

PROJECT STABILIZATION AGREEMENT  
FOR SAN FRANCISCO INTERNATIONAL AIRPORT'S  
MASTER PLAN CONSTRUCTION PROJECT

INTRODUCTION/FINDINGS

As part of the San Francisco Bay Area's air transportation network, the San Francisco International Airport ("SFIA") currently serves 67 percent of the domestic passenger market and 98 percent of the international passenger market. SFIA's international passenger traffic is forecast to increase by 80 percent by the year 2006 and its total passenger traffic is forecast to increase from 31 million passengers in 1991 to 51 million passengers in 2006.

In order to accommodate this growth and to develop the enormous economic potential of the San Francisco Bay Area, the City and County of San Francisco, through its Airports Commission, has decided to embark upon a \$2.4 billion expansion of SFIA known as the "Master Plan."

SFIA's "Master Plan Construction Project" will create 3,500 construction jobs and 500 related jobs. The Project will also generate \$43 million in local taxes.

The purpose of this Agreement is to promote efficiency of construction operations during SFIA's Master Plan Construction

Project ("the Project") 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 Project.

WHEREAS, the successful completion of the Project is of the utmost importance to the general public in the San Francisco Bay Area; 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 project 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 City and County of San Francisco, 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 Project by the Contractor/Employer(s), and further, to encourage close cooperation among 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 Project, 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 Project will be awarded in accordance with the applicable provisions of the San Francisco Charter and the San Francisco Administrative Code; and

WHEREAS, this Agreement is not intended to have an adverse impact on the constitutional duty of the City and County of San Francisco and the Airport to maximize business opportunities for minority and women businesses in Airport contracts, including the Master Plan Construction Project, as set forth in Administrative Code Chapter 12D; and

WHEREAS, the Airports Commission has the absolute right to select the lowest reliable and responsible bidder for the award of construction contracts on the Project; and

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

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

#### ARTICLE I

#### DEFINITIONS

- 1.1 "Agreement" means Project Stabilization Agreement.
- 1.2 "Commission" means the San Francisco Airports Commission and the administrative staff under the Director of Airports.
- 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 Commission or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the Commission and which incorporate the Agreement.

1.4 "Construction contract" means all public works or improvement contracts which have been certified by the Controller on or after July 1, 1996, and which are necessary to complete the Master Plan Construction Project.

1.5 "Project" means the Master Plan Construction Project(s), and includes remodeling, replacement, construction and/or relocation of the international terminal, as well as facilities related to airline support, airline maintenance, general aviation, airfreight and parking.

1.6 "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 organizations whose names are subscribed hereto and who have

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through their officers executed this Agreement ("Signatory Unions").

1.7 "Project Manager" means the person or persons or business entity designated by the Commission to oversee all phases of construction on the Project.

1.8 "Director" means the Director of Airports of the City and County of San Francisco.

## 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, the Commission 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 Commission as part of the Project. Appendix A, attached to this Agreement and



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incorporated herein by reference, is a list of construction contracts expected to be certified by the Controller on or after July 1, 1996. The Commission has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) identified as part of the Project. Should the Commission remove any contract listed in Appendix A from the Project and thereafter authorize that construction work be commenced on the contract, the contract shall be performed under the terms of the Agreement. Once a construction contract is completed it is no longer covered by this Agreement. For the purposes of this Agreement, a construction contract shall be considered completed upon acceptance of the work by the Director.

2.3 Project Labor Disputes: All project labor disputes involving the application or interpretation of a 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 Project Stabilization Agreement shall be subject to resolution by the Joint Administrative Committee and the grievance arbitration procedure set forth herein.

2.4 Exclusions:

(1) The Agreement shall be limited to construction work on the Master Plan Project for construction contracts which are certified by the Controller on or after July 1, 1996, and is not intended to, and shall not govern any construction work performed at SFIA 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 Commission which are outside the approved scope of the Project.

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

(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 Commission 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 the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement.

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 as it may from time to time be modified 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.

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.

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ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, Commission and Contractor/Employers agree that for the duration of the Master Plan Construction Project:

(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 the Project, at the job site of the Project or at any other facility of the City and County of San Francisco because of a dispute on the Master Plan Project. Disputes arising between the Unions and Contractor/Employers on other City projects are not governed by the terms of the Agreement.

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

(3) If a collective bargaining 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 collective bargaining agreement, the



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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 collective bargaining agreement is reached between the Union and Employer. If the new or modified collective bargaining agreement reached between the Union and Employer provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees employed on the project within seven (7) days.

4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition 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 Sam Kagel (if he is unavailable, Jerry McKay) whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, he shall appoint an alternate. Notice to the arbitrator shall be by the

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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 arbitrator named above or his alternate shall 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

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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.

#### ARTICLE V

##### PREJOB CONFERENCE

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



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orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the Project.

## 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 the Project will be required to become members and maintain membership in the appropriate Union after 30 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 required by law.

## ARTICLE VIII

### REFERRAL

8.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor/Employer has his/her own core workforce, the

Contractor/Employer shall not be bound by the provisions contained in this Article until such time as he/she may require employees for covered work in addition to his/her core workforce. An employee shall be considered a member of a Contractor/Employer's core workforce for the purposes of this Article if the employee's name appears on the Contractor/Employer's active payroll for 60 of the 100 working days before award of the construction contract.

8.2 Contractor/Employers shall 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.

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 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 craftpersons 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 meeting the needs of the Project 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, apprentices and trainees on this Project 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 or other form of deferred compensation plan, apprenticeship, and health benefit funds 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 to satisfy their obligation under this Article except that Contractor/Employers who are signatory to collective bargaining agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining 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.

## ARTICLE X

### EMPLOYEE GRIEVANCE PROCEDURE

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 Project shall be bound to the grievance procedure contained in the Master Agreement of the craft representing the employee(s) involved in the dispute upon the Contractor/Employer's 31st day of work on a contract covered by this Agreement. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by the Agreement. Such Contractor/Employer shall not impose discipline or dismissal on its employees covered by this Agreement without just cause.



ARTICLE XI

SAN FRANCISCO CHARTER AND ADMINISTRATIVE CODE

11.1 All construction contracts identified by the Commission as part of the Project shall include the following requirements. Such provisions include, but are not limited to:

(1) All persons who perform labor in the execution of a construction contract shall be paid the highest general prevailing rate of wages in private employment for similar work as provided in Section A7.204 of the 1996 San Francisco Charter;

(2) All contractors and subcontractors shall provide information concerning their experience, financial qualifications, including proof of a current Business Tax Registration Certificate, and ability to perform said contract or subcontract.

In addition to the above requirements, the Contractor/Employers and Unions understand and agree that all construction contracts shall be awarded in accordance with other applicable provisions of the 1996 San Francisco Charter ("Charter") (effective July 1, 1996), and the San Francisco Administrative Code ("Administrative Code") (and any future amendments applicable thereto), including, but not limited to:

- Administrative Code Section 6.1 (award of construction contracts to the lowest reliable and responsible bidder);
- Administrative Code Section 6.58 (Disqualification of Irresponsible Contractors);
- Administrative Code Section 6.55 and Chapter 12B (prohibition on discrimination); and Administrative Code Chapter 12D (Minority/Women/Local Business Utilization Ordinance.)

## ARTICLE XII

### COMPLIANCE

12.1 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. The Commission shall establish a compliance unit to investigate and monitor compliance with the applicable provisions of the Charter and the Administrative Code, including, but not limited to, the prevailing wage requirements of the Charter, and the affirmative action provisions of the Administrative Code, and to recommend to the Director enforcement measures to ensure the Contractor/Employer's compliance with the contract conditions of a construction contract. The compliance unit shall report to the



Director on a quarterly basis such information as will enable the Director to determine whether or not participation by minority and/or women-owned businesses is/are being adversely impacted by any or all provisions of this Agreement. The Director shall report such information to the Commission and, after consultation with the affected Contractor/Employer(s) and Unions, shall recommend to the Commission appropriate enforcement measures to ensure compliance with the provisions of the Charter and Administrative Code.

#### ARTICLE XIII

##### JOINT ADMINISTRATIVE COMMITTEE

13.1 The parties to this Agreement shall establish a four (4) person Joint Administrative Committee. This Committee shall be comprised of one (1) representative selected by the Commission; one (1) representative of the Project Manager; and two (2) representatives of the signatory Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

The Joint Administrative Committee shall meet as required but not less than once each quarter to review the implementation of the Agreement and the progress of the Project and resolve problems and/or grievances by majority vote with such resolutions to be

binding on all signatories of the Agreement as provided herein. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement, except those pertaining to the provisions of the Charter and Administrative Code of the City and County of San Francisco, shall be referred directly to the Joint Administrative Committee for resolution. Disputes involving the application or interpretation of the Charter and/or Administrative Code shall be resolved, if not otherwise settled by the agreement of the Contractor/Employer(s), Unions and Commission, exclusively, by a court of competent jurisdiction.

#### ARTICLE XIV

##### GRIEVANCE ARBITRATION PROCEDURE

14.1 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



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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 14.1 may be extended by mutual agreement (oral or written) of the parties.

14.2 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 Joint Administrative 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 Joint Administrative Committee), to confer in an attempt

to resolve the grievance. 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 the following named arbitrators shall serve on a rotational basis in the order listed below:

1. Sam Kagel; 2. Jerry McKay; 3. David Concepcion;
4. Barbara Bridgewater; 5. Barbara Chvany; 6. Joe Grodin; and 7. Kathy Kelly.

In the event that any of the above-listed Arbitrators are unable or unavailable to serve in turn, the parties agree that the next available arbitrator shall serve and the rotation shall not be disturbed. The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall



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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 no later than fourteen (14) calendar days from the date of his 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 13.2 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 a request for an 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.

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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 XV

JURISDICTIONAL DISPUTES

15.1 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.



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Step 3: If no settlement is reached within five (5) calendar days, such dispute shall be referred to and settled by the 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; and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them.

15.2 If any Union or Contractor/Employer fails to immediately and fully comply with a final decision rendered in any jurisdictional dispute, the Commission, 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.

15.3 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 Project by reason of a jurisdictional dispute, the Commission and/or the Contractor/Employer affected by said Union conduct, shall have the right to seek full legal redress in the Courts of

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California, including injunctive relief and damages, without first complying with or exhausting the procedures set forth in this Article and/or Article XIII for the resolution of such jurisdictional dispute.

ARTICLE XVI

MANAGEMENT RIGHTS

16.1 The Contractor/Employers shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

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



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word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

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 that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the Commission 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 Commission as

part of the Project which are certified by the Controller on or after July 1, 1996.

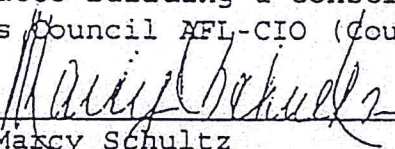
18.2 The Agreement shall continue in full force and effect until the completion of the Project.

AIRPORTS COMMISSION

By:   
John L. Martin  
Director of Airports

Date: 5/16/96

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

By:   
Marcy Schultz  
Business Manager

Date: 5/16/96

ALL OTHER NECESSARY SIGNATURES ARE REFLECTED IN ORIGINAL DOCUMENT.



AIRPORTS COMMISSION

By: \_\_\_\_\_  
John L. Martin  
Director of Airports

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Marcy Schultz  
Business Manager

Date: \_\_\_\_\_

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

Bay Counties District Council  
of Carpenters

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

International Brotherhood of  
Boilermakers, Iron Ship  
Builders, Blacksmiths, Forgers  
Local #549

Carpet & Linoleum Layers  
Local #12

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_

International Brotherhood of  
Electrical Workers Local #617

Operative Plasterers & Cement  
Masons Local Union #583

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_

Elevator Constructors Local #8

Construction & General  
Laborers Local Union #389

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Date: \_\_\_\_\_

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Date: \_\_\_\_\_

International Union of  
Operating Engineers Local #3

Lathers Local Union #68-L

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Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Glazers & Glassworkers Local #718

Millwrights Local Union #102

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Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Hod Carriers Local #36

International Brotherhood of  
Painters & Allied Trades Local  
Union #913

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Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

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

Pile Drivers Local Union #34

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Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_



United Association of Plumbers  
and Pipefitters Local Union #467

Date: \_\_\_\_\_

Roofers Local Union #40

Date: \_\_\_\_\_

Sheet Metal Workers Local #104

Date: \_\_\_\_\_

Operative Plasterers Local #66

Date: \_\_\_\_\_

Sprinkler Fitters Local #483

Date: \_\_\_\_\_

Brick Layers & Allied Crafts  
Local #3

Date: \_\_\_\_\_

International Brotherhood of  
Teamsters Local Union #216

Date: \_\_\_\_\_

Approved as to Form

Louise H. Renne, City Attorney

By: \_\_\_\_\_  
Mara E. Rosales  
Airports General Counsel

~~Final Agreement for Distribution, Dated \_\_\_\_\_, 1996~~

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May 6, 1996



Side Letter

The parties to the Project Stabilization Agreement for San Francisco International Airport's Master Plan Construction Project recognize and understand:

1. That a principal purpose of the Project Stabilization Agreement is to maximize the potential for stable, harmonious working conditions on the Master Plan Construction Project and completion of the Master Plan work without disruption or delay resulting from labor disputes;

2. That there will be other construction work and ongoing operations on and adjacent to the Airport property during the course of the Master Plan Construction Program which construction work and ongoing operations will not be part of the Master Plan Project and therefore not subject to the terms of the Project Stabilization Agreement; and,

3. That the labor organizations signatory to the Project Stabilization Agreement have not waived their legal ~~rights to undertake otherwise lawful activity with regard to any~~ dispute or disputes which they may have regarding non-Master Plan construction work and operations.

Recognizing the above circumstances and in order to carry out the principles of the Project Stabilization Agreement, the parties to that Agreement agree:

1. Should a signatory union have a dispute with regard to non-covered work on or adjacent to Airport 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 Airports Commission (and its Construction 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 Airport, and to the importance of the continuity of the work covered by the Project Stabilization Agreement), and develop a program which allows the signatory union to exercise its legal rights, but at the same time minimizes (and, if possible, eliminates) any potential that such activity may adversely impact or have any disruptive effect on the ongoing Master Plan construction work; and

2. In developing such a program the representatives of the Airports Commission and the labor organizations will make every good faith effort to

(a) recognize and permit the involved signatory union(s) to undertake their activities in the broadest manner possible consistent with law and past practice on and around Airport property, and



(b) avoid having such activities have any disruptive impact or affect on the Master Plan Construction Projects;

and, finally,

(3) Should either the Council (or any signatory union) or the Commission (or its Construction Manager/Project Contractors) become aware of a possible or actual labor dispute involving non-Master Plan Construction Work or operations and involving non-signatory unions which may result in public activity on or about the Airport 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 Master Plan construction contracts.

Building and Construction  
Trades Council of San Mateo County

By: Marcus Schultz  
Marcy Schultz  
Secretary

San Francisco Airports  
Commission

By: John L. Martin  
John L. Martin  
Director of Airports



# THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF SAN MATEO COUNTY

*A Council of San Mateo County Construction Unions*

1153 CHESS DRIVE, FOSTER CITY, CA 94404 (415) 358-9977



PRESIDENT: PAUL MANION

BUSINESS MANAGER/TREASURER: MARCY SCHULTZ

## SIDE LETTER

In order to accommodate the economic growth and development of the San Francisco International Airport, and to insure minorities and women full participation in the positive economic outcome, it is agreed as follows:

The Building and Construction Trades Council of San Mateo County, the participating community based organizations:

Mission Hiring Hall  
Ella Hill Hutch Community Center  
Young Community Developer  
Bayshore Employment Services Inc.  
Chinese for Affirmative Action

and the San Francisco International Airport, recognizing the collective strengths and resources when teamed in a partnership, will empower minority and women communities with expanded opportunities in employment within the building and construction industry.

1. With the approval and financial support of the San Francisco International Airport, the Building Trades Council and the participating community based organizations will develop an airport-sponsored INFORMATION CENTER to incorporate the following:

- a. Establish information and requirements for apprenticeship in each construction craft.
- b. Establish procedures for referral of minority and women workers to Building Trades Council unions for apprenticeship programs and/or journeyman testing.
- c. Establish communication procedures between participating community based organizations regarding contractor requests for workers and union hiring hall referrals.
- d. The Information Center shall establish a list of all applicants for referrals from the participating community based organizations.



e. The Information Center shall establish a procedure for monitoring the hiring of minorities and women and provide analysis for job placement and retention.

f. The local hiring halls shall contact the Information Center for minority and female workers and apprenticeship applicants for employment with - contractors provided the local hiring halls are unable to fulfill the request for minority workers from their current out of work lists.

g. To insure the success of this program, a committee shall be established comprised of three representatives from the participating community based organizations, three representatives from the Building Trades Council and one representative from the San Francisco International Airport. They will meet on a regular basis for the purpose of implementing the program's components.

2. A member of the participating community based organizations and representatives of the Building Trades Council will attend the pre-job conferences sponsored by the San Francisco International Airport.

3. The Building Trades Council of San Mateo County and participating community based organizations shall continue further discussions on the issue of limited english construction workers for the project. Until future consensus is reached, both parties shall examine existing bi-lingual, vocational training programs, collaboration with city colleges and collaboration with existing ESL vocational training programs.

4. Affirmative Action and Outreach Program guidelines (to be supplied by Tsa Ming)

Mary Schultz  
Building Trades Council of San  
Mateo County

B. E. ...  
Mission Hiring Hall

Donald ...  
Young Community Developer

Tsa Ming  
Chinese for Affirmative Action

Date: 5/14/46

[Signature]  
San Francisco International Airport

Richard Brown  
Ella Hill Hutch Community Center

Sharon G. Williams  
Opportunities Industrial Center  
West/Project Build



APPENDIX A  
 San Francisco International Airport  
 Master Plan Contracts  
 Certified by Controller on or After July 1, 1996  
 (Project Stabilization Agreement)

Contract Number	Description
3606.B	Hazmat/Demo - Boarding Area "A" Remainder of Demo/Remed.
3606.C	Hazmat/Demo - Blue Hangar (Pan Am) Abatement/Demo
3606.D	Hazmat/Demo - Old Flight Kitchen Abatement/Demo
3606.E	Hazmat/Demo - Existing ERF #1 Building Abatement/Demo
3606.F	Hazmat/Demo - Taxiways H & M Remediation
3606.G	Hazmat/Demo - Boarding Area "A" Apron Remediation
3606.H	Hazmat/Demo - TWA Cargo Abatement/Demo
3606.I	Hazmat/Demo - ART Remote Corridor & Maint Fac Remed
3606.J	Hazmat/Demo - Budget/Dollar Abatement/Demo/Remediation
3606.K	Hazmat/Demo - West Field Area Remediation (Lot D expansion)
3606.L	Hazmat/Demo - Existing IT & Boarding Area D Abatement
3606.M	Hazmat/Demo - Cargo Building 7 Abatement/Demo
3606.N	Hazmat/Demo - Police Admin. Facility Abatement
3606.O	Hazmat/Demo - Plot 50 Fed Ex Abatement/Demo
3606.P	Hazmat/Demo - International Terminal Remed. incl. East Underpass
3606.Q	Hazmat/Demo - Temp Car Rental Fac. Demolition/Remediation (Plot 1)
3606.R	Hazmat/Demo - Plot 3 Remediation
3606.S	Hazmat/Demo - Roads Remediation
3606.T	Hazmat/Demo - Gate 75A/Utility Tunnel Remediation
5450.A	Boarding Area "D" Remodel
5500.E	I.T. General Construction
5500.F	Baggage Handling System
5500.G	Conveying Systems (I.T., B/A's (A) & (G))
5500.H	I.T. Special Systems Rough-In Conduit
5500.I	I.T. Energy Management Control Systems
5500.P	I.T. North Connector Building
5510.E	B/A "A" General Construction
5510.I	B/A "A" Energy Management Control System
5511.A	Boarding Area "A" Aircraft Apron
5512.A	Hydrants/Fueling for Boarding Area "A"
5515.B	Security & Special Systems - System Integration Construction
5515.C	Security & Special Systems - Installation
5515.D	Security & Special Systems - Testing
5520.G	B/A "G" Conveying Systems
5520.L	B/A "A" & "G" Load Bridges/Docking/Potable Water
5521.A	Boarding Area "G" Apron
5522.A	Hydrants/Fueling B/A "G" Installation
5530.A	Taxiways "A" & "B" Realignment
5531.A	Taxiway "M"
5540.A	New Tunnel G Interior



APPENDIX A  
 San Francisco International Airport  
 Master Plan Contracts  
 Certified by Controller on or After July 1, 1996  
 (Project Stabilization Agreement)

Contract Number	Description
5600.B	IT Parking Garages - Pile Driving
5600.C	IT Parking Garages - Building
5601.H	Utility Tunnel & Utility Relocation
5603.A	Interim Parking Improvements
5606.A	Police Station - Main Facility
5620.A	Emergency Ops Facility/Comm Center
5670.A	Concourse H/Airport BART Station (incl. non-Master Plan Funds)
5700.A	ART Contract 1 Guideway Construction East of IT
5700.B	ART Contract 2 Guideway Construction West of IT (incl. non-Master Plan Funds)
5701.A	ART Maintenance Facility
5703.A	ART Operating Systems - Turnkey Supply
5703.B	ART Operating System O & M
5704.A	ART Graphics
5705.A	ART Landscaping
5706.A	ART Domestic Terminal Stations (3)
5709.A	ART W.Field/Lot D Stations
5750.B	N. Field Cargo Facility Building
5750.C	N. Field Cargo Facility Apron/Parking Areas & Taxiway
5801.B	TWA Cargo Remodel Phase 2
5828.A	Emergency Response Facilities #1 & #2
5832.A	Emergency Response Facility #4
5850.A	West Cargo Facility
5851.A	Lot D Parking Addition
5853.A	Service Station
5900.A	Steel Pile Procurement Package
5900.B	Surface Roadway Realignment
5900.C	Bridge, Piles, Pile Caps, and Columns
5900.D	Elevated and Surface Circulation Roadways
5900.E	Roadway Signage
5901.A	Seaplane Harbor Road
5901.B	USCG Perimeter Rd
5902.B	North Access Rd 4 Lanes
5903.A	McDonnell Rd Widening
5905.A	In/Outbound Ramps & Structure (incl. non-Master Plan Funds)
5908.A	Freeway Landscaping
5908.B	Airport Landscaping
5912.A	Install Automatic Vehicle Identification System
5950.B	Central Plant Equipment Installation
5960.A	Budget/Dollar Rental Car Relocation