

PROGRAM STABILIZATION AGREEMENT
FOR SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during the San Mateo County Community College District's Capital Improvement Program ("the Program") and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Program.

WHEREAS, the successful completion of the Program is of the utmost importance to the San Mateo County Community College District; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the San Mateo County Building and Construction Trades Council and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on a Program 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 is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employers would be best served if the construction work proceeded in an

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

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Program by the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Program, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) 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 contracts for the construction of the Program will be awarded in accordance with the applicable provisions of the California State Public Contract Code and AB 1000; and

WHEREAS, the District has the absolute right to select the lowest reliable and responsible bidder for the award of construction contracts or the "Best Value" submission for Design-Build contracts on the Program; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of the Program;

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

ARTICLE I

DEFINITIONS

- 1.1 "Agreement" means Program Stabilization Agreement
- 1.2 "District " means the San Mateo County Community College District and the administrative staff under its Chancellor.
- 1.3 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Program under contract terms and conditions approved by the District and which incorporate the Agreement.
- 1.4 "Construction Contract" means the public works or improvement contracts which have been signed by the District and which are necessary to complete the Program.
- 1.5 "Program" means the Capital Improvement Program as funded by the San Mateo County Measure C Bond Program.
- 1.6 "Project" is the individual construction Project that is a part of the Program and designated to be covered by this Agreement in Exhibit A.
- 1.7 "Union" or "Unions" means the San Mateo County Building and Construction Trades Council, AFL-CIO ("Council") and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organization whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions")

1.8 "Program Manager" means the business entity designated by the District to oversee all phases of construction on the Program and is Swinerton Management and Consulting, Inc..

1.9 "Master Agreement" means the Master Collective Bargaining Agreement of each craft union signatory hereto.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employers performing construction contracts on the Project including on-site testing and inspection where such work is traditionally covered by a collective bargaining agreement with a Union, the District and the San Mateo County Building and Construction Trades Council, AFL-CIO ("Council") and any other labor organization signatory to this Agreement, acting in 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 ("Signatory Unions").

2.2 Project Description: The Agreement shall govern the award of all construction contracts identified by the District as part of the Program. Exhibit A, attached to this Agreement and incorporated herein by reference, is a list of construction contracts to be covered by this Agreement. The District has the absolute right to combine, consolidate, add, or cancel Project(s) or portion of Project(s) identified as part of the Program. Should the District remove any Project listed in Exhibit A from the Program and thereafter authorize that construction work be commenced on the Project, the Project shall be performed under the terms of the

Agreement. Once a construction Project is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, a construction Project shall be considered completed upon filing of a Notice of Completion.

2.3 Program Labor Disputes: All Program labor disputes involving the application or interpretation of the collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement. All disputes relating to the interpretation or application of the Program Stabilization Agreement shall be subject to resolution by the Grievance Committee and the grievance arbitration procedure set forth herein.

2.4 Work covered by the Project Stabilization Agreement with the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV, XII, and XIII of the Program Stabilization Agreement shall prevail and be applied to such work.

2.5 Exclusions:

(1) The Agreement shall be limited to construction work on the Program with Projects listed in Exhibit A and is not intended to, and shall not govern any construction work performed at the District at anytime prior to the effective date, or after the expiration or termination of the Agreement.

(2) The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are outside the approved scope of the Program.

(3) The Agreement is not intended to, and shall not affect the operation or maintenance of the District.

(4) The Agreement shall not apply to a Contractor/Employer's executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.

ARTICLE III

EFFECT OF AGREEMENT

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

3.2 By accepting the award of a construction contract for a Project, whether as contractor or subcontractor, 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 Letter of Assent 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 a construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. If a Contractor/Employer requires a subcontractor to agree in writing to comply with the terms of this Agreement as a condition of awarding work to the subcontractor, the Contractor/Employer shall not be liable in any way for the subcontractor's failure to pay the wages and benefits required by this Agreement except as required by the provisions of the California Labor Code.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers agree that for the duration of the Program:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling 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 a Project, at the job site of the Program or at any other facility of the District because of a dispute on a Project. If labor is withheld by a Union due to lack of payment to a Trust Fund or failure to meet its payroll on this project, it is not considered a violation of this Article. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement.

(2) As to employees employed on a Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

(3) If a Master Agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of 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 the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this

Agreement until a new or modified Master Agreement is reached between the Union and Contract Employer. If the new or modified Master Agreement reached between the Union and Contractor/Employer provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on a project within seven (7) days.

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

(1) A party invoking this procedure shall notify Gerald McKay, as the permanent arbitrator, or, John Kagel, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12.2 Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the party alleged to be in violation and to the San Mateo Building and Construction Trades council and involved local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the District will contact the designated 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.

(3) The arbitrator shall notify the parties by facsimile or 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 any award by the arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Article IV, 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 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.

(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. 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 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or 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.

(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.

(7) The fees and expenses of the arbitrator shall be divided equally between the parties.

(8) The parties to this Agreement agree that the labor organizations have not waived their legal rights to undertake otherwise lawful activity with regard to any dispute or disputes which they may have regarding non-Capital Improvement Plan construction work and operations; provided, however, that any such activities by the signatory Unions shall not disrupt or interfere in any way with the ongoing Program work covered by this Agreement.

Recognizing the above and, in order to carry out the principles of this Agreement, the parties agree:

A. Should a signatory Union have a dispute with regard to non-covered work on or adjacent to property, the signatory union will notify the San Mateo Building and Construction Trades Council prior to undertaking, on or adjacent to the property, any public activity regarding the dispute, and representatives of the union and the Council shall meet with the representatives of the District (and its Program Manager) to discuss and review the appropriate, valid, legal manner and means by which the signatory union may undertake its activities with regard to this dispute (giving due consideration in such discussions and review to the traditional concerns for the ongoing operations of the Project) and to the importance of the continuity of the work covered by the Master Agreement, and develop a program which allows the signatory union to exercise its legal rights, but at the same time

eliminates any possible disruptive effect on the ongoing Capital Improvement Plan construction work; and finally

(9) Should any signatory Union or the District (or its Program Manager/Project Contractors) become aware of a possible or actual labor dispute involving non-Capital Improvement Plan construction work or operations and involving non-signatory unions which may result in public activity on or about the District property by such non-signatory unions, the representative of each will jointly meet to discuss such activity and to work together, using their best efforts, to avoid having such activity adversely impact or otherwise delay or interfere with ongoing Capital Improvement Plan construction contracts.

ARTICLE V

PRECONSTRUCTION CONFERENCE

5.1 A preconstruction conference shall be held prior to the commencement of each construction Project. Such conference shall be attended by a representative each from the participating Contractor/Employers and Union(s) and the Program Manager.

ARTICLE VI

NO DISCRIMINATION

6.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the Program.

ARTICLE VII

UNION SECURITY

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractor/Employers to work on a Project will be required to become members and maintain membership in the appropriate Union after 8 days of consecutive or cumulative employment on a construction contract subject to this Agreement. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by the law.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Projects, provided it is not disruptive to the work of the Projects or the operation of the District.

ARTICLE VIII

REFERRAL

8.1 Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above General Foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturday, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain work persons from any source.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employers. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the San Francisco Bay Area to meet the needs of the Program and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified Bay Area residents as journeymen and apprentices on this Program and entrance into such apprenticeship and training programs as may be operated by the signatory Unions.

ARTICLE IX

BENEFITS

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the project in the amounts designated in the Master Agreements of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust

funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article except those Contractor/Employers who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on a Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the District, 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.

ARTICLE X

EMPLOYEE GRIEVANCE PROCEDURE

10.1 All Contractor/Employer(s) including any Contractor/Employer which is not otherwise bound through an agreement with a labor organization to a grievance procedure which has jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its employees working on this Program shall be bound to the grievance procedure contained in the Master Agreement of the craft representing the employee(s) involved in the dispute. Such Contractor/Employer

shall not impose discipline or dismissal on its employees covered by this Agreement without just cause.

ARTICLE XI

COMPLIANCE

11.1 It shall be the responsibility of the Contractor/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 Employers on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the State and Contractor/Employers' compliance with this Project Stabilization Agreement.

ARTICLE XII

GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of

the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual written agreement of the parties.

12.2 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 Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The Grievance Committee shall be comprised of one (1) representative of the District; one (1) representative of the Program Manager; and two (2) representative of the San Mateo County Building & Construction Trades Council. If the dispute is not resolved within such time (five (5) business days after its

referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of five (5) below:

1. Barbara Chvany
2. Thomas Angelo
3. William Riker
4. Barry Winograd
5. Chuck Askin

The decision of the Arbitrator shall be 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.

The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. 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 of and/or resolution of like or similar grievances or disputes.

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.

ARTICLE XIII

JURISDICTIONAL DISPUTES

13.1 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions.

In the event of a jurisdictional dispute between any signatory Unions, it is agreed that the following procedures shall be taken in an attempt to resolve the matter:

Step 1: The appropriate Union Representatives of the involved Crafts shall meet with the affected Contractor/Employer in an attempt to resolve the dispute within twenty-four (24) hours.

Step 2: If no settlement is reached, the appropriate International Union Representatives from each affected Craft will meet with the affected Contractor/Employer within five (5) calendar days.

Step 3: If no settlement is reached within five (5) calendar days, such dispute shall be referred to and settled by the current procedure established by the building and Construction Trades Department of the American Federation of Labor – Congress of the Industrial Organization. In any event, the parties hereto agree that there will be no slowdown or stoppage of work, no picketing or other interferences and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them.

13.2 If any union or Contractor/Employer fails to immediately and fully comply with a final decision rendered in any jurisdictional dispute, the District, the Contractor/Employer or the Union shall have the immediate right to seek full legal redress for such conduct including, but not limited to, injunctive relief and/or damages.

13.3 If there is a strike, sympathy strike, work stoppage, slowdown, picketing or otherwise advising the public that a labor dispute exists or interference

with the progress of the Program by reason of a jurisdictional dispute, the District and/or the Contractor/Employer affected by said Union conduct, shall have the right to seek full legal redress in the Courts of California, including injunctive relief and damages, after complying with the emergency arbitration provisions of Article IV..

ARTICLE XIV

APPRENTICES

14.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices of a State approved Apprenticeship 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.

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

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE XV

MANAGEMENT RIGHTS

15.1 The Contractor/Employer(s) 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

SAVINGS CLAUSE

16.1 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 work 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 work in question.

The parties also agree that in the event that 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.

If a court of competent jurisdiction determines the all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District 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.

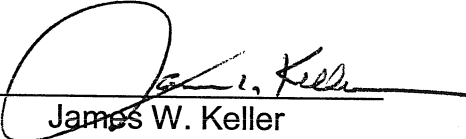
ARTICLE XVII

TERM

17.1 The Agreement shall be included as a condition of the award of construction contracts identified by the District as part of the Program in Exhibit A.

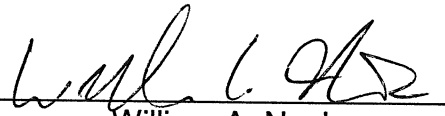
17.2 The Agreement shall continue in full force and effect until the completion of the Program.

San Mateo County Community College District

BY: 
James W. Keller
Executive Vice Chancellor

DATE: 6/6/03

San Mateo Building & Construction
Trades Council AFL-CIO (Council)

BY: 
William A. Nack
Business Manager

DATE: 6/6/03

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
CONSTRUCTION STABILIZATION PROGRAM
EXHIBIT A

Description
<p>Skyline: Student Union/Science Annex - \$23.6 million Building 3, 7 & 8 Modernization - \$17.0 million</p> <p>CSM: Regional Public Safety Center - \$2.2 million Building 18 Seismic Upgrade and Modernization - \$3.0 million Integrated Science Center - \$22.6 million Building 1, 5 & 6 Modernization - \$12.0 million</p> <p>Cañada: Building 3, Phase 1 Modernization - \$1.4 million Building 17 Modernization - \$1.0 million</p> <p>District-wide: Utility & Infrastructure Upgrades - TBD</p>

Addendum A: Agreed To Letter of Assent

[Date]

[Addressee]

[Address]

[City and State]

Re: (NAME OF PROJECT),
Project Stabilization Agreement -- Letter of Assent

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the (NAME OF PROJECT), Project Stabilization Agreement as such 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 obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the (NAME OF 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 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:

(Print Name)

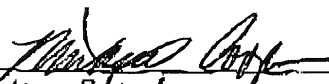
(Title)

(Signature)

(Telephone Number)

(Facsimile Number)

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16


Date: 8/15/03

Carpenters 46 Northern
California Counties Conference
Board

Date: _____

Brick Layers & Allied Crafts Local #3

Date: _____

Northern California Carpenters
Regional Council

Date: _____

International Brotherhood of Electrical
Workers Local #617

Date: _____

District Council of Plasterers &
Cement Masons of No. California

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

Date: _____

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

International Union of Operating
Engineers Local #3

Date: _____

Roofers & Waterproofers Local Union #40

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

Date: _____

International Brotherhood of
Teamsters Local Union #853

Date: _____

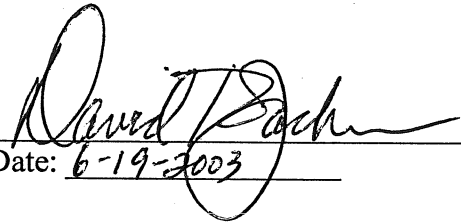
Sprinkler Fitters Local #483

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Date: _____

Brick Layers & Allied Crafts Local #3


Date: 6-19-2003

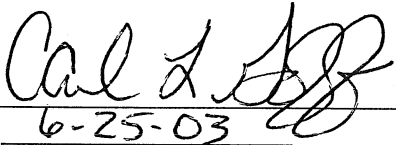
International Brotherhood of Electrical
Workers Local #617

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

Date: _____

International Union of Operating
Engineers Local #3


Date: 6-25-03

United Association of Plumbers &
Steamfitters Local Union #467

Date: _____

Carpenters 46 Northern
California Counties Conference Board

Date: _____

Northern California Carpenters
Regional Council

Date: _____

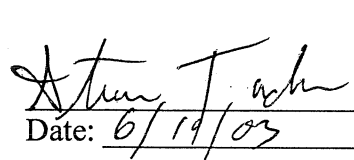
District Council of Plasterers &
Cement Masons of No. California

Date: _____

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

Roofers & Waterproofers Local Union
#40


Date: 6/19/03

International Brotherhood of
Teamsters Local Union #853

Date: _____


International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Date: _____

Brick Layers & Allied Crafts Local #3

Date: _____

International Brotherhood of Electrical
Workers Local #617


Date: 6-10-03

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

Date: _____

International Union of Operating
Engineers Local #3

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

Date: _____

Carpenters 46 Northern
California Counties Conference Board

Date: _____

Northern California Carpenters
Regional Council

Date: _____

District Council of Plasterers &
Cement Masons of No. California

Date: _____

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

Roofers & Waterproofers Local Union
#40

Date: _____

International Brotherhood of
Teamsters Local Union #853

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Date: _____

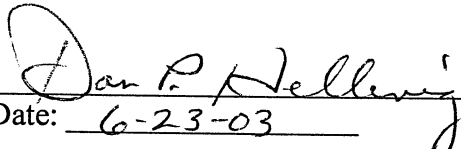
Brick Layers & Allied Crafts Local #3

Date: _____

International Brotherhood of Electrical
Workers Local #617

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377


Date: 6-23-03

International Union of Operating
Engineers Local #3

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

Date: _____

Carpenters 46 Northern
California Counties Conference Board

Date: _____

Northern California Carpenters
Regional Council

Date: _____

District Council of Plasterers &
Cement Masons of No. California

Date: _____

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

Roofers & Waterproofers Local Union
#40

Date: _____

International Brotherhood of
Teamsters Local Union #853

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Date: _____

Brick Layers & Allied Crafts Local #3

Date: _____

International Brotherhood of Electrical
Workers Local #617

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

Date: _____

International Union of Operating
Engineers Local #3

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

Date: 6/11/03

Carpenters 46 Northern
California Counties Conference Board

Date: _____

Northern California Carpenters
Regional Council

Date: _____

District Council of Plasterers &
Cement Masons of No. California

Date: _____

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

Roofers & Waterproofers Local Union
#40

Date: _____

International Brotherhood of
Teamsters Local Union #853

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Date: _____

Brick Layers & Allied Crafts Local #3

Date: _____

International Brotherhood of Electrical
Workers Local #617

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

Date: _____

International Union of Operating
Engineers Local #3

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

Date: _____

Carpenters 46 Northern
California Counties Conference Board

Date: 6-12-03

Northern California Carpenters
Regional Council

Date: 6-12-03

District Council of Plasterers &
Cement Masons of No. California

Date: _____

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

Roofers & Waterproofers Local Union
#40

Date: _____

International Brotherhood of
Teamsters Local Union #853

Date: _____

International Association of Heat and Frost Insulators & Asbestos Workers Local #16

Carpenters 46 Northern California Counties Conference Board

Date: _____

Date: _____

Brick Layers & Allied Crafts Local #3

Northern California Carpenters Regional Council

Date: _____

Date: _____

International Brotherhood of Electrical Workers Local #617

District Council of Plasterers & Cement Masons of No. California

Date: _____

Steven Smith
Date: June 12, 2003

International Association of Bridge Structural & Ornamental Iron Workers Local #377

District Council #16 for Painters #913, Glaziers #718 & Carpet Layers #12

Date: _____

Date: _____

International Union of Operating Engineers Local #3

Roofers & Waterproofers Local Union #40

Date: _____

Date: _____

United Association of Plumbers & Steamfitters Local Union #467

International Brotherhood of Teamsters Local Union #853

Date: _____

Date: _____

International Association of Heat and Frost Insulators & Asbestos Workers Local #16

Date: _____

Carpenters 46 Northern California Counties Conference Board

Date: _____

Brick Layers & Allied Crafts Local #3

Date: _____

Northern California Carpenters Regional Council

Date: _____

International Brotherhood of Electrical Workers Local #617

Date: _____

District Council of Plasterers & Cement Masons of No. California

Date: _____

International Association of Bridge Structural & Ornamental Iron Workers Local #377

Date: _____

District Council #16 for Painters #913, Glaziers #718 & Carpct Layers #12

Douglas E. Christopher
Date: 6/12/03

International Union of Operating Engineers Local #3

Date: _____

Roofers & Waterproofers Local Union #40

Date: _____

United Association of Plumbers & Steamfitters Local Union #467

Date: _____

International Brotherhood of Teamsters Local Union #853

Date: _____

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Date: _____

Carpenters 46 Northern
California Counties Conference Board

Date: _____

Brick Layers & Allied Crafts Local #3

Date: _____

Northern California Carpenters
Regional Council

Date: _____

International Brotherhood of Electrical
Workers Local #617

Date: _____

District Council of Plasterers &
Cement Masons of No. California

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

Date: _____

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

International Union of Operating
Engineers Local #3

Date: _____

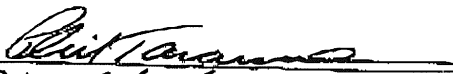
Roofers & Waterproofers Local Union
#40

Date: _____

United Association of Plumbers &
Steamfitters Local Union #467

Date: _____

International Brotherhood of
Teamsters Local Union #853


Date: 6/10/03

Sprinkler Fitters Local #483

Stanley W. Smith
Date: 6/2/03

Plasterers Local Union #66

Date: _____

Sheet Metal Workers Local #104

Date: _____

Laborers Local #389

Date: _____

Boilermaker Local #549

Date: _____

Northern California District
Council of Laborers

Date: _____

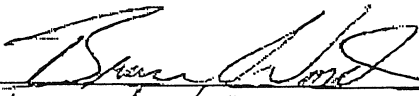
Sprinkler Fitters Local #483

Date: _____

Plasterers Local Union #66

Date: _____

Sheet Metal Workers Local #104


Date: 7/3/03

Laborers Local #389

Date: _____

Boilermaker Local #549

Date: _____

Northern CA District of Laborers

Date: _____

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08/15/2003 10:03 FAX

BOILERMAKERS

925-427-5980

002

Sprinkler Fitters Local #483

Plasterers Local Union #66

Date: _____

Date: _____

Sheet Metal Workers Local #104

Laborers Local #389

Date: _____

Date: _____

Boilermaker Local #549

Northern California District
Council of Laborers

Frank J. Secret

Date: 8/15/03

Date: _____

Sprinkler Fitters Local #483

Date: _____

Sheet Metal Workers Local #104

Date: _____

Boilermaker Local #549

Date: _____

Plasterers Local Union #66

Shel Murphy
Date: 6/11/03

Laborers Local #389

Date: _____

Northern California District
Council of Laborers

Date: _____

Sprinkler Fitters Local #483

Date: _____

Sheet Metal Workers Local #104

Date: _____

Boilermaker Local #549

Date: _____

Plasterers Local Union #66

Date: _____

Laborers Local #389

Date: 6-11-03

Joseph J. Bell

Northern California District
Council of Laborers

Joe L. _____
Date: 6-11-03

AMENDMENT 1

TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

This Amendment 1 is entered into this 3 day of MAY, 2007, by and between the San Mateo County Community College District ("District") and the San Mateo Building & Construction Trades Council, AFL-CIO ("Council") to add additional projects to the Scope provisions of the Program Stabilization Agreement (hereinafter "PSA"), dated June 6, 2003. The District and the Council are collectively referred to as the "Parties."

WHEREAS, the Parties acknowledge that the PSA has proven to be an extremely useful vehicle for the Community College District in achieving its goals of obtaining quality, on-time construction as part of its Capital Improvement Program; and


WHEREAS, the PSA originally covered only projects funded by Measure C Bonds; and

WHEREAS, the District now wishes to cover additional projects under the PSA that are funded by Measure A Bonds;

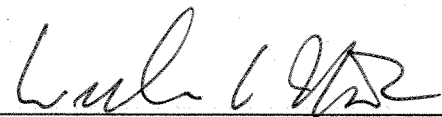
NOW, therefore, IT IS HEREBY AGREED that Article I, Section 1.5 of the PSA shall be amended so that the definition of "Program" shall state: "Program" means the Capital Improvement Program as funded by the San Mateo County Measure C and Measure A Bond Programs."

IT IS HEREBY FURTHER AGREED that Exhibit A to the PSA shall be amended to add Measure A and Measure C Bond Programs to be eligible for construction under the terms and conditions of the PSA.

In all other respects, the PSA shall remain unchanged.

By: 
Title: James W. Keller, Executive Vice Chancellor
San Mateo County Community College District

DATE: 5/3/07


By: 
Title: William A. Nack, Business Manager
San Mateo Building & Construction
Trades Council AFL-CIO (Council)

DATE: 5/3/07

AMENDMENT 1

TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

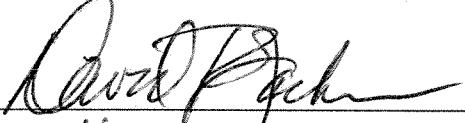
International Association of Heat and Frost
Insulators & Asbestos Workers Local #16


Date: 4/20/07

Carpenters 46 Northern
California Counties Conference Board

Date: _____

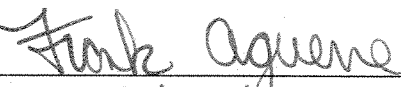
Brick Layers & Allied Crafts Local #3


Date: 4-20-07

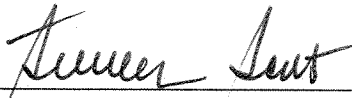
Northern California Carpenters
Regional Council

Date: _____

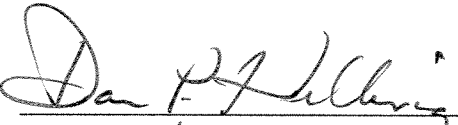
International Brotherhood of Electrical
Workers Local #617


Date: 4/20/07


District Council of Plasterers &
Cement Masons of No. California


Date: 4-23-2007

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377


Date: 4/16/07

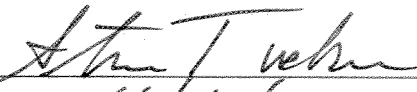
District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12


Date: 4/25/07

International Union of Operating
Engineers Local #3


Date: 4-23-07

Roofers & Waterproofers Local Union
#40


Date: 4/16/07

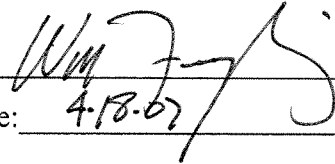
AMENDMENT 1

TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

International Association of Heat and Frost
Insulators & Asbestos Workers Local #16

Date: _____


Carpenters 46 Northern
California Counties Conference Board

Date: 4-18-07 

Brick Layers & Allied Crafts Local #3

Date: _____

Northern California Carpenters
Regional Council

Date: 4-18-07 

International Brotherhood of Electrical
Workers Local #617

Date: _____

District Council of Plasterers &
Cement Masons of No. California

Date: _____

International Association of Bridge
Structural & Ornamental Iron Workers
Local #377

Date: _____

District Council #16 for Painters #913,
Glaziers #718 & Carpet Layers #12

Date: _____

International Union of Operating
Engineers Local #3

Date: _____


Roofers & Waterproofers Local Union
#40

Date: _____


AMENDMENT 1

TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

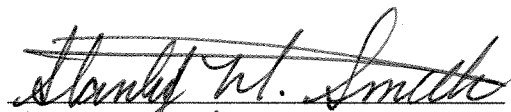
United Association of Plumbers &
Steamfitters Local Union #467


Date: 4/24/07

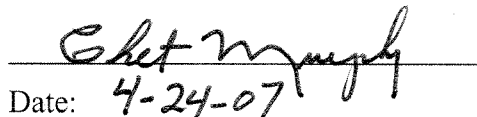
International Brotherhood of
Teamsters Local Union #853


Date: 4-18-07


Sprinkler Fitters Local #483


Date: 4/19/07


Plasterers Local Union #66


Date: 4-24-07

Sheet Metal Workers Local #104


Date: 4/16/07

Laborers Local #389


Date: 4/25/07

Boilermakers Local #549



Date: 4/30/07

EXHIBIT A (AS REVISED BY AMENDMENT 1 TO THE PSA)

San Mateo County Community College District Proposed CIP2 PLA Project List

Cañada College

CAÑ B16/18 Modernization

CAÑ B7 New FMC

CAÑ B5/6 Modernization

CAÑ B1 Gym Modernization

CAÑ B13 Modernization

CAÑ Gateways, Circulation & Parking

Skyline College

SKY B7 Allied Health

SKY B30 Replacement FMC

SKY CIP2 DB Project

SKY B1 Modernization

SKY B2 Modernization Phase 3

College of San Mateo

CSM CIP2 DB Project

CSM B8 Gym Modernization

CSM B12 Modernization

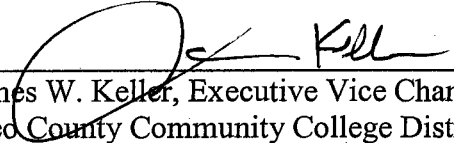
CIP2 Total Construction Cost - \$327,600,000

AMENDMENT 2


TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

This Amendment 2 is entered into this 9 day of March, 2009, by and between the San Mateo County Community College District, the San Mateo Building & Construction Trades Council, AFL-CIO, and Elevator Constructors Local Union Number 8, to add Elevator Constructors Local Union Number 8 to the signature page of the Program Stabilization Agreement, amended by Amendment 1 on May 3, 2007.

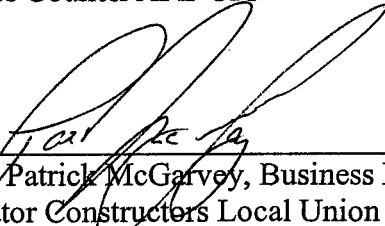
In all other respects, the Project Stabilization Agreement shall remain unchanged.

By: 
Title: James W. Keller, Executive Vice Chancellor
San Mateo County Community College District

DATE: 3/11/09

By: 
Title: William A. Nack, Business Manager
San Mateo Building & Construction
Trades Council AFL-CIO

DATE: 3/9/09

By: 
Title: Patrick McGarvey, Business Manager
Elevator Constructors Local Union Number 8

DATE: 3/9/09

AMENDMENT 3

TO THE PROGRAM STABILIZATION AGREEMENT
FOR THE SAN MATEO COMMUNITY COLLEGE DISTRICT
CAPITAL IMPROVEMENT PROGRAM

This Amendment 3 is entered into this 4 day of June, 2012, by and between the San Mateo County Community College District, the San Mateo Building & Construction Trades Council, AFL-CIO, and U.A. Local 355 and Laborers Local 67 and Sign & Display Local 510, to add U.A. Local 355, Laborers Local 67 and Sign & Display Local 510 to the signature page of the Program Stabilization Agreement, amended by Amendment 1 on May 3, 2007.

In all other respects, the Project Stabilization Agreement shall remain unchanged.

By: Jan Roecks
Title: Jan Roecks, Director of General Service
San Mateo County Community College District

DATE: 6/4/12

By: William A. Nack
Title: William A. Nack, Business Manger
San Mateo Building & Construction
Trades Council AFL-CIO

DATE: 6/4/12

By: Dennis Soares
Title: Dennis Soares, Business Manager
U.A. Local Union 355

DATE: 05-25-2012

By: Victor Parra
Title: Victor Parra, Business Manager
Laborers Local Union 67

DATE: 5-23-12

By: Joe Toback
Title: Joe Toback, Business Manager
Sign & Display Local Union 510

DATE: 5-25-12