

PROGRAM STABILIZATION AGREEMENT FOR THE SOUTH SAN FRANCISCO UNIFIED SCHOOL MEASURE J BOND IMPROVEMENT PROGRAM

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during the South San Francisco Unified School District's Measure J Bond 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 South San Francisco School 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 parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if union and nonunion workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project; 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

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 this Program Stabilization Agreement
- 1.2 "District" means the South San Francisco Unified School District.
- 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 Improvement Program as funded by the South San Francisco Unified School District Measure J Bond Program, and any future projects that the parties may mutually agree to add to this Agreement.

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 and any future addenda to 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 [NAME OF PROGRAM MANAGER].

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: Exhibit A, and any future Addenda thereto, 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 Covered Work:

2.4.1 This Agreement covers, without limitation, all on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for a Project that is within the craft jurisdiction of one of the Unions and that is part of the Project, including, without limitation, site preparation, survey work, demolition of existing structures. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification as to which a prevailing wage determination has been published.

2.4.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for a Project.) This Agreement also covers all off-site fabrication work traditionally performed by the Unions that is part of the Project, provided such off-site fabrication work is covered by a provision of a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s).

2.4.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations.

2.4.4 Work covered by the Project Stabilization Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles 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 any Addenda thereto 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 Contractor/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 during the retroactive time period 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 John Kagel, as the permanent arbitrator, or, Tom Angelo, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable to hear the matter at any time within 24 hours, 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 arbitrator's decision as to whether or not a violation has occurred 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 (subject to the notice requirements of the selected Court). 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 Signatory Unions have not waived their legal rights to undertake otherwise lawful activity with regard to any dispute or disputes which they may have regarding non-Program 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-Program work on or adjacent to District property, the Signatory Union will notify the San Mateo Building and Construction Trades Council prior to undertaking, on or adjacent to District property, any public activity regarding the dispute, and representatives of the Signatory Union and the Council shall meet with the representatives of the District (and its Program Manager) prior to undertaking any such activity 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 Program construction work; and

(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-Program 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 Program 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 from each 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 on or before the 8th day 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 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 (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 Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer in person 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) representatives 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. Robert Hirsch
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. The Assignment of work will be solely the responsibility of the Contractor/Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All Jurisdictional disputes on a Project, between or among any Signatory Unions and Contractors/Employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors/Employers and Unions parties to this Agreement.

13.3 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.

13.4 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 HELMETS TO HARDHATS

16.1 The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center For Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" Program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network,

employment opportunities and other needs as identified by the parties.

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

ARTICLE XVII SAVINGS CLAUSE

17.1 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.

17.2 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.

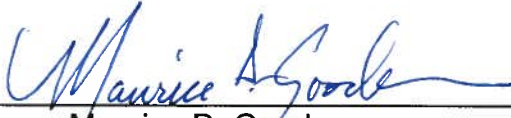
17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer,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

ARTICLE XVIII TERM

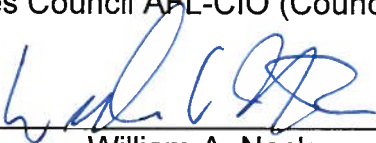
18.1 The Agreement shall be included as a condition of the award of construction contracts identified by the District as part of the Program in Exhibit A and any Addenda thereto.

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

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

BY:  Date: 3/10/11
Maurice D. Goodman
Board President

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

By:  Date: 3/10/11
William A. Nack
Business Manager

127053/607015

**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
CONSTRUCTION STABILIZATION PROGRAM
EXHIBIT A**

Project Description

ORIGINAL

The District is hereby authorized to use bond proceeds to acquire any of the projects on the Bond Project List through temporary leases, lease-purchase arrangements, or other appropriate financial arrangements, and to execute the purchase option under any lease or otherwise pay off outstanding lease obligations, for any of these authorized facilities.

BOND PROJECT LIST

Unless otherwise noted, the projects in the Bond Project List are authorized to be completed at each or any of the District's sites. District schools and locations are:

Elementary Schools

Buri Buri Elementary School	120 El Campo Drive, South San Francisco
Junipero Serra Elementary School	151 Victoria Street, Daly City
Los Cerritos Elementary School	210 West Orange Avenue, South San Francisco
Martin Elementary School	35 School Street, South San Francisco
Monte Verde Elementary School	2551 St. Cloud Drive, San Bruno
Ponderosa Elementary School	295 Ponderosa Road, South San Francisco
Skyline Elementary School	55 Christen Avenue, Daly City
Spruce Elementary School	501 Spruce Avenue, South San Francisco
Sunshine Gardens Elementary School	1200 Miller Avenue, South San Francisco

Middle Schools

Alta Loma Middle School	116 Romney Avenue, South San Francisco
Parkway Heights Middle School	825 Parkway Avenue, South San Francisco
Westborough Middle School	2570 Westborough Boulevard, South San Francisco

High Schools

El Camino High School	1320 Mission Road, South San Francisco
South San Francisco High School	400 B Street, South San Francisco
Baden High School	825 Southwood Drive, South San Francisco

EXHIBIT A

SIGNED: _____

SIGNED: _____

ORIGINAL

Other Facilities

South San Francisco Adult Education	825 Southwood Drive, South San Francisco
Children's Center	530 Tamarack Lane, South San Francisco
District Offices	398 B Street, South San Francisco
Foxridge (Community Day School)	2525 Wexford Avenue, South San Francisco
Sierra Vista (Training Center)	257 Longford Drive, South San Francisco
Hillside (pre-K)	1400 Hillside Boulevard, South San Francisco

Renovation, Repair and Construction

- ✓ Major renovation, repair and construction at the following school sites: Buri Buri Elementary School, Martin Elementary School, Alta Loma Middle School, Parkway Heights Middle School, South San Francisco High School
- ✓ Replace deteriorating portable classrooms with new permanent classroom buildings and support facilities
- ✓ Construct additional classrooms, classroom buildings and school support service space at sites where needed
- ✓ Upgrade and/or renovate science classrooms and labs to provide facilities equipped to meet all curriculum and safety requirements
- ✓ Repair/replace deteriorated roofs or portions of roofs to extend the useful life of school facilities
- ✓ Repair/rehabilitate classroom buildings and other structures in need of strengthening for earthquake safety
- ✓ Improve student safety by replacing, upgrading and / or installing fire- and life-safety systems, emergency communications systems, and security systems including alarms, smoke- and fire-detection systems and sprinklers, and building and campus security improvements including fencing, locks, exterior lighting, etc.
- ✓ Upgrade outdated electrical, heating and ventilation, and power generation and distribution systems, to provide for basic facilities operating needs, meet the requirements of technology upgrades, etc.
- ✓ Replace, repair or upgrade aging and /or inadequate gas lines, and plumbing & drainage systems, including water supply, water heating, wastewater systems, and plumbing fixtures; within buildings and sites and to connect with city supply and drainage systems
- ✓ Renovate and/or construct restrooms to replace deteriorating facilities with upgraded toilet facilities
- ✓ Provide improvements to comply with the requirements of the Americans with Disabilities Act ("ADA") and state building codes. These improvements may include upgrades,

[Signature]

[Signature]

ORIGINAL

modifications, and construction of restrooms, classrooms and other school facilities such as ramps, paths, doors, and parking

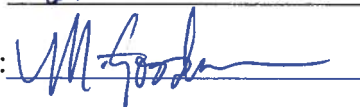
- ✓ Upgrade and/or renovate school libraries and theaters, and construct new libraries, gymnasiums and/or multipurpose rooms for instructional, athletic and physical education, and performing arts uses, as well as community uses
- ✓ Renovate, improve, construct and/or repair athletic fields, tracks and turf, swimming pool, bleachers, lighting, fencing, etc., including irrigation and drainage, to improve student safety and allow greater use of school facilities including community use
- ✓ Improvement of school grounds, including paths, ramps, school entry areas, outdoor student eating areas, student drop-off areas, and parking; construct new outdoor performance/instruction spaces for classes, school event, and community use
- ✓ Replace / upgrade / install new classroom teaching tools and educational equipment, including smartboards, computers, digital projectors, audio and video recording and editing equipment, etc.
- ✓ Furnish and equip classrooms, athletic facilities and other facilities, including replacement of equipment on an ongoing basis, as needed
- ✓ Upgrade voice and data communication systems, including wired and wireless network equipment
- ✓ Upgrade buildings with efficient technologies to conserve energy and reduce costs, such as energy-efficient windows, window coverings, improved insulation, and climate control systems
- ✓ Install solar panels and power-generating equipment, and other alternative/renewable energy systems
- ✓ Remove, dispose of, and otherwise remediate hazardous materials, including asbestos, lead, etc., where necessary
- ✓ Address unforeseen conditions revealed by renovation / construction (including plumbing breaks, dry rot, seismic, structural defects, etc.)
- ✓ Necessary site preparation and restoration in connection with new construction, renovation or remodeling, or installation or removal of portable classrooms, including demolition and replacement of existing structures; removing, replacing, or installing irrigation, drainage, utility lines (gas, water, sewer, electrical, data and voice, etc.), trees and landscaping; relocating fire access roads; and acquiring any necessary easements, licenses, or rights of way to the property
- ✓ Rental or construction of storage facilities and other space on an interim basis, as needed, to accommodate construction materials, equipment, personnel, and interim classrooms

EXHIBIT A

SIGNED:



SIGNED:



ORIGINAL

(including relocatables) for students and school functions or other storage for classroom materials displaced during construction

- ✓ All other work, furnishing and equipping, necessary and incidental to specific projects described above.

For any project involving renovation, rehabilitation or repair of a building or the major portion of a building, the District shall be authorized to proceed with new replacement construction instead (including any necessary demolition), if the Board of Trustees determines that replacement and new construction is more practical than renovation, rehabilitation and repair, considering the building's age, condition, expected remaining life, comparative cost, and other relevant factors.

<<<<<-----END OF FULL TEXT OF MEASURE.

EXHIBIT A

SIGNED: _____

SIGNED: _____

Addendum A: Agreed To Letter of Assent

[Date]
[Addressee]
[Address]
[City and State]

Re: (NAME OF PROJECT),
Program 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), Program 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)

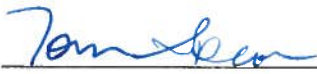
(Telephone Number)

(Facsimile Number)

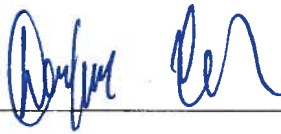
International Association of Heat and Frost
Insulators & Asbestos Workers Local #16


Date: 3-2-11

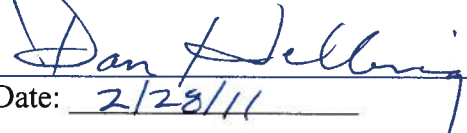
Brick Layers & Allied Crafts Local #3


Date: _____

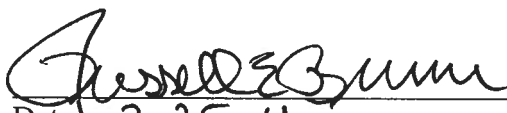
International Brotherhood of Electrical
Workers Local Union #617


Date: _____

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


Date: 2/28/11

International Union of Operating
Engineers Local Union #3


Date: 2-25-11

United Association of Plumbers &
Steamfitters Local Union #467


Date: 2-17-11

Carpenters 46 Northern
California Counties Conference
Board


Date: 2-9-11

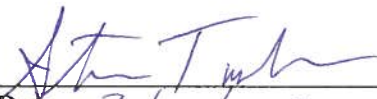
Northern California Carpenters
Regional Council


Date: 2-9-11

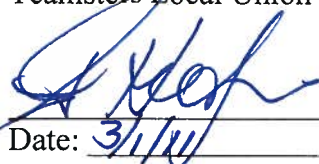
District Council of Plasterers &
Cement Masons of No. California


Date: 3-2/11

Roofers & Waterproofers Local Union #40


Date: 3/7/2011

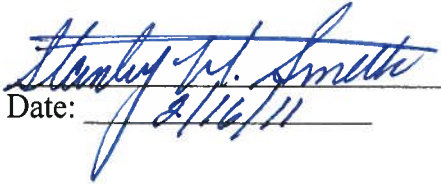
International Brotherhood of
Teamsters Local Union #853


Date: 3/1/11

Sheet Metal Workers Local Union #104


Date: _____

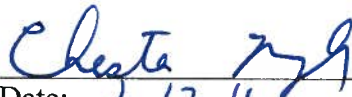
Sprinkler Fitters Local Union #483


Date: 2/16/11

Laborers Local Union #389


Date: 2/25/11

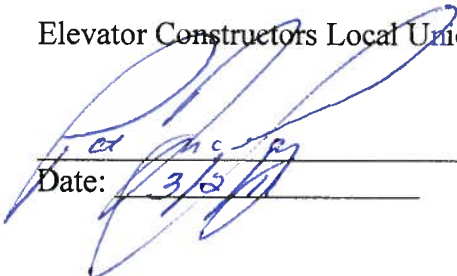
Plasterers Local Union #66


Date: 2-17-11

U.A. Local Union #355


Date: 03-02-2011

Elevator Constructors Local Union #3


Date: 3/2/11

Laborers Local Union #67


Date: 3-10-11

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


Date: 3/2/11