

CITY OF ALAMEDA RESOLUTION NO. _____

WHEREAS, it furthers the interests of the City of Alameda (“City”) to ensure that construction projects in the City are built safely, efficiently and timely; and

WHEREAS, the City has a proprietary interest to promote efficient construction of projects, invest City funds prudently in the construction of local projects and facilitate the timely and successful completion of local projects; and

WHEREAS, it is in the interest of the City and the public it serves for construction projects to proceed without labor disruptions that can cause delay, and to create an effective mechanism to minimize such disruptions in order to minimize project costs and timely complete projects; and

WHEREAS, the proprietary interests of the City will be advanced by avoiding labor disputes, misunderstandings or grievances on construction projects in the City through access to and use of dispute resolution procedures agreed upon in project stabilization agreements (each a “PSA”) thus promoting cost efficient and timely project construction and completion; and

WHEREAS, the City objectives on construction projects will be advanced, and the proprietary interests of the City will be protected, by providing a consistent source of skilled construction workers and avoiding labor conflicts; and

WHEREAS, it is in the interest of the City to support advances in technologies, methods of design and construction, and project delivery methodologies that reduce cost and schedule, improve quality, and create safer conditions for workers and the public, alike; and

WHEREAS, PSAs advance the above described objectives; and

WHEREAS, PSAs have been used successfully on a variety of large and small development projects in the region, including the retrofitting and remodeling of existing buildings and facilities; and

WHEREAS, the use of negotiated PSAs can effectuate the City’s objective of completing proprietary construction projects consistent with the goals and purposes described above.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Alameda, the City shall require as a condition of approval of each construction project that fits into one of the categories described below, that the applicant, owner or developer, together with its contractors, have negotiated in good faith, including by proposing to the other party reasonable and customary PSA terms and conditions, and have entered into a PSA with the Building and Construction Trades Council of Alameda County (“BTC”), consistent with the criteria enumerated below; however, this Resolution shall not apply to any project for

which the City has executed an ENA or a DA/DDA with the approved developer prior to the date of adoption of this Resolution.

The City Council may, upon majority vote, suspend application of this Resolution to any construction project or part of any construction project involving specific portions and types of work.

The construction projects for which a PSA is to be negotiated include any of the following:

1. A construction project on a parcel owned by the City and leased to a tenant where either:
 - a. the City's Qualified Shell Improvement Credit ("QSI"), as defined below, exceeds five million dollars (\$5,000,000); the initial term of the lease is at least seven (7) years; and the tenant is a for-profit entity; or
 - b. the City's Qualified Shell Improvement Credit ("QSI"), as defined below, exceeds seven and a half million dollars (\$7,500,000); the initial term of the lease is at least seven (7) years; and the tenant is a not-for-profit entity.

For purposes of this construction project category, QSI means the total value of the improvements or alterations that a tenant of a City owned building is contractually required to perform on the building, for which the tenant is generally given a rent credit approximately equal to the total value of such improvements or alterations.

2. An affordable housing construction project on a parcel owned by the City or conveyed to a non-profit affordable housing developer by the City, of any cost and regardless of funding source, where the project satisfies the criteria set forth in the Alameda County Measure A1 Housing Bond Implementation Policies (as they may be amended from time-to-time), including the threshold number of units requiring the use of a project labor agreement.
3. A construction project that includes a parcel sold or conveyed by the City where the City and the applicant, owner or developer are entering into a development agreement ("DA"), disposition and development agreement ("DDA") or other agreement required by the DA or DDA ("Ancillary Agreement") and the estimated total project cost as contemplated in the DA, DDA or Ancillary Agreement exceeds five million dollars (\$5,000,000).
4. A construction project that does not fit into categories 1-3 above and that is receiving either a direct contribution of funds from the City or a credit or other non-monetary subsidy from the City, which funds, credit or subsidy will be applied by the applicant, owner or developer to particular project costs as described in the

DA, DDA or Ancillary Agreement, where the total funds, credit, or subsidy provided by the City is in excess of five million dollars (\$5,000,000).

BE IT FURTHER RESOLVED, that each PSA shall apply to all work covered under the Master Labor Agreements of the craft unions affiliated with BTC (collectively, "Unions");

BE IT FURTHER RESOLVED, that the parties should, in good faith, negotiate a PSA that:

Eliminates strikes and lockouts and replaces them with an expedited method to fairly, amicably and efficiently resolve grievances and disputes regarding labor conditions and alleged breaches of the PSA;

Respects the terms of the Master Labor Agreement of the applicable Unions;

Promotes the hiring of Veterans under the "Helmets to Hardhats" or similar programs;

Encourages the employment of Alameda residents through the Alameda Point Collaborative Workforce Development Program, AUSD or similar programs that promote the use of apprentices;

Encourages the hiring of woman-owned, minority-owned, small local, and disadvantaged businesses;

Allows for composite crews, where appropriate, consistent with the Building Trades Jurisdictional Dispute Resolution procedure;

Respects the legitimate requirements of developers and contractors to manage projects and use new technologies, design and construction methods, types and sourcing of materials and equipment;

Ensures the prime contractor and all contractors and subcontractors are signatories to the Master Labor Agreement of the applicable Union;

Ensures the use of Union hiring halls as the primary source to satisfy all project craft needs consistent with standard referral procedures, unless otherwise negotiated;

Promotes the use of apprentices, where feasible and safe;

Includes effective procedures for health and drug testing to protect workers and the public; and

Prohibits discrimination based on race, national origin, religion, gender, sexual orientation or political affiliation.

Contains Management's Rights provisions substantially similar to the attached sample. (Attachment 1)

BE IT FURTHER RESOLVED, that each PSA shall apply for the duration of the construction work on the project, but shall not apply to operations and maintenance work performed by other workers, contractors or a tenant's employees at the facility, as further defined as part of the PSA negotiation process;

BE IT FURTHER RESOLVED, that any modifications regarding the terms or applicability of this resolution must be approved by a vote of City Council;

BE IT FURTHER RESOLVED, that if any provision of this resolution or the application thereof to any person or circumstances, is held invalid by a court of competent jurisdiction, the invalidity will not affect other provisions or applications of this resolution that remain effective without the invalid provision or application, and to that end the provisions of this resolution are severable; and

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 20th day of October 2020, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 21st day of October 2020.

Lara Weisiger, City Clerk
City of Alameda

Approved as to Form:

Yibin Shen, City Attorney
City of Alameda

Attachment 1 – Sample Management’s Rights Section

MANAGEMENT'S RIGHTS

The Contractor retains full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement and the appropriate collective bargaining agreement listed on Schedule X, the Contractor retains the right to direct the working force, including the hiring, promotion, transfer, discipline or discharge of its employees; the selection of foremen; the assignment and scheduling of work; and, the requirement of overtime work and the determination of when it shall be worked. No rules, customs, or practices which 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.

Except as otherwise stated in the appropriate collective bargaining agreement listed on Schedule X, there shall be no limitation or restriction upon the Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor saving devices. The Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source. The on-site installation of application of such items shall be performed by the craft customarily having jurisdiction over such work under the applicable collective bargaining agreement listed on Schedule X; provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, checkout or testing of specialized or unusual equipment or facilities.

Except as otherwise stated in the appropriate collective bargaining agreement listed on Schedule X, it is recognized that the use of new technology, equipment, machinery, tools and/or labor savings devices and methods of performing work will 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 arbitrate the dispute as set forth in the appropriate section of this Agreement.

The failure of the Contractor to exercise rights herein reserved to it or the exercise of those rights in a particular way shall not be deemed a waiver of said rights or of the Contractor's right to exercise said rights in some other manner not in conflict with the terms of this Agreement.

Successor Project Labor Agreement

MISSION BAY

PROJECT AGREEMENT

This Project Agreement ("Agreement") is entered into this ___ day of _____ by and among _____ (hereinafter referred to as the "Project Contractor"), and the San Francisco Building and Construction Trades Council, AFL-CIO; and affiliated Local Unions whose names are subscribed hereto and who have, through their duly authorized officers, executed this Agreement (hereinafter collectively referred to as the "Union" or the "Unions"). The term Contractor as used in this Agreement includes all contractors and subcontractors of whatever tier. Contractor agrees to comply with the collective bargaining agreements listed in Schedule A for the purposes of the Covered Work only, and any obligation incurred under Schedule A agreements shall expire with the termination of this Agreement. Where specific reference to _____ only is intended, the term Project Contractor is used. This project is being constructed pursuant to an Owner's Participation Agreement ("Owner OPA") for Mission Bay South originally between the Redevelopment Agency of the City and County of San Francisco and Catellus Development Corporation ("Catellus") and subsequently transferred in part to ARE-San Francisco No. ___, LLC (the "Owner"). The project area is commonly known as _____ generally bound by _____

Catellus and the Unions entered into the Mission Bay Project Agreement ("Original PLA") for the entire Mission Bay project on October 8, 1990. The Original PLA was amended

by an Addendum to Agreement effective, September 2003 ("Addendum"), which among other things, requires the execution of this Agreement by the Project Contractor when Catellus sells, conveys, ground leases or donates to a third party any real property covered by the Original PLA, subject to the terms and conditions of the Addendum.

PURPOSE

The construction at the Owner's project will require substantial numbers of employees from construction and other supporting crafts. The orderly and uninterrupted construction of the work at the Mission Bay project and the Owner's project are of significant interest to the parties to this Agreement.

It is the purpose of this Agreement to ensure that all work covered by this Agreement proceeds efficiently, economically, and with due consideration for the protection of labor standards, wages, and working conditions.

Consistent with the implementation of the programs described in the Mission Bay Affirmative Action and Economic Development Plan ("MBAAWEDP"), Project Contractor will award all construction contracts to unionized construction firms. Project Contractor further commits that all construction work under its jurisdiction shall be at prevailing wages, fringes and conditions for all trades and crafts pursuant to the appropriate contract identified on Schedule A. Project Contractor will use good-faith efforts to maximize MBE, WBE and LBE contracts with union firms. Should it be determined that Minority Business Enterprise/Women Owned Business Enterprise (MBE/WBE) goals for this project are not being reached as a result of this Agreement, the affected crafts, San Francisco Building Trades Council and Project Contractor will meet and confer to arrive at a resolution which allows for MBE/WBE goal attainment.

The parties to this Agreement have agreed and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise between or among the parties to this Agreement. To accomplish the purpose that the Contractor be assured of complete continuity of operation and that labor-management peace be maintained, the Unions agree not to engage in any strike, picketing, work stoppage, slowdown, sympathy action or any other disruptive activities directed to or in connection with Covered Work, and the Contractors agree not to engage in any lockout.

EFFECT OF OTHER AGREEMENTS

The provisions of this Agreement, including the local collective bargaining agreements listed on Schedule A, shall apply to Project Contractor's construction and the Owner's project, notwithstanding the provisions of local and/or national union agreements which may conflict or differ with the terms of this Agreement. Where a subject is covered by the provisions of this Agreement is also covered by a collective bargaining agreement which is listed on Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a collective bargaining agreement identified in Schedule A and not covered by this Agreement, the provisions of the appropriate collective bargaining agreement identified on Schedule A shall prevail. Further, the parties are bound by the MBAAEDP which is incorporated in its entirety in this document as though set forth herein. This Agreement is not a collateral agreement within the meaning of Section 56.3(c) and 56.11 of the San Francisco Administrative Code.

SCOPE OF THE AGREEMENT

This Agreement shall apply to all demolition, new construction including exterior landscaping and tenant work, including but not limited to mill cabinet work and built-in furniture work performed on the Owner's project by or otherwise at the control and direction of Project

Contractor excluding uses existing at the time of execution of this Agreement (referred to herein as "Covered Work").

UNION RECOGNITION

The Contractor recognizes the Unions signatory hereto as the collective bargaining agents for its employees covered by the terms of this Agreement.

This Agreement does not apply to general superintendents, superintendents, assistant superintendents, (unless covered in a collective bargaining agreement listed in Schedule A), office and clerical employees, guards or other professional or supervisory employees as defined in the National Labor Relations Act.

MANAGEMENT'S RIGHTS

The Contractors retain full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement and the appropriate collective bargaining agreement listed on Schedule A, the Contractor retains the right to direct the working force, including the hiring, promotion, transfer, discipline or discharge of its employees; the selection of foremen; the assignment and scheduling of work; and, the requirement of overtime work and the determination of when it shall be worked. No rules, customs, or practices which 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.

Except as otherwise stated in the appropriate collective bargaining agreement listed on Schedule A, there shall be no limitation or restriction upon the Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment,

machinery, package units, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor saving devices. The Contractor may without restriction install or otherwise use materials, supplies or equipment regardless of their source. The on-site installation of application of such items shall be performed by the craft customarily having jurisdiction over such work under the applicable collective bargaining agreement listed on Schedule A; provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, checkout or testing of specialized or unusual equipment or facilities.

Except as otherwise stated in the appropriate collective bargaining agreement listed on Schedule A, it is recognized that the use of new technology, equipment, machinery, tools and/or labor savings devices and methods of performing work will 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 arbitrate the dispute as set forth in Article VIII of this Agreement.

The failure of the Contractor to exercise rights herein reserved to it or the exercise of those rights in a particular way shall not be deemed a waiver of said rights or of the Contractor's right to exercise said rights in some other manner not in conflict with the terms of this Agreement.

UNION REPRESENTATION

Authorized representatives of the Union shall have access to the Covered Work provided they do not interfere with the work of employees and further provided that such representatives fully comply with the posted visitor and security and safety rules of the Covered Work.

The Union shall have the right to designate working journey workers as stewards. The Union shall, in writing, notify the Contractor as to the identity of the designated steward prior to the assumption of his/her duties as a steward. In addition to his/her 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. The Contractor will not discriminate against a steward in the proper performance of his/her Union duties provided that such duties do not interfere with his/her regular work or with the work of other employees. Stewards shall receive the regular rate of pay for their respective craft. There will be no non-working stewards. The steward shall not have the right to determine when overtime shall be worked or who shall work overtime, or to interfere with any of the supervisory functions of the Contractor.

The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for a cause. If a steward is protected against such layoff by the provision of any of the collective bargaining agreements listed on Schedule A, such protection 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 cause the appropriate Union shall be notified immediately by the Contractor. For the purpose of this provision, "cause" for discharge shall mean incompetence,

unexcused absenteeism, disobedience of orders, unsatisfactory performance of duties and violation of posted project work rules.

On work where Catellus' or Owner's personnel may be working in close proximity of the construction activities, the Union agrees that its representatives, stewards and individual workers will not interfere with Catellus' or Owner's personnel or with the work which is being performed by Catellus' or Owner's personnel. This is not to be construed to mean that Catellus' or Owner's personnel may perform work covered by the collective bargaining agreements listed on Schedule A.

WORK STOPPAGES AND LOCKOUTS

During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns, sympathy actions or any other disruptive activities directed at or in connection with Covered Work for any reason by the Union or by any employee, and there shall be no lockout by the Contractor.

Failure of any Union or employee to cross any picket line established at the site of Covered Work is a violation of this Article.

The Union shall not sanction, aid or abet, encourage or continue any work stoppage, slowdown, sympathy action, strike, picketing or other disruptive activity at the site of Covered Work and shall undertake all possible means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operations of the Covered Work shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility.

In lieu of or in addition to any other action at law or equity, any party, including the Project Contractor, who the parties agree is a beneficiary of this Agreement and specifically this Article with full right of participation in any action under this Article, may institute the following procedure when a breach of paragraphs 1, 2, and/or 3 of this Article is alleged:

- (a) The party invoking this procedure shall notify Gerald McKay or John Kagel who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by telegram to the party alleged to be in violation and the involved International Union President.
- (b) Upon receipt of said notice, the Arbitrator named above or his alternate shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- (c) The Arbitrator shall notify the parties by telegram of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party to parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of paragraphs 1, 2 and/or 3 of this Article has, in fact, occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. Any issue concerning damages 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 this Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

- (e) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telegraphic 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 paragraph 4(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 or by registered mail.

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

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

PROJECT COORDINATION COMMITTEE

The parties agree to form a committee comprised of representatives for the Building Trades Council, affected local union and Project Contractor, to meet and discuss issues which may arise from time to time regarding the interpretation, application and enforcement of this Agreement.

In the event a dispute arises between or among the parties thereto which cannot be resolved by the committee described in the preceding paragraph, then the dispute shall be referred to arbitration as described in Article VII with mutually agreed-upon extensions to time limits set forth therein, as may be required.

WORK ASSIGNMENTS AND JURISDICTION DISPUTES

Work shall be assigned by the Contractor. There shall be no strikes, picketing, work stoppage, sympathy actions, slowdowns or other disruptive activity arising out of any jurisdictional dispute directed at or in connection with Covered Work during the term of this Agreement.

Except as provided below, all jurisdictional disputes will be settled in accordance with the procedural rules and decisions of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry and shall be binding upon the Contractor and the Unions.

Where a jurisdictional dispute involves any Union not a party to the Plan for Settlement of Jurisdictional Disputes in the Construction Industry and is not resolved among the Unions and

the site representative of the affected Contractor, it shall be referred for resolution to the International Unions with which the disputed Unions are affiliated. The International Unions shall hereafter meet with the representative of the affected Contractor to reach a joint resolution of the disputes. For purposes of all disputes referred to the International Unions, the Project Contractor shall be a party in interest. The resolution of the dispute shall be reduced to writing, signed by representatives of the Local and/or International Unions and a copy furnished to the Contractor. (The Local and/or International Unions and the Contractor, in making their determination, shall have no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved, or to assign the work to employees who are not qualified to perform the work involved.) This does not prohibit establishment of composite crews following jurisdictional guidelines where more than one employee is needed for the job. The work shall proceed as assigned by the Contractor until such resolution by the parties has been confirmed in the manner indicated by the disputing Unions to the Contractors. Any such resolution shall be final and binding on the Contractor and the Unions.

WAGES, HOURS, WORKING CONDITIONS AND FRINGE BENEFITS

With the exception of black Friday which shall not be observed on construction covered by this Agreement, wages, hours, fringe benefits and other working conditions shall be determined by the appropriate collective bargaining agreements listed on Schedule A. Make-up days as provided in certain collective bargaining agreements listed on Schedule A shall apply to work covered by this Agreement.

NO DISCRIMINATION

The Contractor and the Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law.

APPRENTICES

In order to meet and fulfill minority and woman apprentices and journey-level goals, to ensure those inducted into apprenticeship programs through Mission Bay Affirmative Action Outreach status, a continuity of work is required. All work covered by this Agreement will have an appropriate apprenticeship program equal to or better than those established by the appropriate collective bargaining agreements listed on Schedule A or their respective equivalent. The work will be done under the wages, hours, conditions, benefits of the appropriate collective bargaining agreement identified on Schedule A. The recruitment, selection, employment and training of apprentices shall be without discrimination because of age, race, color, religion, national origin, or sex. This provision shall be applied in manner consistent with the MBAAEDP and the appropriate JATC, except where superseded by the provisions of the Amended Consent Decree in Civil Case No. C-71-1277RFP, as modified, or as may be subsequently modified during the term of this Agreement.

SAFETY AND HEALTH

The Contractor, the Unions and the employees shall comply with all applicable provisions of local, state, and federal laws and regulations relating to the job safety and safe work practices.

SAVINGS AND SEPARABILITY

It is not the intention of either the Contractor or the Union parties hereto to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this 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, Contractor and Union agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made to then 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.

This Article shall not be construed to waive the prohibitions of Article VII, and if the parties are unable to resolve their differences, the matter shall be referred to the procedure of Article VIII for resolution.

ENTIRE UNDERSTANDING

The parties agree that the total results of their bargaining are embodied in this Agreement, and any attached exhibits and schedules, and no party signatory hereto is required to render any performance not set forth in the wording of this Agreement. This Agreement may be amended only by written agreement signed by the parties hereto. In the event that modification to this Agreement is required, the parties agree to promptly convene the Project Coordination Committee to discuss and negotiate the necessary modification.

DURATION OF THE AGREEMENT

This Agreement shall become effective immediately upon Project Contractor's commencement of any demolition or construction activities at the Owner's project within the scope of the Owner's OPA and this Agreement and shall continue in effect for the duration of the Owner's construction activities on the Owner's project as described in Article III above. Construction of any phase, portion, section or segment of Owner's project shall be deemed completed when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

The collective bargaining agreements identified on Schedule A attached to this Agreement shall continue in full force and effect until the contractor and union parties to those collective bargaining agreements notify the Project Contractor of the mutually agreed upon changes in such agreements. The parties agree that any provisions negotiated into said collective bargaining agreements will not apply to work on the Owner's project if such provisions are less favorable to the Contractor than those uniformly required of contractors for construction work covered by those agreements. Such provisions, negotiated, shall not be recognized or applied on Owner's project if they may be construed to apply exclusively or predominantly to work covered by this Agreement.

The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activities affecting the Covered Work by the Unions involved in the negotiation of the collective bargaining agreements listed on Schedule A, nor shall there be any lockout on Covered Work affecting the Unions during the course of such negotiations. Any disagreement between the parties over the incorporation into a collective bargaining agreement listed on Schedule A of such provision agreed upon in the negotiation of

the collective bargaining agreement shall be subject to the grievance and arbitration procedures of Article VIII.

This Agreement shall be effective until March, 7 2008 and shall renew automatically for additional terms of seven years (7) each unless not less than ninety (90) days prior to the termination date of the initial or any subsequent term either Project Contractor or the San Francisco Building Trades Council give written notice to the other requesting modification or termination of the Owner's OPA. Notwithstanding, this Agreement shall terminate upon the termination of the Owner's OPA. Should this Agreement terminate due to the termination of the Owner's OPA, it will be automatically reinstated if the Owner's OPA or a substitute agreement thereto is reinstated within three (3) years of its termination. If reinstatement of the Owner's OPA or a substitute agreement thereto occurs more than three (3) years after its termination, the parties will negotiate a new project agreement. Reinstatement of this Agreement is subject to the seven (7) year terms and notice provision stated above.