legally binding agreement exists between the Contractors/Employers and the affected Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract(s) for construction work on the Projects will be awarded in accordance with applicable local, state, and federal laws; and

WHEREAS, the County has the right to select the lowest responsive and responsible bidder for the award of Construction Contracts; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Projects.

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

ARTICLE I **DEFINITIONS**

1.1 “Agreement” means this Project Labor Agreement.

1.2 “Agreement to be Bound” means the agreement (attached hereto and incorporated herein as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 “California Construction Cost Index” means the cost index published monthly by the California Department of General Services, Real Estate Service Division or any successor index to the California Construction Index published by the State of California.

1.4 “Completion” means that point at which there is Final Acceptance by the County of a Construction Contract and the County has filed a Notice of Completion. For the purposes of this definition, “Final Acceptance” means that point in time at which the County has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the County has executed a written acceptance of the work.

1.5 “Construction Contract” means the public works or improvement contract(s) (including design-bid, design-build, construction manager at risk, or other contracts under which construction of a Project is done) awarded by the County that are necessary to complete a Project.

1.6 “Contractor(s)/Employer(s)” or “Contractor(s)” or “Employer(s)” means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and entered into a contract with the County with respect to the construction of any part of a Project, under contract terms and conditions that are approved by the County and that incorporate this Agreement, and all contractors and subcontractors of any tier.

1.7 “Council” means the San Mateo County Building and Construction Trades Council.

1.8 “County” means the County of San Mateo, its Board of Supervisors, officers, agents and public employees, including managerial personnel, and local agencies for which the County’s Board of Supervisors acts as the governing body.

1.9 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.10 “Project” means any County project where either the engineer’s estimate of the total project or the actual cumulative bid amount(s) submitted by the contractor(s) awarded Construction Contract(s) for the Project exceeds three million dollars (\$3,000,000) for Projects awarded on or after July 1, 2026; two million five hundred thousand dollars (\$2,500,000) for Projects awarded on or after July 1, 2027; two million dollars (\$2,000,000) for Projects awarded on or after July 1, 2028; and one million dollars (\$1,000,000) for Projects awarded on or after July 1, 2029, as adjusted annually for inflation on each July 1st thereafter during the term of this Agreement based on the California Construction Cost Index. All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. In addition, the County’s Board of Supervisors may direct or authorize the County to apply this Agreement, as it may be modified from time to time by mutual consent of the County and the Council, to additional projects. The term Project applies to all projects as defined in this section, whether used in the singular or plural herein.

1.10.1 Job Order Contracts: For the purposes of this Agreement, “Project” also includes all County projects performed under job order contracts entered into by the County, and all subcontracts flowing from them.

1.11 “Project Manager” means the person(s) or entity(ies) designated by the County to oversee all phases of construction on the Project and the implementation of this Agreement, and that works under the guidance of the County’s authorized representative.

1.12 “Union” or “Unions” means the San Mateo County Building and Construction Trades Council, and the labor organizations that are identified on the attached Union Signatures page and become signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on a Project (including subcontractors at any tier), and their successors and assigns, the County, the Council, and the Unions signatory to this Agreement.

2.2 Applicability: This Agreement governs all Construction Contracts awarded for a Project. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, except when the County directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 Covered Work: This Agreement covers all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works, and related activities for the Project, that is within the craft jurisdiction of one of the Unions and which is part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion pursuant to a Construction Contract, unless performed by County employees.

2.3.2 This Agreement covers all on-site fabrication work over which the County, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project).

Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is traditionally performed by any of the Unions that is part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the County within ten (10) days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XIII and XIV of this Agreement shall apply to such work.

2.4 Exclusions: Notwithstanding any other provision of this Agreement, the following shall be excluded from the scope of this Agreement:

2.4.1 This Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of general foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative, management, office, and clerical personnel.

2.4.2 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors, or by public or private utilities. Work performed by public or private utilities, including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the minimum point of entry into the building shall be excluded. All electrical utility, voice data video, and security installation work performed after the electrical utility service entrance or the minimum point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and minimum point of entry that is inside the property line that provides for access to the building via a conduit or series of conduits shall be Covered Work. This Section 2.4.3 may also be subject to other exclusions set forth herein.

2.4.3 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.4 This Agreement shall not apply to any work performed by the County's own forces as permitted by the Public Contract Code.

2.4.5 This Agreement shall not apply to any work performed by employees of a manufacturer or vendor necessary to maintain the manufacturer's warranty or guaranty, to install any proprietary or specialty system (including but not limited to specialty security systems), or to ensure full warranty support and/or interoperability of proprietary systems within the County and/or region; provided, in any case, that the Unions' members do not possess the skill, knowledge or experience to perform such work or that such work is not traditionally performed by any of the Unions signatory to this Agreement. If there is a dispute concerning the applicability of this section, the dispute shall be submitted to expedited arbitration for resolution.

2.4.6 This Agreement shall not apply to maintenance and repair work not part of the Project, including on-going maintenance, janitorial, and security services.

2.4.7 This Agreement shall not apply to non-construction support services contracted by Contractor/Employer or the County in connection with the Project.

2.4.8 Work by employees of the County, design teams (including but not limited to architects, engineers, and master planners) or any other consultants for the County (including, but not limited to, project managers not performing or subcontracting Covered Work) and their sub-consultants and other employees of professional service organizations, not performing or subcontracting Covered Work.

2.4.9 Construction Contracts for emergency work performed without formal notice of a competitive solicitation for bids, as expressly permitted by Public Contract Code section 22050, provided the requirements therein are satisfied, unless the emergency work is for a Project or the County orders the emergency work to be subject to a competitive solicitation for bids. Notwithstanding this provision, the County and the Council may agree that this Agreement shall apply to emergency work on a case-by-case basis.

2.4.10 This Agreement shall not apply to any Project in which a federal, state, or other public entity with jurisdiction over, or with authority to approve, all or some portion of the Project or funding for the Project prohibits the use of this Agreement on the Project or determines the Agreement is preempted by applicable local, state, or federal law or regulation(s). In such situations, the County will make a reasonable effort to gain the public entity's approval to apply the Agreement to the Project. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the public entity, then, upon mutual agreement by the Council, the County shall modify the requirements of this Agreement accordingly, to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.4.11 This Agreement shall not apply to any Project funded in whole or in part by a federal, state, or local grant to the extent that a condition of such grant prohibits or conflicts with the terms of this Agreement. In such situations, the County will make a reasonable effort to gain the granting authority's approval to apply the Agreement to the Project. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the federal, state, or local grant, then, upon mutual agreement by the Council, the County shall modify the

requirements of this Agreement accordingly, to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.5 Award of Contracts: It is understood and agreed that the County has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. Such selection shall be made without regard to and is not dependent upon the existence or nonexistence of an agreement between such bidder and any party to this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from Contractors or subcontractors for work on the Project that are issued on or after the effective date of this Agreement. A copy of all invitations to bid shall be provided at the time of issuance to the Council.

ARTICLE III **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Unions and the County agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for a Project, whether as a Contractor or subcontractor thereunder, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing by executing the **Agreement to be Bound** to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the **Agreement to be Bound** then such subcontractor shall not be awarded a construction subcontract to perform work on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Schedule A. Any dispute between the Union(s) and the Contractor(s)/Employer(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

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

3.6 The provisions of this Agreement, including the Schedule A's incorporated herein by reference, 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. To the extent a provision of this Agreement is inconsistent with a Schedule A, the provisions of this Agreement shall prevail. Where a provision of a Schedule A is not inconsistent with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, County, and Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the County because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other County projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the County and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer's or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer that has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. The County may elect to issue a joint check(s) to satisfy the delinquency, or require the Contractor with whom it is in contract to issue a joint check(s) to satisfy the delinquency. If the delinquency constitutes wages, the joint check(s) must be payable to the delinquent Contractor/Employer and the employee(s). If the delinquency constitutes

benefits, the joint check(s) must be payable to the delinquent Contractor/Employer and the appropriate benefit trust fund(s). Upon receipt of a joint check, the delinquent Contractor/Employer must immediately endorse and transmit the joint check to the payee employee(s) and/or trust fund(s). Furthermore, the County reserves the right to withdraw the contract and/or subcontract from the Contractor/Employer who is in default and put such contract and/or subcontract or remainder thereof out for re-bid, or require the Contractor with whom it is in contract to do so.

4.1.5 Notification: If the County contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article and shall, to the fullest extent possible, prohibit workers on the Project from violating this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

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

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the County and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the County will contact the permanent arbitrator named above, or his alternate, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time 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 to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or 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 a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The

arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5 Such award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under 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 delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the County and the Council shall mutually agree to a replacement.

ARTICLE V

PRE-CONSTRUCTION CONFERENCE

5.1 Timing: The Project Manager shall convene and conduct, at a time and location mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on any subsequently awarded Construction Contract.

5.2 The pre-construction conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and County may attend at their discretion.

5.3 At least twenty-one (21) calendar days prior to the commencement of any Project work, all Contractors/Employers must submit the applicable Pre-Construction Conference Form, attached hereto as **Addendum B**, to the Council via e-mail.

5.4 The pre-construction conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.5 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the County, the Unions and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Council, or designated representatives thereof, shall meet on a periodic basis during the term of construction for each Project covered by this Agreement. The County and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI **NO DISCRIMINATION**

6.1 The Contractors/Employers and the Unions agree to comply with all nondiscrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII **UNION SECURITY**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to those Contractors/Employers otherwise signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE VIII **REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s) (unless such craft construction employees are covered by existing Master Agreements).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain workers from any source. A Contractor/Employer who hires any worker(s) to perform Covered Work on a Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

ARTICLE IX

WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the Master Agreement(s) of the appropriate local Union(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if made by the Contractors/Employers. The Contractors/Employers agree to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be in compliance with the applicable Master Agreement.

ARTICLE X **APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractors/Employers shall, to the extent legally required and consistent with the applicable program, employ apprentices from a California state-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.

10.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft, provided they are properly supervised.

10.4 Pre-Apprenticeship: Recognizing that the Bay Area Apprenticeship Coordinators Association, the San Mateo Workforce Investment Board, the San Mateo County Union Community Alliance, and the California Division of Apprenticeship Standards have established a countywide Pre-Apprenticeship Program – the Trades Introduction Program (TIP San Mateo) – to prepare students to become apprentices to work in construction-related trades, and acknowledging that JobTrain also creates opportunities for people to acquire relevant skills through high-value training and effective personal development programs, the parties agree to provide opportunities for employment on the Project for students who have completed the TIP or JobTrain program by being admitted to trade apprenticeship programs. As such, each individual Project shall endeavor to employ a minimum of two (2) TIP and two (2) Job Train graduates who meet the local Union relevant requirements for admittance into a California Certified Joint Labor Management Apprenticeship Training Program.

ARTICLE XI **HELMETS TO HARDHATS**

11.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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

ARTICLE XII **COMPLIANCE**

12.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors/Employers on the Project. The County shall monitor and enforce compliance with the prevailing wage requirements of the state and the Contractors/Employers' compliance with this Agreement.

ARTICLE XIII **GRIEVANCE ARBITRATION PROCEDURE**

13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts) and Article XIV (Work Assignments and Jurisdictional Disputes), shall be subject to resolution by the grievance arbitration procedures set forth below.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, within five (5) business days of the Step 2 meeting, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, the representatives shall notify the permanent arbitrator, or if he is not available, his alternate, for final and binding arbitration. The parties agree that if the permanent arbitrator set forth in Article IV or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second:

1. William Riker
2. Morris Davis
3. John Kagel.

13.5 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

13.6 The time limits specified at any step of the Grievance Procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the County and the Council shall mutually agree to a replacement.

ARTICLE XIV

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and

conclusive on the Employers and Unions parties to this Agreement.

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

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The County and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XV **MANAGEMENT RIGHTS**

15.1 Consistent with the Schedule A agreements, the Contractors/Employers shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI **DRUG AND ALCOHOL TESTING**

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies contained in the applicable Schedule A.

ARTICLE XVII **SAVINGS CLAUSE**

17.1 It is not the intent of the parties to this Agreement to violate any law. The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The parties agree that in the event a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the County from complying with all or part of its provisions and the County accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XVIII **TERM**

18.1 This Agreement shall be included in the bid documents, requests for proposals, or other equivalent Project solicitations by the County or any Contractor(s)/Employer(s) issued after the effective date of this Agreement, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

18.2 The Agreement shall apply until Completion of each Project in accordance with Sections 1.4 and 2.2

18.3 This Agreement shall become effective on the day it is executed by the County and by the Council. Prior to the five (5) year anniversary of the effective date of this Agreement, the County and the Council shall meet to discuss whether to extend the Agreement and propose changes, if any, to the Agreement.

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

COUNTY OF SAN MATEO

By: _____

Date: _____

SAN MATEO COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL

By: _____
Bart M. Pantoja, Business Manager/ Secretary-
Treasurer

Date: _____

[SIGNATURE BLOCKS FOR UNIONS]

Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: Project Labor Agreement for the County of San Mateo -- Agreement to be Bound

Dear Mr./Ms. _____:

The undersigned confirms that it agrees to be a party to and bound by the Project Labor Agreement for the County of San Mateo as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this **Agreement to be Bound**, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, 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. The undersigned agrees to execute a separate Subscription Agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by this Agreement shall extend to all work covered by this Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement to be Bound.

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

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

Addendum B
PRE-CONSTRUCTION CONFERENCE FORMS

[See attached]