



San Francisco Public Utilities Commission

WATER SYSTEM IMPROVEMENT PROGRAM

## PROJECT LABOR AGREEMENT



**SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
WATER SYSTEM IMPROVEMENT PROGRAM**

**PROJECT LABOR AGREEMENT**

This Project Labor Agreement (hereinafter, the “Agreement”) is entered into this March 27, 2007 by and between the San Francisco Public Utilities Commission, its successors or assigns, and the construction contractors and subcontractors of whatever tier directly executing this Agreement or the Letter of Assent, (hereinafter, collectively, the “Contractor” or “Contractors”) and the signatory craft unions (hereinafter, collectively the “Union” or “Unions”), with respect to the construction work within the scope of this Agreement owned by the San Francisco Public Utilities Commission (hereinafter, the “SFPUC” or the “Owner”) and financed by the funds authorized pursuant to the revenue Bond Proposition A and by Proposition E, passed by the voters of San Francisco on November 5, 2002, and designated for the construction or major renovation/seismic upgrade of the water delivery system.

It is understood by the parties to this Agreement that if this Agreement is acceptable to the SFPUC pursuant to Proposition E section 8B.127 November 2002, it will become the policy of the SFPUC that the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to be bound by the terms of this Agreement through execution of it or the Letter of Assent. The SFPUC, through its Designated Representative shall administer this Agreement and shall monitor compliance with it by all Contractors and Unions. For purposes of this Agreement, each Contractor recognizes and appoints the Designated Representative as its agent, with full, independent authority to implement and administer this Agreement and, when and if appropriate or necessary, negotiate amendments to this Agreement. Together with the Union parties, the SFPUC shall be considered a “negotiating party” of this Agreement.

**ARTICLE I  
PURPOSE**

**Section 1.1** The SFPUC is undertaking an estimated \$4.3 billion program to rebuild and seismically upgrade Hetch Hetchy Water System’s aging pipelines, tunnels, reservoirs, pump stations, storage tanks and dams. The capital improvement program, referred to hereinafter as the Water System Improvement Program (“WSIP”), is a comprehensive program involving numerous individual projects.

**Section 1.2** The purpose of this Agreement is to promote efficiency of construction of the WSIP (“the Project”) by facilitating communication, education and partnerships among the SFPUC, Unions, Contractors, and contract-enforcement agencies to identify and resolve issues, to enhance understanding and compliance with the labor-related policies and regulations, and to 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.

## **ARTICLE II** **SCOPE OF AGREEMENT**

**Section 2.1** This Agreement hereinafter designated as the “Water System Improvement Project Labor Agreement” or “WSIPLA” shall apply and is limited to construction as defined in Section 2.2 performed by contractors of whatever tier who have contracts awarded for such work on or after the effective date of the WSIPLA, with regard to the construction or any other construction-related activities necessary to the “Project”; except that work performed under the NTL Articles of Agreement and the National Agreement of Elevator Constructors, with the exception of Article VI, VII and VIII of this Agreement shall apply.

**Section 2.2** This Agreement shall apply to all on-site construction work on the Project. This shall include all construction work as defined in San Francisco Administrative Code, Section 6.1(I) and contained within the scope of the construction contracts executed for the Projects contained in Appendix A. (For informational purposes only, San Francisco Administrative Code, Section 6.1(I) is attached hereto as Appendix B).

**Section 2.3** The parties acknowledge that conditions may require that the SFPUC combine or divide projects under the WSIP, and that this combination or division of projects may affect the scope of the Agreement. In order for the parties to the Agreement to be able to track any changes that might arise, the SFPUC shall provide the Joint Administrative Committee (as defined in Article XVII of this Agreement) with WSIP Quarterly Reports, including detailed and updated project descriptions, scopes, budgets, schedules, etc. In the event of a dispute as to applicability of the PLA to any project contained within a Quarterly Report, the Joint Administrative Committee shall determine, at its first regularly scheduled meeting after receipt of said Quarterly Report, whether or not the combined or divided projects are covered under the Agreement. The Joint Administrative Committee shall meet prior to its regularly scheduled meeting to resolve any dispute should construction bid schedules require an earlier meeting. The Joint Administrative Committee shall use Appendix A as a template in any such determination of coverage. Cost estimates and/or division of projects may not be manipulated for the purpose of avoiding coverage of this Agreement.

**Section 2.4** To the extent consistent with the National Labor Relations Act, all hauling work done physically on the site of construction or hauling to any non-remote facility that is owned, leased or controlled by the San Francisco Public Utilities Commission and dedicated to the Water System Improvement Program shall be covered by the terms and conditions of this Agreement.

**Section 2.5** It is further agreed that this Project Labor Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or

subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

**Section 2.6** It is understood that the Owner may at any time and at its sole discretion determine to build segments of the Project under the WSIPLA not currently proposed, or to modify or to build any one or more of the particular segments proposed to be covered.

**Section 2.7** Items specifically **excluded** from the scope of the WSIPLA include the following:

- (a) Work of non-manual employees, including but not limited to: superintendents; supervisors above the level of general foreman; staff engineers; inspectors, quality control and quality assurance personnel except that the classifications of surveyors, on-site inspectors, material testers, and/or x-ray technicians that are customarily covered by the Local Collective Bargaining Agreement(s) and as to which classification(s) a prevailing wage determination has been published shall be covered by this Agreement; timekeepers; mail carriers; clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees. Superintendents and other non-covered employees on Project work may, at their option, and with the agreement of the involved Jointly-Trusted Fund(s) contribute to and participate in such Fund(s).
- (b) Equipment and machinery owned or controlled and operated by the SFPUC.
- (c) All off-site manufacture and handling of materials, equipment or machinery, except at dedicated project lay-down or storage areas, except as modified by Side Letters of Agreement as contained in Appendix C.
- (d) All employees of the SFPUC, Designated Representative, Project Manager, Program Manager, Construction Managers and Design Team (including, but not limited to, architects and engineers, or any other consultant for the SFPUC and their sub-consultants, and other employees of professional service organizations);
- (e) Any work performed on, near, or leading to or into the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors, and/or by the SFPUC or its contractors for work which is not within the scope of this Agreement;
- (f) Off-site maintenance of leased equipment and on-site supervision of such work;

- (g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee; provided, however, that the manufacturer or vendor can demonstrate by enumeration of specific tasks that the work cannot be performed by covered employees;
- (h) All work by employees of the SFPUC involved in general maintenance, emergency repair, cleaning work, and/or any work of an emergency nature as determined by the SFPUC General Manager;
- (i) Laboratory work for specialty testing or inspections.

**Section 2.8** The SFPUC and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or nonexistence of any agreement between such contractor and any union party, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement, should such contractor be awarded work covered by this Agreement. In making such awards of work, the SFPUC and the Contractors recognize the SFPUC's programs and goals to include small, local business enterprises as contractors or subcontractors on the Project and all parties to the Agreement shall make their best good faith efforts to effectuate these provisions of the Agreement. Such good faith efforts shall be intended to insure that micro and small local business enterprises, as defined in San Francisco Administrative Code section 14B, are given a full opportunity to competitively bid for work on the Project. It is agreed that all contractors and subcontractors, of whatever tier, whom have been awarded contracts for work covered by this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent, prior to the commencement of work. Each Contractor and Subcontractor shall provide a copy of the Letter of Assent, contained in Appendix D, to the Union prior to commencement of work.

**Section 2.9** The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.

**Section 2.10** The provisions of the WSIPLA shall apply to the work covered notwithstanding the provisions of any local, area and/or national agreement that may conflict with or differ from the terms of the WSIPLA. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail. Copies of all collective bargaining agreements of the signatory Unions ("Scheduled As") shall be on file with the PUC and shall be available for inspection by all contractors seeking to bid on work for the Project.

It shall be the responsibility of the respective Building and Construction Trades Councils in each of the counties in which the projects are located to provide current and updated copies of all collective bargaining agreements as provided for herein.

Any dispute as to whether the WSIPLA or any local, area and/or national agreement governs the determination of wages, hours and working conditions of employees on the Project shall be resolved by an arbitrator to be determined under procedures in Article VI. It is understood that the WSIPLA is a stand-alone agreement and that by virtue of having become bound to the WSIPLA the Contractor will not be obligated to sign any other local, area or national agreement as a condition of performing work within the scope of WSIPLA.

**Section 2.11** The WSIPLA 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.

**Section 2.12** This Agreement shall be limited to the construction work within the scope of this Agreement, as it may be amended from time to time. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function, which may be performed or contracted by the SFPUC for its own account on its property or in and around a Project construction site.

**Section 2.13** It is understood that the liability of the Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the SFPUC or the Designated Representative and/or any Contractor.

**Section 2.14** None of the provisions of this Agreement shall be construed to prohibit or restrict the SFPUC or its employees from performing work not covered by this Agreement on or around the construction site.

**Section 2.15** It is understood that the SFPUC, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the SFPUC may prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the SFPUC's facilities and/or to mitigate the effect of the ongoing Project work on the businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes that it may deem necessary.

## **ARTICLE III** **UNION RECOGNITION AND EMPLOYMENT**

**Section 3.1** No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, on the Project. All employees shall, however, be required to be members in good standing with the referring union or to comply with the union security provisions of the applicable Schedule A on or before the eighth (8<sup>th</sup>) day of continuous or

cumulative employment on the Project for the period during which they are performing Project work. This shall include rendering payment of the applicable monthly dues and fees uniformly required for union membership in the local union which is signatory to this Agreement, to the extent such payments are consistent with federal law.

**Section 3.2** The Employer shall honor Union dues and initiation fees check-off pursuant to receipt of properly authorized dues deduction cards signed by its employees, along with other lawful authorizations from employees providing for deductions from wages.

**Section 3.3** The Contractor/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Schedule A.

**Section 3.4** The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, or any other protected classification, against any employee, or applicant for employment, on the Project.

**Section 3.5** The signatory Unions represent that their respective job referral systems are operated in a non-discriminatory manner and in full compliance with the federal, state, and local laws and regulations, requiring equal employment opportunities and non-discrimination.

**Section 3.6** The Unions will exert their utmost efforts to recruit sufficient numbers of skilled applicants to fulfill the workforce requirements of the Contractors. In the event the referral system maintained by the respective Union does not refer the required number of qualified applicants requested by the Contractor within a forty-eight (48) hour period after such request is made (Saturdays, Sundays, and holidays excepted), the contractor may withdraw the request and employ applicants from other sources.

**Section 3.7** The parties to the WSIPLA support the development of increased number of skilled construction workers from the residents of the SFPUC's service territory to meet the needs of the Project. Towards that end, the Unions agrees to encourage the referral and utilization, to the extent permitted by law, hiring hall procedures, and the Standards of the applicable Apprenticeship Program approved by the State of California, Division of Apprenticeship Standards, of qualified residents as journeymen, apprentices and trainees on this Project and entrance into such apprenticeship and training programs as may be operated by signatory Unions.

**Section 3.8** The Union(s) shall be the primary source of all craft labor employed on the Project. The parties recognize the SFPUC's interest in providing opportunities to participate on the Project to enterprises that may not have previously had a relationship with the Unions signatory to the WSIPLA. Therefore, in the event that a Contractor has his/her own core workforce, the Contractor may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

- (a) Possesses any license required by state or federal law for the Project work to be performed;
- (b) Has worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (c) Has been on the Contractor's active payroll for at least 500 hours in the calendar year immediately prior to the contract award; and
- (d) Has the ability to perform safely the basic functions of the applicable trade.

**Section 3.9** The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for each affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor has hired seven (7) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the contractor's work, the ratio shall be maintained and when the contractor's workforce is reduced, employees shall be reduced in the same ratio as core employees to hiring hall referrals as was applied in the initial hiring period.

**Section 3.10** Contractors signatory to Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Schedule A Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Schedule A Agreement(s) as they relate to such contractors.

## **ARTICLE IV** **MANAGEMENT RIGHTS**

**Section 4.1** The Contractor(s) retains full and exclusive authority for the management of its work force for all work performed under this Agreement. This authority includes, but is not limited to the right to:

- (a) Plan, direct and control the operation of all the work.
- (b) Decide the number and types of employees required to perform the work safely and efficiently. The lawful manning provisions of the applicable Schedule A shall be recognized.
- (c) Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required. The Contractor will determine the competency and qualifications of applicants and employees with the right to hire, reject, or terminate for just cause.
- (d) Assign and schedule work at its sole discretion and determine when overtime will be worked.
- (e) Discharge, suspension or discipline of employees will be handled under the applicable craft Schedule A.

**Section 4.2** Unless otherwise specified in this Agreement, the Contractor may use any method or techniques of construction. The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. Except as specifically provided for herein, there shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design.

## **ARTICLE V** **UNION REPRESENTATION AND STEWARDS**

**Section 5.1** Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with the posted visitor, security and safety rules and any other applicable rules and regulations. This section is not intended to interfere with the unions' right to administer this Agreement.

**Section 5.2** Each Union shall have the right to appoint a working steward for each shift who will be paid the journeyman rate of pay. Such designated steward shall

not perform any supervisory functions and will be permitted a reasonable amount of time to fulfill his duties. Stewards shall be the last employee of each craft's workforce to be laid-off provided they could perform the work provided by the Contractor. Prior notification of any lay-off or termination shall be given to the Union.

**Section 5.3** Stewards shall not have the right to determine when overtime shall be worked or who shall work overtime. Steward overtime shall be as provided in the applicable schedule A, provided the steward is qualified to perform the work available.

## **ARTICLE VI** **WORK STOPPAGES AND LOCKOUTS**

**Section 6.1** During the term of the WSIPLA there will be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, interference with the work or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee and there shall be no lockout by the Contractor. Signatory unions and employees shall refuse to honor picket lines or any work stoppages at the Contractor's project site.

In the event of any strike, sympathy strike, picketing, work stoppage, slowdowns, interference with the work or other disruptive activities, the Contractor may suspend all or any portion of the project work affected by such activity without penalty.

**Section 6.2** Withholding employees, but not picketing, for failure of a Contractor(s) to tender trust fund contributions as required in accordance with Article IX and/or for failure to meet its weekly payroll is not a violation of this Article; however, the Union shall give the affected Contractor, Project Manager and the SFPUC written notice no less than five working days prior to the withholding of employees. Should a Contractor performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request that the General Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund(s) until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds will provide written notice of the alleged delinquency to the affected Contractor, with copies to the General Contractor, the Project Manager and the SFPUC. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements and/or Trust Agreements.

Each General Contractor and subcontractor shall be required to certify in writing that it has paid all wage and benefit contributions due and owing prior to receipt of its final payment and/or retention. Further, upon timely notification by a Union to either: (a) the General Contractor (in the case of a delinquent subcontractor); or (b) the SFPUC (in the case of a delinquent General Contractor); the General Contractor or the SFPUC shall work with the subcontractor or General Contractor, respectively, that is delinquent in payments of benefit contributions or wages to assure that proper wage and benefit payments are made. The General Contractor or the SFPUC may withhold otherwise due payments owed the delinquent subcontractor or General Contractor until such payments have been made or otherwise guaranteed.

**Section 6.3** The International Union and its applicable Local Union shall not aid, abet, encourage any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall take all reasonable means to prevent or to terminate such activity. No employee shall engage in activities that violate this article. Any employee that participates in or encourages such activities will be subject to disciplinary action, including discharge.

**Section 6.4** Neither the International Union nor its applicable Local Union shall be liable for the acts of employees over which it has no responsibility. The International Union will immediately instruct, order and use the best efforts of its office to cause the Local Union(s) to cease any violations of this article. An International Union complying with this article will not be liable for the unauthorized acts of its Local Union. The principal officer or officers of the Local Union shall immediately instruct, order and use the best efforts of its office to cause the employees the Local Union represents to cease any violations of this article. A Local Union complying with these obligations will not be liable for the unauthorized acts of employees it represents. The failure of a Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

**Section 6.5** In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the International Union and/or Local Union have been notified of the fact.

- a) The party invoking this procedure shall notify Tom Angelo, the permanent Arbitrator agreed upon under this procedure. In the event the permanent Arbitrator is unavailable at any time, the party invoking this procedure shall notify William Riker, the permanent alternate Arbitrator agreed upon under this procedure. Notice to the Arbitrator shall be by the most expeditious means available, with notice by electronic means or any other effective written means, to the parties involved.
- b) Upon receipt of said notice, the permanent Arbitrator shall set and hold a hearing if it is contended that the violation still exists.

- c) The Arbitrator shall notify the parties by electronic means or any other effective written means, of the place and time he has chosen for such hearing. Said hearing shall take place within 24 hours of notice to the Arbitrator and shall be completed in one session unless the SFPUC and the affected parties agree on a longer period of time. Failure by any party or parties to attend such hearing shall not delay the hearing of evidence and issuance of award by the Arbitrator.
- d) The sole issue at the hearing shall be whether or not a violation of this Article has occurred. The issuance of award shall be within three (3) hours of the close of the hearing and may be issued without a written Opinion. If any party desires a written Opinion, one will 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 such Award shall be issued to all parties either by hand or registered mail upon issuance.
- e) Such Award may be enforced in a court of competent jurisdiction upon the filing of this Agreement and other relevant documents referred to hereinabove in the following manner. Facsimile notice of the filing of enforcement shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award, all parties waive the right to a hearing and agree that such hearings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for final order of enforcement. The Court's orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- f) Any rights created by statute or law governing arbitration hearings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to which such rights accrue. The fees and expenses of the Arbitrator shall be borne equally by the parties involved in the dispute.
- g) If the Arbitrator determines that a violation of Section 6.1 above has been committed by a Union or a Contractor, the party or parties found in violation shall pay as liquidated damages in amount not less than \$10,000, or more than \$25,000, at the discretion of the arbitrator, for each shift where the craft has not returned to work, or where the Contractor has not ceased its lockout. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall determine whether the specified damages in this Section shall be paid to the SFPUC or to the affected Contractor or to the affected Union, as the case may be. The Arbitrator shall retain jurisdiction to determine compliance with Sections 6.4 and 6.5 of this Article.
- h) The procedures contained in Sections 6.4 through 6.4(g) shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of the WSIPLA, including any underlying disputes alleged to be in

justification, explanation or mitigation of this Article, shall be resolved under the grievance procedure or jurisdictional dispute procedure of this Agreement.

## **ARTICLE VII** **GRIEVANCE PROCEDURE**

**Section 7.1** Any dispute alleging violation of the WSIPLA, excluding jurisdictional disputes and alleged violations of Article VI, shall be resolved in accordance with the procedures set forth herein. No grievance shall be recognized unless called to the attention of the Contractor by the Union or to the attention of the Union by the Contractor within ten (10) working days after the alleged violation was committed but in no event more than thirty (30) days after the grievant knew or reasonably should have known of the event giving rise to the dispute. Any dispute as to the interpretation or application of a Schedule A between a Union and an Employer signatory to that Schedule A, where such dispute involves an issue not covered in this Agreement, shall be resolved pursuant to the grievance and arbitration procedures contained in the respective Schedule A.

**Step 1.** The dispute shall be referred to the business representative of the Union involved and the Project superintendent and/or the Contractor's representative at the construction site.

**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 the time of five (5) business days after its referral, or such longer time as mutually agreed upon, it may be referred by either party to Step 3.

**Step 3.** If the grievance is not settled at Step 2, either party to the grievance may request the dispute be submitted to arbitration within seven (7) calendar days thereafter. The request for arbitration and/or the request for an extension of time must be in writing. The arbitrator shall be selected from among the following designated Arbitrators: Gerald McKay, Thomas Angelo, William Riker, Jerry-Lou Cossack and Alexander Cohn, who shall constitute a permanent panel of arbitrators and who shall be selected to hear disputes on a rotational basis. If none of the designated Arbitrators are available within a reasonable period of time to hear the dispute, the parties shall select an arbitrator by the alternate striking method from a list of seven (7) experienced Northern California construction industry labor arbitrators obtained from the American Arbitration Association.

**Section 7.2** The Arbitrator shall issue a written decision that will be served on all parties. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any provision of the WSIPLA. The Arbitrator's Award shall be final and binding upon all parties to the grievance.

**Section 7.3** The cost of the Arbitrator fees and expenses, including a court reporter, and any cost to pay for facilities for the hearing shall be borne equally by the parties to the grievance.

**Section 7.4** In determining whether the time limits of Steps 2 and 3 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, faxed, electronically mailed, or postmarked within the seven (7) calendar day period.

**Section 7.5** Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, faxed, electronically mailed, or postmarked during the extended time period.

## **ARTICLE VIII** **JURISDICTIONAL DISPUTE RESOLUTION**

**Section 8.1** The contractor shall assign work on the basis of traditional craft jurisdictional lines. It is agreed that the craft assignment of work to a respective craft shall be the determining factor for proper wage payment as required under section 9.1 of this Agreement.

**Section 8.2** There shall be no strikes, picketing, sympathy strikes, leafleting or work disruption or stoppages of any kind because of jurisdictional disputes.

**Section 8.3** When conflicting claims for work on the Project are submitted to a Contractor, the dispute shall be resolved pursuant to agreed upon Jurisdictional Dispute Procedures, as adopted by the National Building & Construction Trades Department, or by the Mechanical Allied Crafts (MAC) (Appendix E), or by the National Construction Alliance (NCA) (Appendix F), incorporated herein respectively. It is understood by the parties that these Procedures might be amended from time to time. In the event a jurisdictional dispute arises between two or more Unions affiliated with the National Building & Construction Trades Department, such dispute shall be resolved by the procedures set forth in the Plan for the Settlement of Jurisdiction Disputes in the Construction Industry. In the event a jurisdictional dispute arises between two or more Unions affiliated with the MAC, such dispute may be resolved under the MAC Procedure. In the event a jurisdictional dispute arises between two or more Unions affiliated with the NCA, such dispute shall be resolved under the NCA Procedure. In the event a

jurisdictional dispute arises between two or more Unions that are not affiliated with the same International group and are not stipulated to the same jurisdictional dispute resolution procedure, the dispute shall be handled in accordance with and resolved as described in Appendix G hereto.

## **ARTICLE IX** **WAGES AND BENEFITS**

**Section 9.1** All employees covered by this Agreement shall be classified and paid for all hours worked in accordance with the classification(s) and wage scales, overtime scales and benefits contained in the prevailing wage determination published by the State Director of Industrial Relations for the relevant craft and geographic jurisdiction. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the recognized local collective bargaining agreement.

**Section 9.2** All employees covered by this Agreement shall have fringe benefit contributions made on their behalf to the recognized Labor-Management Employee Benefit Trust Funds identified in the relevant Schedule A agreement(s).

**Section 9.3** During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Schedule A agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

**Section 9.4** The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such local Schedule A agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

**Section 9.5** Wages shall be paid weekly on an established payday before quitting time. No more than three (3) days' wages may be withheld. Payment shall be made by check with detachable stub. Employees being discharged shall be paid at the time of dismissal. Employees who quit shall be paid in accordance with State law.

**Section 9.6** Travel expenses, subsistence allowance and/or zone rates shall be governed by the applicable prevailing wage determination.

**Section 9.7** Should the SFPUC or project contractors establish camps for employees working in remote locations, the SFPUC shall meet and confer with the Unions over issues involving such camps within the scope of bargaining.

**Section 9.8** If the trust fund offices do not receive payments for contributions as defined above by the date prescribed by the appropriate trust funds for hours worked the previous month, the applicable Trust Fund office(s) will notify the Contractor and the Owner's designated representative of such delinquency. It is agreed, however, with respect to contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements or Trust Agreements against general contractors or upper-tier subcontractors signatory to those agreements for recovery of subcontractor delinquencies.

**Section 9.9** Signatory unions shall use their best efforts to facilitate the advancement of core employees to journeyman status within the respective trade, including priority dispatch in accordance with the respective Schedule As and hiring hall procedures, access to training and other available avenues to achieve these goals.

## **ARTICLE X** **HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

**Section 10.1** The standard workday shall consist of eight (8) hours of work scheduled between 6:00 AM and 5:30 PM with one-half hour designated as an unpaid period for lunch. Forty (40) hours per week shall constitute a regular week's work. The workweek shall be five (5) days of work, will start on Monday and conclude on Sunday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or 40 hours of work per week.

- (a) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in the provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer-designated areas, which may include or be limited to the employees' immediate work area.
- (b) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the produce or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the

missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

- (c) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (31/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (d) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. In cases where a valid collective bargaining agreement provides final and binding mechanism for resolving disputes regarding enforcement of the rest period provisions, the collective bargaining agreement will prevail.

### **Section 10.2**

- (a) The parties acknowledge that certain construction activities may pose unique work scheduling issues, including a requirement for continuous work 24 hours per day, seven days a week. The SFPUC has the unfettered right to require the Contractor(s) to establish a different work week, the number of shifts, and shift schedules for particular employees as are reasonably required to meet the operational needs of the Project and particular locations, or otherwise to mitigate adverse affects of construction activity on the affected communities. Shifts may be established for some or all crews when considered necessary by the Contractor or the SFPUC. The Contractor or the SFPUC may establish any shift without regard to whether or not a previous shift is worked.
- (b) In consideration of the special shift requirements of the Project, shift premiums shall be governed by the applicable Schedule A.
- (c) All work requiring a Contactor to establish a starting time or other special conditions which will vary from the regularly scheduled starting time and which is established due to the tide schedule shall perform such work under the applicable Schedule A "Tide Work" provisions of the craft performing the work.

### **Section 10.3** Employees shall be at their place of work at the designated starting time and shall remain at their place during working hours until the designated quitting time. A reasonable clean-up time will be allowed for employees to put company and personal tools in secured storage by quitting time.

If parking is not readily available near the jobsite, it shall be the responsibility of the Contractor(s)/Employer(s) to provide adequate parking facilities and the means for employees to be transported from the parking facilities to and from the jobsite in an expeditious manner.

The place of work shall be defined as the gang or toolbox, or equipment at the employee's assigned work location or the place where the foreman gives instructions; provided however, that for tunnel work, the place of work shall be the portal, and pay shall be on a portal-to-portal basis.

**Section 10.4** A badge system may be used to check in and out. Each employee must personally check in and out. If a badge system is used, the Contractor(s) will provide adequate facilities for check in and out in an expeditious manner.

**Section 10.5** Overtime will be paid in accordance with the requirements of the applicable General Prevailing Wage Determination. There will be no restriction on the contractor's scheduling of overtime or the non-discriminatory designation of employees who will work the available overtime.

**Section 10.6** Except to the extent that a California Department of Industrial Relations determination provides otherwise, recognized holidays on this Project shall be New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. Holidays that fall on a Saturday shall be observed on the preceding Friday and holidays that fall on a Sunday shall be observed on the following Monday.

## **ARTICLE XI** **REPORTING PAY**

**Section 11.1** In order to permit the Contractors and Unions to make appropriate scheduling plans, the SFPUC will provide the Designated Representative, the affected Contractor(s) and Union(s) with reasonable notice of any scheduling changes it requires pursuant to Section 2.12 and section 10.2, provided however, that any provisions covering reporting pay in the relevant Schedule A shall apply.

## **ARTICLE XII** **MAKE-UP DAY**

**Section 12.1** To the extent permitted by a Union's Schedule A, when an employee has been prevented from working for reasons beyond the control of the Contractor during the regularly scheduled work week including, but not limited to inclement weather and other natural causes or major mechanical breakdowns, a voluntary make-up day may be worked.

## **ARTICLE XIII** **APPRENTICES AND EMPLOYMENT OPPORTUNITIES**

**Section 13.1** Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, contractors shall use all good faith efforts to employ apprentices on the Project consistent with the ratios contained in the applicable apprenticeship program's standards as approved by the State of California, Division of Apprenticeship Standards. Acceptable apprenticeship programs must have been approved by the State of California, DAS and shall have graduated an average of at least ten (10) apprentices annually for at least the past five (5) years. This requirement applies to any craft for which the state of California, Division of Apprenticeship Standards, has approved an Apprenticeship Program. A properly indentured apprentice must be employed under the regulations of the craft or trade at the work of which he or she is indentured and shall be employed only for work of the craft or trade in which he or she is registered.

**Section 13.3** The Parties further recognize the SFPUC's goal to work with pre-apprenticeship training programs, including the San Francisco Mayor's Office of Economic and Workforce Development's Citybuild Program and/or similarly situated pre-apprentice training organizations within the SFPUC's service area, to ensure recruitment and training of low-income San Franciscans and local residents in the SFPUC's service territories and in each County where construction will take place, and they commit to make good faith efforts to further the indenture of such qualified residents into the Unions' recognized Apprenticeship Programs consistent with the Apprenticeship Program's indenture rules approved by the State of California, Division of Apprenticeship Standards.

**Section 13.4** 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 Employer 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.

**Section 13.5** The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit for bona fide, provable past experience.

## **ARTICLE XIV** **PRE-JOB CONFERENCES**

**Section 14.1** A pre-job conference shall be held prior to the commencement of each construction contract. Representatives from the participating Contractor/Subcontractor, Union(s) and the SFPUC are expected to attend such conferences. The pre-job conference shall be held at the offices of the SFPUC or the offices of the Local Building and Construction Trades Council, unless a different location is identified by the SFPUC.

## **ARTICLE XV** **HEALTH & SAFETY**

**Section 15.1** It shall be the responsibility of the contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Owner, the Owner's designated Construction Manager, or the Contractor.

Employees shall be bound by the safety compliance requirements established by the Owner, the Owner's designated Construction Manager, and/or the Contractor. The Contractor shall publish and post such requirements in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this section shall subject him to discipline, including discharge. Nothing in this Agreement shall make the Unions, the SFPUC or the City and County of San Francisco liable to any employee or to other persons or entities in the event an injury or accident occurs.

**Section 15.2** A Contractor may suspend all or a portion of the job to protect the life and safety of an employee or employees. In such cases, employees shall be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and available for work, the standby time shall be considered time worked and compensated at the appropriate rate of pay.

**Section 15.3** The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

**Section 15.4** The parties recognize the potential that the WSIP may provide for the implementation of a modified workers' compensation system as permitted by California Labor Code Section 3201.5. Should the SFPUC request, the Unions agree to meet and negotiate in good faith with the SFPUC for the development and implementation of a comprehensive program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the Code.

The parties recognize that some unions have previously negotiated alternative dispute resolution programs pursuant to California Labor Code section 3201.5 and shall be considered in the above-referenced negotiations, as well as ADR programs that may be approved in the future.

## **ARTICLE XVI** **SUBSTANCE ABUSE**

**Section 16.1** Drug and alcohol testing shall be conducted in accordance with Appendix H, as attached.

## **ARTICLE XVII** **JOINT ADMINISTRATIVE COMMITTEE**

**Section 17.1** 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 PUC; one (1) representative from 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.

**Section 17.2** The Joint Administrative Committee shall meet as required but not less than once every 3 months 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 shall be referred directly to the Joint Administrative Committee for resolution prior to such question being referred to arbitration in the event the Joint Administrative Committee is unable to resolve the question.

## **ARTICLE XVIII** **DURATION OF THE AGREEMENT**

**Section 18.1** This Project Labor Agreement shall be effective on the date approved by the SFPUC, and shall continue in effect for the duration of the Project construction work described in Article II hereof.

**Section 18.2** In the event that the SFPUC determines that extending this Project Labor Agreement to any further construction projects would meet one or more

legitimate governmental interests, this Agreement may be extended by mutual consent of the parties.

## **ARTICLE XIX** **TURNOVER**

**Section 19.1** Construction of any phase, portion, section or segment of the Project shall be deemed complete when such a phase, portion, section or segments has been turned over to the Owner by the Contractor and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction-tested and/or approved by and accepted by the Owner or third parties with approval of the Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Owner to engage in repairs or modifications required by its contract(s) with the Owner.

Notice of each final acceptance received by the Contractor shall be provided to the Union with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch list”, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Owner and the Owner gives Notice of Acceptance to the Contractor.

Final termination of all obligations, rights, and liabilities arising from this Agreement shall occur upon receipt by the Union of a notice from the Owner stating that no work remains within the scope of the Agreement.

## **ARTICLE XX** **GENERAL SAVINGS CLAUSE**

**Section 20.1** If any Article or provision of the WSIPLA shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or California government, the Contractor and the Union shall suspend the operation of such Article or provision during the period of its invalidity. The SFPUC shall substitute by mutual consent of the Union, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

**Section 20.2** Should a court of competent jurisdiction nullify a significant portion of the PLA so that one or the other of the parties believes that the intention of the parties can no longer be achieved, the parties shall reconvene to renegotiate the terms of

the PLA with all the issues being open. The remaining provisions of the PLA shall remain in full force and effect until a successor PLA is fully ratified.

**Section 20.3** Signatures to this Settlement Agreement may be affixed on separate pages and, taken together, shall apply to a single agreement.

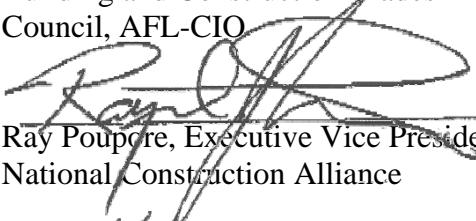
IN WITNESS HEREOF, the parties hereto have executed this agreement this 27 day  
of March 2007

Authorized by the San Francisco Public Utilities Commission at the public hearing held on  
March 27, 2007 by Resolution No. 07-0044

**FOR THE UNIONS**



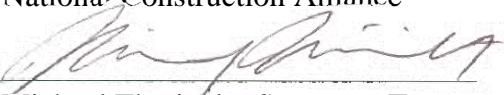
Edward C. Sullivan, President  
Building and Construction Trades  
Council, AFL-CIO



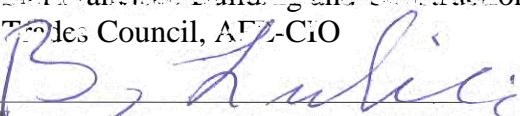
Ray Poupore, Executive Vice President  
National Construction Alliance



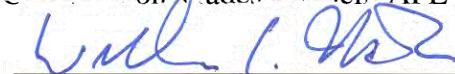
Michael D'Antuono, Vice President  
National Construction Alliance



Michael Theriault, Secretary-Treasurer  
San Francisco Building and Construction  
Trades Council, AFL-CIO



Barry Luboviski, Secretary-Treasurer  
Alameda County Building and  
Construction Trades Council, AFL-CIO



William Nack, Secretary-Treasurer  
San Mateo County Building and  
Construction Trades Council, AFL-CIO



Neil Strudler, Chief Executive Officer  
Santa Clara and San Benito Counties  
Building and Construction Trades Council,  
AFL-CIO



Lucille Palmer-Byra, Secretary-Treasurer  
Stanislaus, Merced, Tuolumne, and  
Mariposa Counties Building and  
Construction Trades Council, AFL-CIO

**FOR THE SAN FRANCISCO  
PUBLIC UTILITIES COMMISSION**



Susan Leal, General Manager  
San Francisco Public Utilities Commission

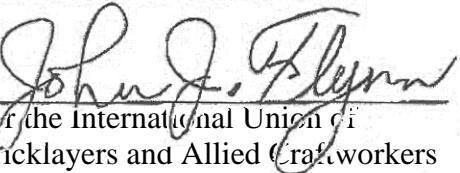
As Approved to Form:  
Dennis J. Herrera, City Attorney

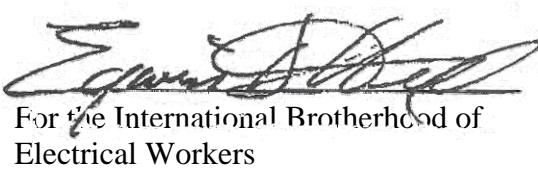
B:

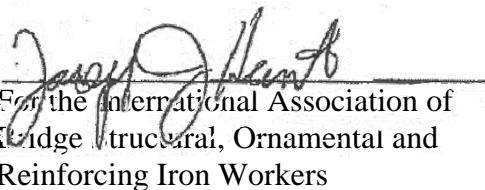


Martin Gran  
Deputy City Attorney

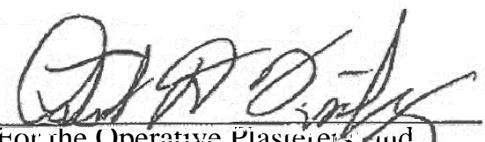
**INTERNATIONAL UNIONS:**

  
\_\_\_\_\_  
For the International Union of  
Bricklayers and Allied Craftworkers

  
\_\_\_\_\_  
For the International Brotherhood of  
Electrical Workers

  
\_\_\_\_\_  
For the International Association of  
Bridge Structural, Ornamental and  
Reinforcing Iron Workers

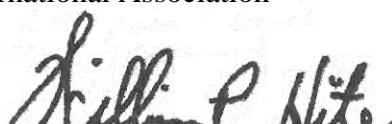
  
\_\_\_\_\_  
For the International Union of  
Elevator Constructors

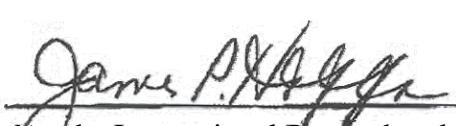
  
\_\_\_\_\_  
For the Operative Plasterers and  
Cement Masons' International Association  
of the United States and Canada

  
\_\_\_\_\_  
For the International Brotherhood of  
Painters and Allied Trades

  
\_\_\_\_\_  
For the Sheet Metal Workers'  
International Association

  
\_\_\_\_\_  
For the United Union of Roofers,  
Waterproofers and Allied Workers

  
\_\_\_\_\_  
For the United Association of  
Journeyman and Apprentices of the  
Plumbing and Pipefitting Industry of  
the United States and Canada

  
\_\_\_\_\_  
For the International Brotherhood of  
Teamsters

**BASIC CRAFT ALLIANCE OF NORTHERN CALIFORNIA**

For the United Brotherhood of  
Carpenters and Joiners

Northern California District Council  
of Laborers

Northern California Carpenters  
Regional Council

Local 46 Northern California  
Counties Conference Board

For the International Union of  
Operating Engineers

Local 3

## **LOCAL SIGNATORY UNIONS**

For the International Brotherhood of  
Electrical Workers

John J O'Rourke  
Local 4

Robert V. Togni  
Local 332

John K. Ulm  
Local 595

Frank Aguirre  
Local 617

Sam Zigh  
Local 684

For the United Association of  
Journeyman and Apprentices of the  
Plumbing and Pipefitting Industry of the  
United States and Canada

Larry Klugoski  
Local 38

Dan Miller  
Local 342

Dennis Brown  
Local 355

Birney  
Local 393

William F Taylor  
Local 442

Larry Scamardas  
Local 467

Stanley W. Smith  
Local 47

For the International Brotherhood of  
Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers

Frank Decect  
Local 549

For the International Association of  
Heat and Frost Insulators and Asbestos  
Workers

Dave Dicks  
Local 16

For the International Union of  
Elevator Constructors

Locals

For the International Union of  
Bricklayers and Allied Craftworkers

Local 3

For the Operative Plasterers' and  
Cement Masons' International  
Association of the United States  
and Canada

Steven Scott

District Council of Plasterers  
and Cement Masons of Northern  
California

Local 66

Local 300

For the International Brotherhood of  
Teamsters

Local 853

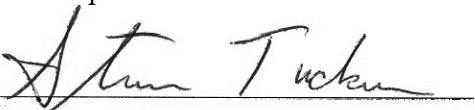
For the International Association of,  
Bridge Structural, Ornamental and  
Reinforcing Iron Workers

Joe Standley  
District Council of Iron Workers  
of the State of California and Vicinity

Local 377

Local 378

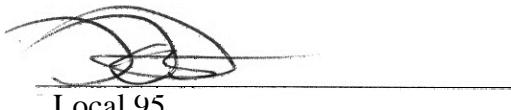
For the United Union of Roofers,  
Waterproofers and Allied Workers



Local 40



Local 30



Local 95

For the Sheet Metal Workers'  
International Association



Local 104



Local 162

## APPENDIX A

| Counties            | Type                 | Project # | Project Title                                                  | Construction Start | Construction Finish | Estimated Base Construction Contract Cost |
|---------------------|----------------------|-----------|----------------------------------------------------------------|--------------------|---------------------|-------------------------------------------|
| Alameda             | Pipeline             | CUW35902  | Alameda Siphons # 4                                            | Dec-08             | Oct-10              | \$56,824,000                              |
| Alameda             | Dam                  | CUW37401  | Calaveras Dam Replacement                                      | Jan-09             | Jul-11              | \$169,019,000                             |
| Alameda & San Mateo | Pipeline & Tunnel    | CUW36801  | Bay Division Pipeline Reliability & Tunnel                     | Jul-09             | Jul-13              | \$406,648,000                             |
| Alameda             | Pump Station         | CUW38601  | San Antonio Pump Station Upgrade                               | Nov-09             | Jul-11              | \$11,235,477                              |
| Alameda             | Tunnel               | CUW35901  | New Irvington Tunnel                                           | Nov-09             | Apr-13              | \$153,994,000                             |
| Alameda             | Pipeline             | CUW37403  | San Antonio Back Up Pipeline                                   | Jan-10             | Dec-11              | \$21,712,000                              |
| Alameda             | Dam                  | CUW35201  | Alameda Creek Fishery Enhancement                              | Jun-10             | Dec-11              | \$10,869,000                              |
| Alameda             | Pipeline             | CUW35302  | Seismic Improvements of BDPL Nos.3 & 4                         | Sep-10             | Apr-12              | \$47,268,000                              |
| Alameda             | Treatment Plant      | CUW38101  | New Sunol Valley Treated Water Plant Expansion & Treated Water | Dec-10             | Mar-13              | \$147,801,000                             |
| San Francisco       | Reservoir            | CUW33401  | Stanford Heights Reservoir                                     | Sep-07             | Sep-09              | \$18,000,000                              |
| San Francisco       | Pump Station         | CUW32301  | Alemany Pump Station                                           | Nov-07             | Aug-09              | \$14,000,000                              |
| San Francisco       | Pipeline/Valves      | CUW32301  | North University Mound System                                  | May-08             | Dec-09              | \$12,000,000                              |
| San Francisco       | Reservoir            | CUW37201  | University Mound Reservoir Upgrades- North Basin               | Jan-09             | Oct-10              | \$71,228,000                              |
| San Francisco       | Ground Water Proj.   | CUW30102  | Groundwater Projects - Phase B                                 | Jan-09             | Dec-12              | \$15,397,771                              |
| San Francisco       | Pump Station         | CUW30901  | Lake Merced Pump Station                                       | Mar-09             | May-11              | \$52,410,000                              |
| San Francisco       | Pipeline             | CUW31301  | Noe Valley Transmission Main                                   | Apr-09             | Sep-10              | \$8,050,000                               |
| San Francisco       | Reservoir            | CUW33701  | Sutro Reservoir                                                | Feb-10             | Jan-12              | \$30,000,000                              |
| San Francisco       | Reclamation Projects | CUW30201  | Recycled Water Project                                         | Mar-10             | Mar-12              | \$136,031,643                             |
| San Francisco       | Reservoir            | CUW31901  | Hunters Point Reservoir                                        | Jul-10             | Dec-11              | \$7,750,000                               |
| San Francisco       | Ground Water Proj.   | CUW30103  | Groundwater Projects - Phase C                                 | Oct-10             | Aug-13              | \$27,724,744                              |
| San Joaquin         | Treatment Plant      | CUW38401  | Advanced Disinfection                                          | Jan-09             | Dec-10              | \$70,917,000                              |

| Counties    | Type             | Project # | Project Title                                               | Construction Start | Construction Finish | Estimated Base Construction Contract Cost |
|-------------|------------------|-----------|-------------------------------------------------------------|--------------------|---------------------|-------------------------------------------|
| San Mateo   | Miscellaneous    | CUW35501  | Standby Power Facilities - Various Locations *              | Sep-07             | Oct-09              | \$6,440,000                               |
| San Mateo   | Tunnel           | CUW35601  | New Crystal Springs Bypass Tunnel                           | Jul-08             | Jun-11              | \$57,512,000                              |
| San Mateo   | Treatment Plant  | CUW36602  | HTWTP Short-Term Improvements (Remaining Filters)           | Jul-08             | Mar-10              | \$11,475,000                              |
| San Mateo   | Treatment Plant  | CUW36603  | HTWTP Short-Term Improvements (Coag. & Floccu.)             | Jul-08             | Mar-10              | \$6,089,845                               |
| San Mateo   | Pipeline         | CUW37901  | San Andreas Pipeline No. 3 Installation                     | Mar-09             | Dec-10              | \$29,165,000                              |
| San Mateo   | Valve Lots       | CUW39101  | Baden and San Pedro Valve Lots Improvements                 | Apr-09             | Apr-11              | \$31,536,000                              |
| San Mateo   | Pipeline         | CUW37801  | Crystal Springs Pipeline No. 2 Replacement                  | Oct-09             | Nov-11              | \$64,439,000                              |
| San Mateo   | Inst. & Controls | CUW36302  | Installation of SCADA System - Phase II - Security System * | Dec-09             | 9-Sep-11            | \$9,112,000                               |
| San Mateo   | Dams             | CUW35401  | Lower Crystal Springs Dam Improvements                      | Jan-10             | Mar-11              | \$13,774,000                              |
| San Mateo   | Inst. & Controls | CUW36301  | Installation of SCADA System - Phase II *                   | Jun-10             | Mar-12              | \$15,018,000                              |
| San Mateo   | Reservoir        | CUW36103  | Pulgas Balancing Reservoir Rehabilitation                   | Oct-9              | Nov-11              | \$20,000,000                              |
| San Mateo   | Treatment Plant  | CUW36701  | HTWTP Long-Term Improvements                                | Apr-11             | Oct-13              | \$112,445,000                             |
| San Mateo   | Pipeline         | CUW37101  | Crystal Springs / San Andreas Transmission Upgrade          | Jun-11             | Oct-13              | \$101,860,000                             |
| Santa Clara | Miscellaneous    | CUWxxxxxx | Watershed Management and Land Acquisition                   | Jul-10             | Jun-13              | \$12,000,000                              |
| Santa Clara | Pipeline         | CUW38001  | BDPL No. 3 & 4 – Crossovers                                 | Nov-10             | Nov-12              | \$24,921,000                              |
| Stanislaus  | Pipeline         | CUW37302  | San Joaquin Pipeline Systems - Rehab of Existing System     | Oct-06             | May-14              | \$66,763,944                              |
| Stanislaus  | Pipeline         | CUW37301  | San Joaquin Pipeline Systems                                | Jan-11             | Jul-13              | \$249,053,000                             |

Note: \* These projects are located in more than one county.

## **APPENDIX B**

### **CITY AND COUNTY OF SAN FRANCISCO MUNICIPAL CODE ADMINISTRATIVE CODE**

#### **Section 6.1. DEFINITIONS.**

(I) Public Work or Improvement. A public work or public work or improvement, as used in this Chapter, is any erection, construction, renovation, alteration, improvement, demolition, excavation, installation, or repair of any public building, structure, infrastructure, bridge, road, street, park, dam, tunnel, utility or similar public facility performed by or for the City and County of San Francisco, the cost of which is to be paid wholly or partially out of moneys deposited in the treasury of the City and County.

## APPENDIX C:



### SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1155 Market St., 11th Floor, San Francisco, CA 94103 • Tel. (415) 554-3155 • Fax (415) 554-3161 • TTY (415) 554-3488



February 27, 2007

GAVIN NEWSOM  
MAYOR

RYAN L. BROOKS  
PRESIDENT

ANN MOLLER CAEN  
VICE PRESIDENT

E. DENNIS NORMANDY  
ADAM WERBACH  
RICHARD SKLAR

SUSAN LEAL  
GENERAL MANAGER

John O'Rourke, Business Manager  
IBEW Local No. 6  
55 Fillmore Street  
San Francisco, CA 94117

Dear Mr. O'Rourke:

**Re: San Francisco Public Utilities Commission Water System Improvement Program  
Project Labor Agreement**

This letter will confirm the discussions we had during the negotiation of the captioned PLA and the clarifications we made concerning the application of Article II, Section 2.4 (c) of the Agreement for work performed in the geographical jurisdiction of IBEW Local 6. Consistent with the provisions of that Article and the IBEW Local 6 collective bargaining agreement (Schedule A), the on-site fabrication and installation which is customarily the work of IBEW Local 6 members will continue to be recognized.

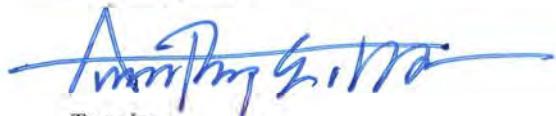
As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of IBEW Local 6 members is to be done off-site, this work will be performed in shops or at off-site assembly yards consistent with the IBEW Local 6 collective bargaining agreement (Schedule A) and employing workers whose terms and conditions of employment are equal to or exceed those established in the area under the prevailing wage laws for employees represented by the IBEW Local 6, unless such work is otherwise performed pursuant to the provisions of this letter.

IBEW Local 6 recognizes that the timely completion of the WSIP is vital to the SFPUC and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or contracting circumstances make it necessary to obtain fabrication outside the geographical jurisdiction of IBEW Local 6 or under conditions different than those described above, IBEW Local 6 agrees to cooperate in accommodating the reasonable needs of the Project. The SFPUC, or its designated representative, and IBEW Local 6 agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. IBEW Local 6 will not unreasonably withhold its consent to such accommodations and Local 6 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Mr. O'Rourke  
Page Two  
February 27, 2007

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article II, Section 2.4 (c) of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,



Tony Irons  
Deputy General Manager  
San Francisco Public Utilities Commission

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2007  
International Brotherhood of Electrical Workers, Local 6

By:   
John O'Rourke Business Manager



## SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1155 Market St., 11th Floor, San Francisco, CA 94103 • Tel. (415) 554-3155 • Fax (415) 554-3161 • TTY (415) 554-3488



March 22, 2007

GAVIN NEWSOM  
MAYOR

RYAN L. BROOKS  
PRESIDENT

ANN MOLLER CAEN  
VICE PRESIDENT

E. DENNIS NORMANDY  
ADAM WERBACH  
RICHARD SKLAR

SUSAN LEAL  
GENERAL MANAGER

Larry Mazzola, Sr., Business Manager,  
UA Local No. 38  
1621 Market Street  
San Francisco, CA 94103

Dear Mr. Mazzola:

Re: San Francisco Public Utilities Commission Water System Improvement Program  
Project Labor Agreement

This letter will confirm the discussions we had during the negotiation of the captioned PLA and the clarifications we made concerning the application of Article II, Section 2.7 (c) of the Agreement for work performed in the geographical jurisdiction of Local 38. Consistent with the provisions of that Article, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are customarily the work of UA members will continue to be recognized.

As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of UA members is to be done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment are equal to or exceeding those established in the area under the prevailing wage laws for employees represented by the United Association in that area, unless such work is otherwise performed pursuant to the provisions of this letter.

The UA recognizes that the timely completion of the WSIP is vital to the SFPUC and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or contracting circumstances make it necessary to obtain fabrication outside the geographical jurisdiction of UA Local 38 or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The SFPUC, or its designated representative, and the UA Local 38 agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The UA Local 38 will not unreasonably withhold its consent to such accommodations and UA Local 38 agrees to install on-site any components fabricated pursuant to the terms of this letter. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Mr. Mazzola  
Page Two  
March 22, 2007

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article II, Section 2.7 (c) of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,



Tony Irons  
Deputy General Manager  
San Francisco Public Utilities Commission

Agreed and accepted this 22 day of MARCH 2007  
United Association Local 38

By:





## SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1155 Market St., 11th Floor, San Francisco, CA 94103 • Tel. (415) 554-3155 • Fax (415) 554-3161 • TTY (415) 554-3488



March 26, 2007

GAVIN NEWSOM  
MAYOR

RYAN L. BROOKS  
PRESIDENT

ANN MOLLER CAEN  
VICE PRESIDENT

E. DENNIS NORMANDY  
ADAM WERBACH  
RICHARD SKLAR

SUSAN LEAL  
GENERAL MANAGER

Bruce Word, Business Manager/President  
SMWIA Local No. 104  
2610 Crow Canyon Road, Suite 300  
San Ramon, CA 94583-1547

Dear Mr. Word:

Re: San Francisco Public Utilities Commission Project Labor Agreement;  
Water System Improvement Program: Prefabrication

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Article II, Section 2.7 (c) of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of prefabricated duct and components which are customarily the work of the Sheet Metal Workers will continue to be recognized as such.

As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of SMWIA members is to be done off-site, this work will be performed in the San Francisco Bay Area and in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the Sheet Metal Workers International Association, unless such work is performed otherwise pursuant to the provisions of this letter.

The Sheet Metal Workers union recognizes that the timely completion of this project is vital to the SFPUC and the Community it is intended to serve. Therefore, if the nature of the work or the project schedule make it necessary to obtain fabrication outside the region, the Sheet Metal Workers International Association agrees to make reasonable efforts to address timely requirements accommodating the reasonable needs of the Project. The SFPUC and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The Sheet Metal Workers International Association and Local 104 will not unreasonably withhold consent to such accommodations and Local 104 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Mr. Word  
Page Two  
March 26, 2007

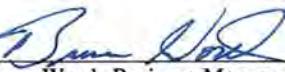
If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article II, Section 2.7 (c), of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,



Tony Irons  
Deputy General Manager  
San Francisco Public Utilities Commission

Agreed and accepted this 27 day of March 2007  
Sheet Metal Workers Local 104

By:   
Bruce Word, Business Manager/President



## SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1155 Market St., 11th Floor, San Francisco, CA 94103 • Tel. (415) 554-3155 • Fax (415) 554-3161 • TTY (415) 554-3488



March 29, 2007

GAVIN NEWSOM  
MAYOR

RYAN L. BROOKS  
PRESIDENT

ANN MOLLER CAEN  
VICE PRESIDENT

E. DENNIS NORMANDY  
ADAM WERBACH  
RICHARD SKLAR

SUSAN LEAL  
GENERAL MANAGER

Jay Williams, Business Manager  
UA Local No. 342

4842 Nutcracker Lane  
Modesto, CA 95356

Dear Mr. Williams:

Re: San Francisco Public Utilities Commission Water System Improvement Program  
Project Labor Agreement

This letter will confirm the discussions we had during the negotiation of the captioned PLA and the clarifications we made concerning the application of Article II, Section 2.7 (c) of the Agreement for work performed in the geographical jurisdiction of Local 342. Consistent with the provisions of that Article, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are customarily the work of UA members will continue to be recognized.

As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of UA members is to be done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment are equal to or exceeding those established in the area under the prevailing wage laws for employees represented by the United Association in that area, unless such work is otherwise performed pursuant to the provisions of this letter.

The UA recognizes that the timely completion of the WSIP is vital to the SFPUC and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or contracting circumstances make it necessary to obtain fabrication outside the geographical jurisdiction of UA Local 342 or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The SFPUC, or its designated representative, and the UA Local 342 agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The UA Local 342 will not unreasonably withhold its consent to such accommodations and UA Local 342 agrees to install on-site any components fabricated pursuant to the terms of this letter. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Mr. Williams  
Page Two  
March 28, 2007

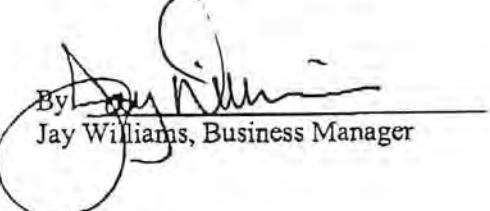
If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article II, Section 2.7 (c) of the Project Labor Agreement, please indicate your acceptance in the space provided below.

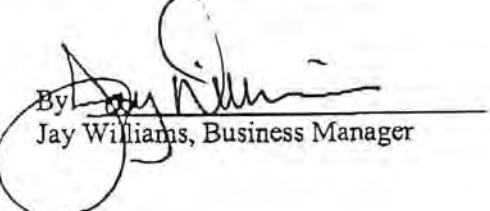
Very truly yours,



Tony Irons  
Deputy General Manager  
San Francisco Public Utilities Commission

Agreed and accepted this 28<sup>th</sup> day of March 2007  
United Association Local 342



By   
Jay Williams, Business Manager



## SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1155 Market St., 11th Floor, San Francisco, CA 94103 - Tel. (415) 554-3155 • Fax (415) 554-3161 • TTY (415) 554-3486



March 29, 2007

GAVIN NEWSOM  
MAYOR

RYAN L BROOKS  
PRESIDENT

ANN MOLLER CAEN  
VICE PRESIDENT

E. DENNIS NORMANDY  
ADAM WERBACH  
RICHARD SKLAR

SUSAN LEAL  
GENERAL MANAGER

Bill Meyer, Business Manager,  
UA Local No. 393  
6150 Cottle Road  
San Jose, CA 95123

Dear Mr. Meyer:

Re: San Francisco Public Utilities Commission Water System Improvement Program  
Project Labor Agreement

This letter will confirm the discussions we had during the negotiation of the captioned PLA and the clarifications we made concerning the application of Article II, Section 2.7 (c) of the Agreement for work performed in the geographical jurisdiction of Local 393. Consistent with the provisions of that Article, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are customarily the work of UA members will continue to be recognized.

As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of UA members is to be done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment are equal to or exceeding those established in the area under the prevailing wage laws for employees represented by the United Association in that area, unless such work is otherwise performed pursuant to the provisions of this letter.

The UA recognizes that the timely completion of the WSIP is vital to the SFPUC and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or contracting circumstances make it necessary to obtain fabrication outside the geographical jurisdiction of UA Local 393 or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The SFPUC, or its designated representative, and the UA Local 393 agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The UA Local 393 will not unreasonably withhold its consent to such accommodations and UA Local 393 agrees to install on-site any components fabricated pursuant to the terms of this letter. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Mr. Meyer  
Page Two  
March 29, 2007

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article II, Section 2.7 (c) of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,



Tony Irons  
Deputy General Manager  
San Francisco Public Utilities Commission

Agreed and accepted this 29<sup>th</sup> day of March 2007  
United Association Local 393

By: Bill Meyer  
Bill Meyer, Business Manager



## SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1155 Market St., 11th Floor, San Francisco, CA 94103 • Tel. (415) 554-3155 • Fax (415) 554-3161 • TTY (415) 554-3466



March 23, 2007

GAVIN NEWSOM  
MAYOR

RYAN L. BROOKS  
PRESIDENT

ANN MOLLER CAEN  
VICE PRESIDENT

E. DENNIS NORMANDY  
ADAM WERBACH  
RICHARD SKLAR

SUSAN LEAL  
GENERAL MANAGER

Bill Taylor, Business Manager,  
UA Local No. 442  
4842 Nutcracker Lane  
Modesto, CA 95356

Dear Mr. Taylor:

**Re: San Francisco Public Utilities Commission Water System Improvement Program  
Project Labor Agreement**

This letter will confirm the discussions we had during the negotiation of the captioned PLA and the clarifications we made concerning the application of Article II, Section 2.7 (c) of the Agreement for work performed in the geographical jurisdiction of Local 442. Consistent with the provisions of that Article, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are customarily the work of UA members will continue to be recognized.

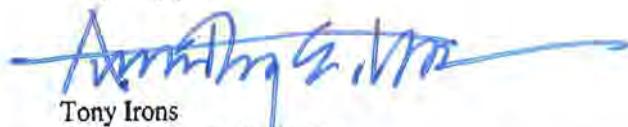
As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of UA members is to be done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment are equal to or exceeding those established in the area under the prevailing wage laws for employees represented by the United Association in that area, unless such work is otherwise performed pursuant to the provisions of this letter.

The UA recognizes that the timely completion of the WSIP is vital to the SFPUC and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or contracting circumstances make it necessary to obtain fabrication outside the geographical jurisdiction of UA Local 442 or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The SFPUC, or its designated representative, and the UA Local 442 agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The UA Local 442 will not unreasonably withhold its consent to such accommodations and UA Local 442 agrees to install on-site any components fabricated pursuant to the terms of this letter. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Mr. Taylor  
Page Two  
March 23, 2007

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article II, Section 2.7 (c) of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,



Tony Irons  
Deputy General Manager  
San Francisco Public Utilities Commission

Agreed and accepted this 23 day of March 2007  
United Association Local 442

By:   
Bill Taylor, Business Manager



## SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1155 Market St., 11th Floor San Francisco, CA 94103 • Tel (415) 554-3155 • Fax (415) 554-3161 • TTY (415) 554-3488



March 14, 2007

GAVIN NEWSOM  
Mayor

RYAN L. BROOKS  
President

ANN MOLLER CAEN  
Vice President

E. DENNIS NORMANDY  
ADAM WERBACH  
RICHARD SKLAR

SUSAN LEAL  
GENERAL MANAGER

Gary Saunders, Business Manager,  
UA Local No. 467  
1519 Rollins Road  
Burlingame, CA 94103

Dear Mr. Saunders:

Re: San Francisco Public Utilities Commission Water System Improvement Program  
Project Labor Agreement

This letter will confirm the discussions we had during the negotiation of the captioned PLA and the clarifications we made concerning the application of Article II, Section 2.7 (c) of the Agreement for work performed in the geographical jurisdiction of Local 467. Consistent with the provisions of that Article, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are customarily the work of UA members will continue to be recognized.

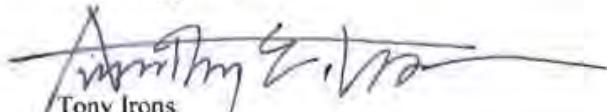
As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of UA members is to be done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment are equal to or exceeding those established in the area under the prevailing wage laws for employees represented by the United Association in that area, unless such work is otherwise performed pursuant to the provisions of this letter.

The UA recognizes that the timely completion of the WSIP is vital to the SFPUC and the Community it is intended to serve. Therefore, if the nature of the work, the project schedule, or contracting circumstances make it necessary to obtain fabrication outside the geographical jurisdiction of UA Local 467 or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The SFPUC, or its designated representative, and the UA Local 467 agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The UA Local 467 will not unreasonably withhold its consent to such accommodations and UA Local 467 agrees to install on-site any components fabricated pursuant to the terms of this letter. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Mr. Saunders  
Page Two  
March 14, 2007

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article II, Section 2.7 (c) of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,



Tony Irons  
Deputy General Manager  
San Francisco Public Utilities Commission

Agreed and accepted this 14 day of March 2007  
United Association Local 467

By   
Gary Saunders, Business Manager



## SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1650 Market St., 11th Floor, San Francisco, CA 94102 • Tel (415) 554-3115 • Fax (415) 554-2181 • TTY (415) 554-3480



March 22, 2007

GAVIN NEWSOM  
MAYOR  
  
RYAN L. BROOKS  
PRESIDENT  
  
ANN MOLLER CAEN  
VICE PRESIDENT  
  
E. DENNIS NORMANDY  
ADAM WERBACH  
RICHARD SKLAR  
  
SUSAN LEAL  
GENERAL MANAGER

Dennis Canevari, Business Manager/President  
SMWIA Local No. 162  
7340 1/2 Centro Rd. • F10  
Sacramento, CA 95835

Dear Mr. Canevari:

Re: San Francisco Public Utilities Commission Project Labor Agreement; Water System Improvement Program; Prefabrication

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Article II, Section 2.7(c) of the Agreement. Consistent with the provisions of that Article, the on-site fabrication and installation of prefabricated duct and components which are customarily the work of the Sheet Metal Workers will continue to be recognized as such.

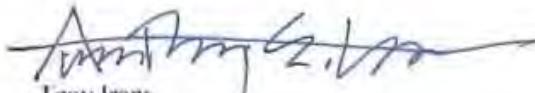
As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of SMWIA members is to be done off-site, this work will be performed in the San Francisco Bay Area and in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the Sheet Metal Workers International Association, unless such work is performed otherwise pursuant to the provisions of this letter.

The Sheet Metal Workers union recognizes that the timely completion of this project is vital to the SFPUC and the Community it is intended to serve. Therefore, if the nature of the work or the project schedule make it necessary to obtain fabrication outside the region, the Sheet Metal Workers International Association agrees to make reasonable efforts to address timely requirements accommodating the reasonable needs of the Project. The SFPUC and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The Sheet Metal Workers International Association and Local 162 will not unreasonably withhold consent to such accommodations and Local 162 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

Mr. Canevari  
Page Two  
March 22, 2007

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article II, Section 2.7 (c), of the Project Labor Agreement, please indicate your acceptance in the space provided below.

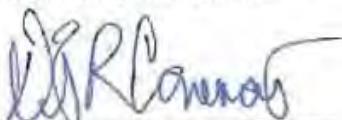
Very truly yours,



Tony Irons  
Deputy General Manager  
San Francisco Public Utilities Commission

Agreed and accepted this 23 day of March, 2007  
Sheet Metal Workers Local 162

By:



Dennis Canevari, Business Manager/President

## APPENDIX D



### SAN FRANCISCO PUBLIC UTILITIES COMMISSION

1155 Market St., 11th Floor, San Francisco, CA 94103 • Tel. (415) 554-3165 • Fax (415) 554-3181 • TTY (415) 554-3488



Ivy V. Fine, Director  
 San Francisco Public Utilities Commission  
 Contract Administration Bureau  
 1155 Market Street, 9<sup>th</sup> Floor  
 San Francisco, CA 94103

GAVIN NEWSOM  
MAYOR

RYAN L. BROOKS  
PRESIDENT

ANN MOLLER CAEN  
VICE PRESIDENT

E. DENNIS NORMANDY  
ADAM WERBACH  
RICHARD SKLAR

SUSAN LEAL  
GENERAL MANAGER

**Re: SFPUC Water System Improvement Project CUW33401  
 Stanford Heights Reservoir Seismic Retrofit And Improvements  
 (San Francisco Water Department Contract No. WD-2504)**

### Project Labor Agreement -- Letter of Assent

Dear Ms. Fine:

The undersigned party confirms that it agrees to be a party to and bound by the SFPUC Water System Improvement Project, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the Project CUW33401 Stanford Heights Reservoir Seismic Retrofit And Improvements (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the SFPUC Water System Improvement Project Labor Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto;
- (2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article IX of this AGREEMENT;
- (3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;
- (4) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.
- (5) Agrees to secure from any CONTRACTOR (S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Dated: \_\_\_\_\_ (Name of Contractor)

(Name of Prime Contractor or Higher Level Subcontractor) (Authorized Officer & Title)

(Address)

(Phone) (Fax)  
 Contractor's State License # \_\_\_\_\_

## APPENDIX E



William P. Hite,  
Gen. President  
International Association  
of Plumbers, Pipefitters  
& Sprinklerfitters

Edwin D. Hill,  
Gen. President  
International  
Brotherhood of  
Electrical Workers

Michael J. Sullivan,  
Gen. President  
Sheet Metal Workers  
International  
Association

Mechanical Allied Crafts ~ MAC  
901 Massachusetts Ave., NW  
Washington, DC 20001

James A. Grogan Jr.,  
Gen. President  
International Association  
of Heat & Frost Insulators  
& Asbestos Workers

Joseph J. Hunt,  
Gen. President  
International Association  
of Bridge, Structural,  
Ornamental &  
Reinforcing Iron Workers

Dana Brigham,  
Gen. President  
International Union  
of Elevator  
Constructors

### **Mechanical Allied Crafts Work Assignment Procedures**

The Mechanical Allied Crafts (MAC) Unions are committed to the principle that there shall be no work disruptions on any MAC designated project and that any disputes involving work assignments among MAC Unions will be resolved expeditiously and, if possible, before the work begins. To this end, MAC Unions have formed Joint Jurisdictional Committees to resolve any outstanding issues and update, if necessary, existing jurisdictional agreements. MAC Local Unions are also engaging in direct and continuing consultations to resolve jurisdictional issues at the local level. The goal is to alleviate work assignment issues among the MAC Unions by having MAC Local Unions establish written work assignment practices within their geographic region that can serve as a roadmap for contractors on MAC designated projects.

The MAC Unions recognize the need for a mechanism to expeditiously resolve jurisdictional issues in the event that two or more MAC Unions are unable to resolve a particular matter. The MAC Unions have adopted the following procedures that will only apply to jurisdictional disputes between or among MAC Unions and their Local Unions on MAC designated projects where the contractor responsible for the work in question has agreed to be bound by these procedures by signing below indicating agreement and acceptance of these procedures. Work assignment disputes involving Unions not part of MAC or on projects not designated as MAC projects may not be resolved through these procedures.

1. Work assignments are the sole responsibility of the contractor that directly hires the craft workers and is responsible for the performance of the work.
2. For each MAC designated project, the contractor(s) shall conduct a pre-job meeting. At the pre-job meeting, each contractor will present their intended work assignments. In the event that a contractor makes a work assignment that is contrary to an established local area assignment practice that has been agreed to in writing by the MAC Local Unions, the contractor's assignment shall be changed to the agreed upon local area assignment practice provided that:
  - (a) Any Local Union to which an assignment change is made must demonstrate that it can refer in a timely manner, competent craft workers who can safely and efficiently perform the work tasks in question. The Local Union may be required to

provide proof of necessary journeyperson certifications, safety training and similar qualifications.

(b) In the event that a work assignment change is implemented, the contractor shall not be required to become a signatory to an area-wide collective bargaining agreement to which the contractor is not currently a party. The MAC Local Unions agree that in such instance the Local Unions will supply the required craft workers to the contractor provided the contractor agrees in writing to abide by the terms of the applicable collective bargaining agreement but only for the MAC project.

(c) Any arrangements agreed upon to allow for inter-union supply of workers during periods of worker shortages affecting some of the MAC Local Unions will not be precedent setting for future work assignments.

3. Any disagreement regarding a work assignment may be submitted for resolution to the MAC permanent Mediator/Arbitrator by any MAC Local Union or contractor. The MAC Mediator/Arbitrator will schedule a hearing in the location of the disagreement within three working days of receipt of the request. The hearing process shall be as follows:

(a) The parties in disagreement will have an opportunity to present their respective positions. Each party will complete its presentation within one half-hour. Each party will have fifteen minutes for rebuttal.

(b) Upon conclusion of the presentations and rebuttals, the Mediator/Arbitrator will conduct a mediation conference with the parties in an attempt to arrive at a mutually satisfactory resolution. The mediation effort will not exceed two hours.

(c) In the event that mediation is not successful, the Mediator/Arbitrator shall have full authority as Arbitrator to render a final and binding decision. In rendering his decision, the Arbitrator shall apply the criteria set forth in Article V, Section 8, of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or the criteria set forth in any successor plan adopted in the future by the Building and Construction Trades Department. The decision will be in writing and served upon the parties via e-mail within three working days from the close of the hearing. The decision will not require an opinion.

(d) The fees and expenses of the Mediator/Arbitrator shall be borne equally by the parties if the matter is resolved during mediation or by the losing party or parties, as designated by the Mediator/Arbitrator, if the matter is decided by the Mediator/Arbitrator. To ensure prompt payment, MAC will pay the Mediator/Arbitrator directly but the responsibility to pay the fees and expenses will remain the responsibility of the applicable MAC Local Union(s) and/or contractor, which will reimburse MAC within ten days of receipt of the request for reimbursement.

4. Agreements reached during mediation and decisions of the Mediator/Arbitrator shall be final, binding and conclusive on the MAC Local Unions and contractors involved on the particular MAC project where the disagreement arose and neither the MAC Unions nor the contractor may seek to resolve the matter in any other forum.

Signed this 9th day of January 2007



United Association of Plumbers, Pipefitters & Sprinklerfitters

  
International Association of Sheet Metal Workers  
International Association of Heat and Frost Insulators & Asbestos Workers  
International Brotherhood of Electrical Workers  
International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers  
International Union of Elevator Constructors

Agreed to and accepted by: \_\_\_\_\_ for the  
(Name of Contractor)  
\_\_\_\_\_  
(Name of MAC project)  
\_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_.  
\_\_\_\_\_  
Signature of Contractor

## **APPENDIX F**

### **National Construction Alliance Jurisdictional Policy**

The jurisdictional boundaries of basic trade and building trade unions are relatively well defined. The vast majority of work task assignments are undisputed. The three basic trades forming the National Construction Alliance have set forth their respective core jurisdictions for the construction industry, attached hereto as Appendix 1 through 3. The basic trades are committed to honoring their respective, well-established core jurisdictions.

However, when jurisdictional disputes arise, they frequently dominate not only the relationship between the disputing labor organizations but also the relationship between those organizations and the contractor or owner. It is vital to the interests of those working in the construction industry that jurisdictional questions be resolved efficiently and without disruption to the construction process. The NCA is committed to working with owners and contractors to establish a more modern system reflecting the current reality within the construction industry for the resolution of jurisdictional disputes. Accordingly, the NCA will work to facilitate the informal resolution of jurisdictional issues where owners or contractors so desire. Alternatively, the NCA endorses the following Jurisdictional Disputes Resolution Procedure, for use on a project-by-project or agreement basis where an owner seeks a formal jurisdictional dispute resolution procedure.



*Terrence M. O'Sullivan  
General President  
Laborers International Union of North America*



*Vincent J. Giblin  
General President  
International Union of Operating Engineers  
North America*



*Douglas J. McCarron  
General President  
United Brotherhood of Carpenters and Joiners of America*

January 12, 2007

# **Jurisdiction Dispute Resolution Procedure**

**National Construction Alliance**

All questions, complaints or disputes dealing with a determination of craft jurisdiction shall be resolved through the application of the following jurisdictional criteria and procedures.

Work assignments should be made by the contractor and jurisdictional questions, complaints or disputes should be resolved on the basis of the following jurisdictional criteria. In the first instance, questions, complaints or disputes should be resolved on the basis of agreements between the unions, including both international and local area agreements. Where there is no such agreement or the agreement is insufficient to resolve the particular question or dispute, consideration should then be given to both contractor preference and to local area practice. The relative weight to be given to contractor preference as compared to local area practice will vary depending on the circumstances, for example, the inherent weight of reasons advanced by a contractor justifying its preference versus the quality and uniformity of the local area practice.

Jurisdictional disputes shall be resolved through the following procedure:

1. Disputes shall be referred initially to the business representatives of the unions involved in the dispute and to the contractor's authorized representative, who shall then meet at a location acceptable to all parties. Normally, a jurisdictional dispute will be identified and the meeting between the disputing unions and the contractor's authorized representative will occur at the pre-job conference. If identification and discussion of the dispute does not occur at the pre-job conference, identification and discussion shall occur as promptly as circumstances permit.
2. Jurisdictional disputes which cannot be resolved at the local level within seven days of being identified may be referred to the international unions involved within five days thereafter. This step shall be deemed exhausted seven days after referral.
3. Jurisdictional disputes not resolved at the local or international union levels may be referred by any party to arbitration within five days of exhaustion of Step two. Referral to arbitration shall be accomplished by submission of a written request for referral to arbitration to the Executive Vice President of the NCA, [ray@ncabuild.org](mailto:ray@ncabuild.org) or (fax) 202.347.1661, who shall be responsible for administration of the arbitral process. The parties will choose a permanent arbitrator and an alternate to hear disputes arising under this procedure.

The Executive Vice President of the NCA will make arrangements for the timely hearing of the dispute by the permanent arbitrator, or the alternate if the permanent arbitrator is not available.

There shall be no strikes or work stoppages because of any jurisdictional dispute. Pending the resolution of any jurisdictional dispute, the work will continue as originally assigned by the contractor. Illegal strikes or work stoppages because of jurisdictional dispute shall be subject to a fine of up to \$50,000 per shift where deemed appropriate by the permanent arbitrator. Claims of the illegal strike or work stoppage subject to such fine may be filed by the contractor directly at Step 3 of this procedure for hearing by the permanent arbitrator. Any determination or resolution made pursuant to this procedure, including determination or resolution by arbitration or mediation, shall be final and binding on the disputing unions and the contractor on this project only and shall not establish a precedent on other project sites.

The following rules shall apply in any arbitration conducted under this procedure:

- (a) The jurisdictional dispute or question shall be determined or mediated based upon the jurisdictional criteria, including the priority of the criteria, set forth above.
- (b) The hearing will be conducted in the geographical area where the jurisdictional dispute has occurred. Each of the parties' (Employer/Union(s)) cases shall be presented by a representative of their respective organizations. No party will be represented by legal counsel nor will any legal counsel make an appearance at the hearing proceedings.
- (c) Each party to the dispute will have one-half hour to present its case. Witnesses may appear but will not be placed under oath. The introduction of any witnesses shall not extend the one-half hour time period. There shall be no objections made during the presentation of cases.
- (d) Upon the completion of the one-half hour initial presentations each party will be entitled to a fifteen-minute rebuttal period. Such rebuttals will be heard in the same order as the initial presentations. There shall be no objections made during the rebuttal period. Witnesses may be recalled.
- (e) At the conclusion of presentations and rebuttals, the Arbitrator will conduct a mediation conference between the parties in an attempt to arrive at a satisfactory resolution to the dispute. This mediation shall not exceed two hours in duration. In the event that mediation resolves the dispute, such resolution will be reduced to writing and signed by the parties and the Arbitrator.
- (f) In the event that mediation is not successful, the Arbitrator will close the proceedings and shall have full authority to render a final and binding decision in resolution of the jurisdictional dispute. The decision will be in writing and served upon the parties via e-mail within three working days from the day following the hearing. The decision will not require an opinion.

The losing party(s) as determined by the Arbitrator shall be responsible for the fee and expenses of the Arbitrator. Said fee and expenses will be invoiced to the losing party(s) by the office of the National Construction Alliance.

## **APPENDIX G**

# **Jurisdiction Dispute Resolution Procedure**

**San Francisco Public Utilities Commission  
Water System Improvement Program**

In the event a jurisdictional dispute arises while the parties are attempting to negotiate an alternative resolution mechanism either party may refer the jurisdictional dispute to the General Presidents of the affected unions, and if the General Presidents cannot resolve the dispute within five (5) business days of the dispute being referred to them for resolution, the dispute shall be resolved as follows:

The Panel of Permanent Arbitrators shall be composed of: John Kagel, Gerald McKay, Thomas Angelo, Robert Hirsch and Thomas Pagan. The Arbitrator shall be selected by alternately striking the names of Arbitrators from the list of five (5) permanent Arbitrators. Each craft shall have three (3) days to cross off the names of two Arbitrators. If a party does not respond, this means any Arbitrator is acceptable. The remaining Arbitrator shall serve as the Arbitrator who shall hear the dispute on an expedited basis and resolve the dispute. The Arbitrator shall render his decision within three (3) days of the hearing.

In rendering his decision, the Arbitrator shall determine:

1. First, whether a previous agreement of record that was unabrogated as of January 1, 2007, or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs;
2. If the Arbitrator cannot resolve the matter based on No. 1 then if the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute, prior to the hearing, that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job as a prevailing practice, then the Arbitrator shall apply the decision of record in rendering his decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality;
3. If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and;
4. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of

the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

The Arbitrator shall comply with the Code of Professional Responsibility for Arbitrators of Labor Management Disputes jointly adopted by the National Academy of Arbitrators, the American Arbitration Association and the Federal Mediation and Conciliation Service. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

5. Unabrogated agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.
6. The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.
7. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties.

## 8. **ENFORCEMENT**

- A. If the claims of the challenging trade are upheld in the decision of the Arbitrator, and work onsite is being performed on the eighth calendar day after the issuance of that decision, the assigned trade shall cede the work in question to the challenging trade and withdraw its members from said work, and the affected Employer shall employ members of the challenging trade on said work. This shall be termed the effective date of the decision. If the eighth calendar day after the issuance of said decision falls on a weekend or on a holiday, the effective date shall be the next working day. Holidays shall include and be limited to New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
- B. The Arbitrator shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision. The prevailing party in any enforcement proceeding shall be entitled to recover its reasonable costs and attorney fees from the non-prevailing party. In the event the Arbitrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatever reason, the non-prevailing party shall bear all reasonable costs, attorney fees, and any other expenses incurred by the Arbitrator in those proceedings.

## **APPENDIX H**

# **SUBSTANCE ABUSE POLICY**

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## **SUBSTANCE ABUSE POLICY**

### **NORTHERN CALIFORNIA CONSTRUCTION INDUSTRY UNIFORM SUBSTANCE ABUSE PREVENTION POLICY**

This Uniform Substance Abuse Prevention Policy, hereinafter referred to as “Policy,” has been adopted by the San Francisco Public Utilities Commission (hereinafter “SFPUC”) and their successors or assigns, for and on behalf of themselves and their Construction Managers and Contractors, and the Building and Construction Trades Council of San Francisco County, Building and Construction Trades Council of San Mateo County, Building and Construction Trades Council of Alameda County, Building and Construction Trades Council of Santa Clara and San Benito Counties, Building and Construction Trades Council of Stanislaus, Merced, Tuolumne, and Mariposa County, the Local Unions or Councils that become signatory to the Agreement, (collectively referred to as “Unions”) and is binding on the Contractors who agree to be bound by the Substance Abuse Policy.

The Parties agree and acknowledge that the United States Government may require differing testing and detection standards than those that are contained in this policy for certain projects that will be constructed under the Project Labor Agreement. To the degree that these federal policies differ in substance or procedure (including the use of random testing) the Parties acknowledge that the federal policies will prevail where required by law or regulation. Violation of any federal policy will result in the same consequences as a violation of this policy.

### **POLICY**

The Contractors and the Union are committed to protecting the health and safety of individual employees, their co-workers, and the public at large from the hazards caused by the misuse of drugs and alcohol on the job. The safety of the public, as well as the safety of fellow employees, dictates that employees are not permitted to perform their duties while under the influence of drugs or alcohol.

This program supersedes any policies negotiated for any other work outside of the Project by Contractors and the Unions that might otherwise apply. Nothing in this Agreement is intended to supersede or diminish more restrictive controlled substance or alcohol regulations imposed by federal or state agencies upon specific employee groups or categories of employees who are also covered by this Program. A summary of this Program will be provided to all dispatched employees. The full Agreement will be made available to any Union representative or to Project employees upon request.

The intention of this Program is to comply with the SFPUC's WISPLA requirement of maintaining a drug and alcohol free workplace in order to assure safe and productive working conditions with due regard for the personal privacy interests of Project employees. It is not the intention of the parties that any Contractor intrude on off-duty activities of Project

employees away from the Project site unless those activities have a job-related impact. The circumstances permitting controlled substance and alcohol testing in this Program have been carefully defined and intentionally restricted.

The Substance Abuse Prevention Coordinator will retain oversight over the Programs and will monitor test procedures for consistency and policy compliance.

In order to implement this Policy, the following Agreements have been reached:

1. No employee may purchase, sell, transfer, furnish, possess, use or be under the influence of illegal drugs or any alcoholic beverage while working on any Project job site in connection with work performed under the Project Labor Agreement, or when using any Contractor vehicle.
2. The proper use of prescription drugs or over-the-counter medication as part of a medical treatment program and consistent with the terms of this Policy is not a violation of this Policy. The improper use of prescription drugs, over-the-counter medication or the use of designer or synthetic drugs that alters or affects an individual's motor function or mental capacity is prohibited and is a violation of this Policy. Employees who believe or have been informed that their use of any prescription drug or over-the-counter medication may present a safety risk are to report such use to the Contractor's supervision to insure the safety of themselves, other employees, and Contractor or Project property or vehicles.
3. Any employee, while employed on the Project, who tests positive for drug or alcohol abuse or who is convicted for selling illegal drugs off the Project will not be permitted to work on the Project and will be subject to discipline up to and including discharge, subject to the provisions of this policy. Employees engaged in the sale, purchase or use of illegal drugs during the employee's working hours will be subject to immediate termination and removed from the project and will not be eligible for rehire.
4. Any prospective or dispatched worker who fails the pre-employment testing required pursuant to this Policy will be denied employment and will not be eligible for referral to any Contractor on the Project until a period of not less than sixty (60) calendar days has passed and the applicant has provided a certification of rehabilitation and satisfactory participation in an approved counseling or rehabilitation program, which will be at the employee's expense.
5. Any prospective or dispatched worker/employee who refuses to submit to a properly administered drug or alcohol test will be treated as having tested positive on the test and will be subject to removal from the Project and will not be granted permission for a second drug or alcohol test for a period of ninety (90) days.

## **NOTICE**

1. When calling the Union hiring hall for workers, the Contractor shall advise the Union dispatcher that the Contractor will require any dispatched worker to take a pre-employment drug and alcohol test, and that worker(s) will be subject to further testing in accordance with specified circumstances outlined in this policy.
2. At the commencement of a contract, the Contractor shall also provide notice in advance of the first dispatch request either by certified mail, by facsimile transmission or by hand delivery.
3. The Contractor shall provide written notice to each employee, attached hereto as Appendix C, of the major provisions of the drug and alcohol testing policy and its consequences.
4. A contractor that fails to provide notice to the dispatcher shall be liable for two hours show up pay for any dispatched worker that refuses to take a pre-employment test, and a dispatched worker's refusal to take the test may not be used in any adverse manner against that worker, except that no dispatched worker will be hired without having taken a pre-employment drug test.

## **TERMS / DEFINITIONS**

For purposes of this Policy, the following terms/conditions will apply:

1. **Illegal Drugs:**

For the purpose of this Policy, the terms "illegal drugs" or "drugs" refer to those drugs listed in Appendix A, except in those circumstances where they are prescribed by a duly licensed health care provider. Appendix A lists the illegal drugs and alcohol and the threshold levels for which an employee/applicant will be tested. Threshold levels of categories of drugs and alcohol constituting positive test results will be determined using the applicable Substance Abuse and Mental Health Services Administration ("SAMHSA") (formerly the National Institute of Drug Abuse, or "NIDA") threshold levels, or U.S. government required thresholds where required, in effect at the time of testing. Appendix A will be updated periodically to reflect the SAMHSA or the U.S. Government threshold changes, subject to mutual agreement of the parties.

2. **Prescription Drug:**

A drug or medication prescribed by a duly licensed health care provider for current use by the person possessing it that is lawfully available for retail purchase only with a prescription.

### 3. Reasonable Cause:

Reasonable cause to test (which test must be conducted pursuant to this Policy's Identification and Consent Procedures outlined below) an employee for illegal drugs or alcohol will exist when specific, reliable objective facts and circumstances are sufficient for a prudent person to believe that the employee more probably than not has used a drug or alcohol as evidenced by work performance, behavior or appearance while on the jobsite. These indicators will be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol, and will be indicators not reasonably explained as resulting from causes other than the use of such controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.) If cause results from an observation, the observation must be confirmed by a second member of the Individual Contractor's supervision and those Contractor representatives will endeavor to consult with the Contractor's Safety Representative or a jobsite management representative, one who must be trained in detection of drug use, and whose training will be documented. The specific behavioral, performance or on-the-spot physical indicators of being under the influence of drugs or alcohol on the job will be substantiated in writing by the use of an Incident Report Form (attachment 5).

The following may constitute some of the reasonable causes to believe that an employee is under the influence of drugs or alcohol.

- (a) Incoherent, slurred speech;
- (b) Odor of alcohol on the breath;
- (c) Staggering gait, disorientation, or loss of balance;
- (d) Red and watery eyes, if not explained by environmental causes;
- (e) Paranoid or bizarre behavior; or
- (f) Unexplained drowsiness.

### 4. Post-Accident Testing

A Contractor will require that an employee who is involved in an accident in the course of job duties resulting in serious damage to plant, property or equipment or injury to him/herself or others as defined below may be tested (which test must be conducted pursuant to this Policy's Identification and Consent Procedures outlined below) for drugs or alcohol where the Contractor safety representative or designee concludes that:

- (a) The accident may have resulted from human error or could have been avoided by reasonably alert action; and
- (b) The employer's representative reasonably concluded that the employee(s) to be tested caused or contributed to the following circumstances:
  - (i) An OSHA recordable injury, i.e., medical treatment case, restricted work case or lost workday case;
  - (ii) Damage to equipment, vehicles, structures, or guarding resulting in repair costs that in the judgment of the Contractor will exceed \$2,500.00;

- (iii) Loss of material containment resulting in an environmental spill notification; or
  - (iv) Any incident resulting in job site shutdown or involving a fatality; and
- A basis exists to believe that the employee was under the influence of a drug or alcohol at the time of the accident.

## 5. Adulterated, Substituted or Diluted Specimens

This Substance Abuse Prevention Policy adheres to guidelines established in SAMHSA Public Document 035 dated September 28, 1998 for determining the validity of a specimen. This guideline is consistent with the Department of Transportation (DOT) regulations (49 CFR Part 40 and 382) that permit laboratories to conduct additional tests to determine the validity of a specimen.

An employee/applicant submitting a specimen for which an approved testing laboratory reports the existence of an “adulterant”, “interfering substance” and /or “masking agent” or the sample is identified as a “substituted specimen” will be deemed a violation of this Project Labor Agreement and Policy and will be processed as if the test result were positive. Those employees/applicants for whom the testing laboratory reports an “adulterated”, interfering substance”, masking agent”, or substituted” specimen will be prohibited from the Project for not less than ninety (90) calendar days and the employee/applicant shall be required to show certification of rehabilitation and satisfactory participation in a Substance Abuse Prevention Coordinator-approved rehabilitation program, not at the expense of the Contractor or Owner, as a condition of the employee’s return to work at that time.

The guideline issued in PD 035, in the SAMHSA September 28, 1998 memo uses the following reporting protocols:

- (a) Adulterated Specimen: PD035 includes three definitions for Adulterated:  
If the nitrite concentration is equal to or greater than 500 mcg/mL.
  - 1. If the pH is less than or equal to 3, or if it is greater than or equal to 11.
  - 2. If a foreign substance is present, or if an endogenous substance (one that is normally found in urine) is present at a concentration greater than the normal physiological concentration.
- (b) Substituted Specimen: one that has a creatinine of less than or equal to 5mg/dL and a specific gravity less than or equal to 1.001 or greater than or equal to 1.020. These specimens do not exhibit the clinical signs or characteristics associated with normal urine.
- (c) Dilute Tests: Protocol covering dilute specimens will follow guidelines established by SAMSHA PD 035 in their memo dated September 28, 1998. Specimens identified by the testing laboratory as dilute will require the employee/applicant to be retested. A second test due to a dilute specimen will require the employee/applicant to submit to an observed test. Refusal to retest or noncompliance with drug testing procedures will result in the employee/applicant being prohibited from working on the Project for ninety (90) calendar days and the employee/applicant will be required to successfully complete a Substance Abuse Prevention Coordinator-approved rehabilitation program at his/her own expense as a condition of the employee’s return to work at that time.

A “dilute specimen” is defined as: “one that has a creatinine reading less than 20 mg/dL, but greater than 5 mg/dL, and a specific gravity less than 1.003 but greater than 1.001.

6. Project. The Project is defined as any construction activity that is undertaken under the terms of the SFPUC Water System Improvement Program Project Labor Agreement.

### **IDENTIFICATION AND CONSENT PROCEDURES**

1. When a prospective employee or dispatched worker arrives at the job site for potential employment, he/she will be shown and sign a copy of the Pre-Employment Substance Abuse Prevention Testing Consent/Waiver Form attached as Attachment 4 before taking a pre-employment drug or alcohol screening test. An employee who is working on the Project and has submitted to the pre-employment drug and alcohol test and has tested negative may thereafter be required to submit to drug or alcohol testing only if the Contractor has "reasonable cause" to believe that the employee is under the influence of drugs or alcohol in violation of this Policy or in connection with an accident as set out above in this Policy. The Contractor may order urine (or in the case of alcohol, breathalyzer) testing only.
2. If a management representative (preferably not in the bargaining unit) makes observations of an employee which may constitute reasonable cause for drug or alcohol testing, the supervisor shall immediately take the following actions:
  - (a) Inform the employee that he/she may have a Union Representative present, if reasonably available. The employee will be shown the Substance Abuse Prevention Testing Consent/Waiver Form (attachment 2).
  - (b) Fill out the Incident Report Form, including a statement of the specific facts constituting reasonable cause to believe that the employee is under the influence of drugs or alcohol, and the names of the person(s) making the supporting observations;
  - (c) Provide a completed copy of this Incident Report Form to the bargaining unit employee before he/she is required to be tested, (and one copy made available to the Union Representative, if present). After being given a copy of the Incident Report Form, the bargaining unit employee will be allowed enough time to read the entire document, to understand the reasons for the test.
  - (d) Provide the employee with an opportunity to provide an explanation of his/her condition, including providing evidence (e.g., doctor's prescription or note, or prescription container) of existing medical treatment or reaction to a prescribed drug. If available, the Union Representative shall be present during such explanation; and will be entitled to confer with the employee before the explanation is required;

- (e) If the Management representative(s), after observing the employee, and hearing any explanation, concludes that there is in fact reasonable cause to believe that the employee is under the influence of drugs or alcohol, the employee may be ordered to submit to a drug and/or alcohol test and will be asked to sign the Consent/Waiver Form attached as Attachment 2.
- 3. Failure to follow any of these procedures will result in the elimination of the test results as if no test had been administered; the test results will be destroyed and no discipline shall be imposed against the bargaining unit employee. Refusal of the employee to submit to the test where these procedures have been followed will be treated as a positive test and subject the employee to discipline including removal from the Project and discharge.
- 4. Unless there is reason to believe that the person being tested has previously altered a sample, or unless there is agreement in writing, an individual will be allowed to provide the required specimen in the privacy of a stall or partitioned area.
- 5 A worker initially dispatched to a Project jobsite where this Policy is in effect will be required to submit to testing for illegal drugs or alcohol as defined in this Policy. The testing of such workers must be conducted in compliance with the "Drug Testing Procedures" described in this Policy, and be required of dispatched workers only on the first day of reporting to the initial jobsite. The urine drug and alcohol testing of these dispatched workers, is the only testing allowed under this Policy other than for "reasonable cause" or in connection with an accident as set out above in this Policy. Notwithstanding this provision, if a rehabilitation program or drug treatment program determines that periodic testing is appropriate or necessary for the employee who has tested positive under this Policy, then that employee will be subject to future urine drug testing as recommended by the rehabilitation program.

Except as set out in the Notice provision above, a worker initially dispatched to such jobsite who refuses to submit a urine sample for drug/alcohol testing will not be entitled to show-up pay for that day, and will be denied employment on the Project for a period of ninety (90) calendar days. If a worker who has refused a test returns to the same jobsite within ninety (90) calendar days, and is denied work, that worker will not be entitled to show-up pay. If a worker initially dispatched to the jobsite refuses to submit a urine sample or to take a breathalyzer test for drug/alcohol testing, and that worker is denied employment for ninety (90) calendar days, this Individual Contractor action will not be grievable under the Project Labor Agreement. If the worker tests negative for drugs and alcohol, he/she will not be drug tested again while employed by the Individual Contractor at any jobsite except for reasonable cause or post-accident as described in this Policy.

- 6. If the Individual Contractor has reasonable cause to believe an employee is under the influence of drugs or alcohol, or requires a post accident drug or alcohol test, as set forth in this Policy, and the employee refuses to submit to a drug test, the refusal shall be treated as a positive test result and the employee/applicant shall be subject to discipline, including removal from the Project and discharge.

7. The following rules control the pay for dispatched workers tested on the first day of their employment:
  - (a) A dispatched worker who is put to work immediately after having passed the test shall be paid starting at the time the worker reported for the test(s).
  - (b) Where a contractor requests a dispatched worker to report for purposes of a pre-hire substance abuse test, and does not intend to place the worker in an active work position on that day, the worker shall receive four (4) hours of pay at the regular straight-time hourly rate if the test is negative.
  - (c) If the dispatched worker is not allowed to work until the results of the drug test are received, and the test results are positive, the dispatched worker is not entitled to any form of pay (including show-up pay).
  - (d) If the dispatched worker is put to work, that dispatched worker is entitled to pay and benefits under the Project Labor Agreement for all hours worked, regardless of the results of the drug test.
  - (e) Where a contractor fails to provide notice, pursuant to this Policy, to the Union hiring hall that the job site is a drug and alcohol testing site, a dispatched worker who refuses to take the pre-employment test will be paid two hours show up pay, except that no dispatched worker will be hired without having taken a pre-employment drug test.

### **DRUG TESTING PROCEDURES**

1. The testing shall be done at a certified laboratory located in California. The collective bargaining parties retain the right to inspect the laboratory to determine conformity with the standards described in this policy. The laboratory will only test for alcohol and the illegal drugs listed in the Definition Section of this Policy and Attachment 1. All testing will be at the Contractor's expense.

Testing procedures, including controlled substances to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines For Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended and the Federal Motor Carrier Safety Act regulations, where applicable. Controlled substance tests shall be conducted only by laboratories licensed and approved by SAMHSA which comply with the American Occupational Medical Association (AOMA) ethical standards. Controlled substance tests shall be by urinalysis and shall consist of two procedures, a screen test (EMIT or equivalent) and if that is positive, a confirmation test (GC/MS). Alcohol tests shall be by breathalyzer. Any test revealing a blood/alcohol level equal to or greater than 0.08 or the established California State standard for non-commercial motor vehicle operations, or

when operating a moving vehicle or crane any test revealing a blood/alcohol level equal to or greater than 0.04 or the established California State standard for commercial motor vehicle operations, percent shall be positive and will be conducted under procedures consistent with California State law.

An employee/applicant presenting himself/herself at a Substance Abuse Prevention Coordinator-approved drug collection site must have a minimum of one piece of government-issued photo identification and may not leave the collection site for any reason – unless authorized by the collection agency – until he/she has fully completed all collection procedures. Failure to follow all collection procedures will result in the employee/applicant being classified as “refusing to test” and being prohibited from working on the Project for a minimum of ninety (90) calendar days from the date of the scheduled test.

At the time the urine specimens are collected, two (2) separate samples shall be placed in separate sealed containers. One (1) of the samples collected in a separate container shall be kept refrigerated at the site where the sample is given. Upon request, this second sample shall be made available to the employee for testing by a certified laboratory selected by the employee at the employee's expense.

2. The specific required procedure is as follows:
  - (a) Urine will be obtained directly in a tamper-resistant urine bottle. Alternatively, the urine specimen may be collected at the employee's option in a wide-mouthed clinic specimen container that must remain in full view of the employee until transferred to, sealed and initialed, in separate tamper-resistant urine bottles.
  - (b) Immediately after the specimen is collected, it will be divided into two (2) urine bottles, which, in the presence of the employee, will be labeled and then initialed by the employee and witness. If the sample must be collected at a site other than the drug and/or alcohol-testing laboratory, the specimens must then be placed in a transportation container. The container shall be sealed in the employee's presence and the employee must be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
  - (c) A chain of possession form must be completed by the hospital, laboratory and/or clinic personnel during the specimen collection and attached to and mailed with the specimens.
3. The initial test of all urine specimens will utilize immunoassay techniques. All specimens identified as positive in the initial screen must be confirmed utilizing gas chromatography/mass spectrometry (GC/MS) technique that identifies at least three (3) ions. In order to be considered "positive" for reporting by the laboratory to the employer, both samples must be tested separately in separate batches and must also show positive results on the GC /MS confirmatory test.
4. All positive drug, alcohol or adulterant test results must be reported to a Medical Review Officer (MRO) appointed by the designated testing laboratory. The MRO shall review the

5. test results and any disclosure made by the employee/prospective or dispatched worker and shall attempt to interview the employee/ prospective or dispatched worker to determine if there is any physiological or medical reason why the result should not be deemed positive. If no extenuating reasons exist, the MRO shall designate the test positive. The MRO shall make good faith efforts to contact the employee/applicant, but failing to make contact within two (2) working days, may deem the employee/applicant's result a "lab positive." After the issuance of a "lab positive", the employee/applicant will be barred from the Project until the employee/applicant makes contact with the MRO and the MRO sends the Substance Abuse Prevention Coordinator a written confirmation of a negative result.
6. If the testing procedures confirm a positive result, as described above, the employee/dispatched worker and the Substance Abuse Prevention Coordinator will be notified of the results in writing by the MRO, including the specific quantities. If requested by the employee or the Union, (with the written consent of the member), the laboratory will provide copies of all laboratory reports, forensic opinions, laboratory work sheets, procedure sheets, acceptance criteria and laboratory procedures.
7. In the event of a positive drug or alcohol test, an automatic confirmation test will be performed on the original specimen by the testing laboratory at no cost to the employee. In addition, the testing laboratory shall preserve a sufficient specimen to permit an independent re-testing at the request of the employee at his/her expense. The same, or any other, approved laboratory may conduct re-tests. The laboratory shall endeavor to notify the MRO of positive drug, alcohol or adulterant tests results within five (5) working days after receipt of the specimen. The employee may request a re-test within five (5) working days from notice of a positive test result by the MRO. The requesting party will pay costs of re-tests in advance.
7. The Substance Abuse Prevention Coordinator shall assure that all specimens confirmed positive will be retained and placed in properly secured long-term frozen storage for a minimum of one (1) year, and be made available for retest as part of any administrative proceedings.
8. All information from an employee's or dispatched worker's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed.
9. Every effort will be made to insure that all employee substance abuse problems will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in any disciplinary procedure, and those persons will be identified in writing at the time of the procedure.

No laboratory or medical test results will appear in the employee's Personnel File. Information of this nature will be kept in a separate, confidential file.

All necessary measures shall be taken to keep the fact and the results of the test confidential.

**PROCEDURE FOR PRE-EMPLOYMENT**  
**“ON SITE SCREEN TEST”**

1. The parties agree that an Employer may conduct for pre-employment purposes only an “on-site screen test” (“Quicktest” – saliva testing), and only if that test is “non-negative” will a confirmation test be performed. This on-site screen test is to enable the dispatched worker and the employer to know immediately that the prospective employee has been cleared for work.
2. The parties acknowledge that this effort to provide a quicker way to put an employee to work requires a slightly different set of test protocols for the on-site test (set out in Attachment 1(a)). The parties understand that this in no way changes the ultimate right of the employee to have his/her eligibility for employment determined under the original Attachment 1 (as it might be changed by evolving federal standards). The parties also acknowledge that the category of Amphetamines includes Methamphetamines.
3. In order to facilitate the on-site test, the parties agree that an individual’s sample will be divided into three separate containers. One of the containers will provide a sample for the on-site test that will be read within 5-10 minutes of collection. The other two containers will be sealed and sent to the lab when a confirmation is necessary because of a “non-negative” outcome of an on-site test. The laboratory will store the split sample in accordance with SAMSHA guidelines. One of the two samples will be used for a confirmation test and the other will be made available to the employee for testing by a certified laboratory selected by the employee at the employee’s expense. The parties acknowledge that this is consistent with the intent of this Agreement.
4. An employee who originally passed a pre-employment drug test and who is continuously employed by a Contractor on covered project work does not have to be re-tested solely as a consequence of being shifted from work on one covered project to another. In addition, the parties agree that the term “prospective employee or dispatched worker” does not include an individual that has previously passed a pre-employment drug test, has not failed any employment-related test on the Project, has been employed on covered work and was laid off from that project and dispatched to another Contractor on covered work within seven days of being laid off. Such an employee will be considered to have passed an on-site test and the Substance Abuse Prevention Coordinator will so notify the Employer; however this does not preclude an Employer from determining that there is reasonable cause to require drug or alcohol testing of that employee under the provisions of this Policy.

**CONSEQUENCES FOR VIOLATING**  
**THE RULES AND PROVISIONS OF THIS POLICY**

1. Prospective or dispatched workers: Dispatched workers who test positive to the pre-employment drug and alcohol test conducted pursuant to this Policy will be denied

employment by the Individual Contractor until their test is confirmed to the dispatched worker in writing. Dispatched workers will be informed in writing if they are rejected on the basis of a confirmed positive drug test result. A dispatched worker may utilize the Project Labor Agreement grievance procedure to challenge the validity of a positive test result.

2. Employees: If the initial results of a drug or alcohol test administered by the Individual Contractor show that the employee was under the influence of drugs or alcohol while on duty, the employee will be removed from the Project until the test results have been confirmed by the procedures contained in this Policy.
  - (a) If the final test is negative, the employee will be reinstated with full backpay for lost time.
  - (b) If the initial positive test result is confirmed, the employee will be barred from the Project effective the date and time of the collection of the test specimen. The employee is subject to termination, subject to the provisions of this section below.
  - (c) Discipline imposed for a first positive test for an employee subjected to reasonable-cause testing, or subject to post-accident testing when in fact drugs or alcohol played no role in the accident, and any grievance filed in response thereto, will be held in abeyance pending voluntary participation by the employee in a Substance Abuse Prevention Coordinator-approved treatment program during an unpaid leave of absence.
  - (d) The employee may return to work if work is available after a certificate of either rehabilitation or satisfactory participation in the program. If the program determines that periodic testing is appropriate or necessary, the employee will be subject to future urine drug or alcohol testing, even on a random basis.
  - (e) If the employee successfully completes or participates in such a program or is not disciplined for substance use, possession or being under the influence of drugs or alcohol for twenty-four (24) months following the initial confirmed positive test, the discipline shall be revoked.
  - (f) A second positive test will result in the imposition of discipline, including termination and removal from the Project and the lifting of any suspension regarding discipline imposed for a first test less than twenty-four months preceding the date of the second positive test.

#### **NOTICE AND CONSENT/WAIVER FORMS**

Employees must execute a written consent and waiver to submit to the drug and alcohol tests and for the testing laboratory to release the report of test results to the Contractor. The individual to be tested will sign the form as shown in Attachment 4 at the time of submitting to a pre-employment test and the form attached as Attachment 2 for any subsequent test. Signing the Consent/Waiver Form will not waive any individual rights available to the employee under

federal or state law. The employee must also sign at the time of employment the Notice Form, as shown in Attachment 3, describing the employee's obligations under this Uniform Substance Abuse Prevention Policy.

### **SUBSTANCE ABUSE PREVENTION COORDINATOR**

The SFPUC will designate a Substance Abuse Prevention Coordinator from candidates nominated by the parties to the Project Labor Agreement to monitor compliance with this Policy and to provide assistance to Project employees with questions concerning drug or alcohol test procedures, availability of approved counseling or rehabilitation or any other drug or alcohol matters. All inquiries to the Coordinator will be confidential. The parties are eager to help employees with drug and alcohol abuse problems. The Coordinator will be prepared to assist employees in discussing insurance coverage and locating available counseling, rehabilitation and community resources.

### **SUPERVISOR TRAINING**

The Contractor shall develop and implement a program of training to assist Management representatives and stewards in identifying factors which constitute reasonable cause for drug testing, as well as a detailed explanation and emphasis on the terms and conditions of the drug policy.

### **EMPLOYEE VOLUNTARY SELF-HELP PROGRAM**

An employee who engages in drug/alcohol abuse is encouraged to participate in an Employee Voluntary Self-Help Program. Employees who seek voluntary assistance for alcohol and/or substance abuse not arising out of or in connection with the occurrence of any testing incident or related disciplinary action may not be disciplined for seeking such assistance. Request by employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Such Voluntary Self-Help Program will not be at the expense of the Owner or Contractor. An Employee Voluntary Self-Help Program Counselor shall not disclose information on drug/alcohol use received from an employee for any purpose or under any circumstances, unless specifically authorized in writing by the employee.

The Contractor shall offer an employee affected by alcohol or drug dependency an unpaid medical Leave of Absence, for the purpose of enrolling and participating in a drug or alcohol rehabilitation program. Any employee who voluntarily submits to such Voluntary Self-Help Program may return to employment on the project upon successful completion of such a program, or upon a certification of rehabilitation and satisfactory participation in such a

program, and provided that the employee passes a drug and alcohol test upon return to the project and agrees for a period of one (1) year thereafter, to submit to periodic drug and alcohol testing which shall be conducted in addition to any reasonable cause or post-accident testing otherwise conducted, if considered appropriate or necessary by the rehabilitation program.

The Substance Abuse Prevention Coordinator will work with the signatory Unions to develop an “approved” list of counseling and rehabilitation programs to be used by employees/applicants who test positive for illegal drugs, alcohol, adulterants or misuse of prescription drugs. The cost of counseling and rehabilitation will not be the responsibility of the Contractor or Owner.

### **GRIEVANCE PROCEDURE**

All disputes concerning the interpretation or application of this Policy shall be subject to the Disputes and Grievances Procedure established by Article VII of the Project Labor Agreement. Such disputes may be initiated at Step 2 of the Procedure. Nothing in the grievance procedure may void this Uniform Substance Abuse Policy on the SFPUC Water System Improvement Program from continued utilization on Project work.

### **SAVINGS CLAUSE**

The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy will not invalidate the remaining portions. In the event of such determination, the parties to the Project Labor Agreement agree meet promptly to commence negotiations concerning the provision affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

### **TERM OF AGREEMENT**

This Policy constitutes the only Agreement in effect between the parties to the Project Labor Agreement concerning drug abuse, prevention and drug testing. No revisions or amendments will be made to this Policy except with the written approval of the parties hereto. This Policy shall become effective for all work covered by the Project Labor Agreement (and, to the current work covered by the SFPUC pursuant to the terms of Section 16.1 of Article XVI “SUBSTANCE ABUSE”, of that Agreement) upon the effective date of the Project Labor Agreement and shall remain in effect for the duration of the Agreement unless terminated or amended by the mutual consent of the parties hereto.

The parties to the Project Labor Agreement agree to meet on an annual basis to review this Policy, to bring it into compliance with the law, if necessary, and to review other considerations, which may arise during the course of this Agreement. Changes in this Policy may be made only if mandated by law or agreed upon by the collective bargaining parties.

**ATTACHMENT 1**

**SUBSTANCE ABUSE PREVENTION AND DETECTION**  
**THRESHOLD LEVELS**

| CONTROLLED SUBSTANCE* | SCREENING METHOD | SCREENING LEVEL**          | CONFIRMATION METHOD | CONFIRMATION LEVEL         |
|-----------------------|------------------|----------------------------|---------------------|----------------------------|
| Amphetamines          | EMIT             | 1000 ng/ml**               | GC/MS               | 500 ng/ml**                |
| Barbiturates          | EMIT             | 300 ng/ml                  | GC/MS               | 200 ng/ml                  |
| Benzodiazepines       | EMIT             | 300 ng/ml                  | GC/MS               | 300 ng/ml                  |
| Cocaine               | EMIT             | 300 ng/ml**                | GC/MS               | 150 ng/ml**                |
| Methadone             | EMIT             | 300 ng/ml                  | GC/MS               | 100 ng/ml                  |
|                       |                  |                            |                     |                            |
| Opiates               | EMIT             | 2000 ng/ml**               | GC/MS               | 2000 ng/ml**               |
| PCP (Phencyclidine)   | EMIT             | 25 ng/ml**                 | GC/MS               | 25 ng/ml**                 |
| Propoxyphene          | EMIT             | 300 ng/ml                  | GC/MS               | 100 ng/ml                  |
| THC (Marijuana)       | EMIT             | 50 ng/ml**                 | GC/MS               | 15 ng/ml**                 |
|                       |                  |                            |                     |                            |
| Alcohol               | EMIT             | 0.08 or 0.04 % as required | GC/MS               | 0.08 or 0.04 % as required |

\* All controlled substances including their metabolite components

\*\* SAMHSA specified threshold

\*\*\* A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level. Testing levels may be changed to meet revised industry standards subject to mutual agreement.

**EMIT – Enzyme immunoassay**

GC/MS – Gas Chromatography/Mass Spectrometry

**ATTACHMENT 1(a)**

**SUBSTANCE ABUSE PREVENTION AND DETECTION**  
**THRESHOLD LEVELS**  
**FOR**  
**ON-SITE TEST**

| CONTROLLED SUBSTANCE*  | SCREENING METHOD | SCREENING LEVEL**             | CONFIRMATION METHOD | CONFIRMATION LEVEL            |
|------------------------|------------------|-------------------------------|---------------------|-------------------------------|
| Amphetamines           | EMIT             | 1000 ng/ml**                  | GC/MS               | 500 ng/ml**                   |
| Barbiturates           | EMIT             | 300 ng/ml                     | GC/MS               | 200 ng/ml                     |
| Benzodiazepines        | EMIT             | 300 ng/ml                     | GC/MS               | 300 ng/ml                     |
| Cocaine                | EMIT             | 300 ng/ml**                   | GC/MS               | 150 ng/ml**                   |
| Methadone              | EMIT             | 300 ng/ml                     | GC/MS               | 100 ng/ml                     |
|                        |                  |                               |                     |                               |
| Opiates                | EMIT             | 2000 ng/ml**                  | GC/MS               | 2000 ng/ml**                  |
| PCP<br>(Phencyclidine) | EMIT             | 25 ng/ml**                    | GC/MS               | 25 ng/ml**                    |
| Propoxyphene           | EMIT             | 300 ng/ml                     | GC/MS               | 100 ng/ml                     |
| THC<br>(Marijuana)     | EMIT             | 50 ng/ml**                    | GC/MS               | 15 ng/ml**                    |
|                        |                  |                               |                     |                               |
| Alcohol                | EMIT             | 0.08 or 0.04 %<br>as required | GC/MS               | 0.08 or 0.04 %<br>as required |

## **ATTACHMENT 2**

### **EMPLOYEE DRUG TEST CONSENT/WAIVER FORM**

TO: (Name of Contractor/Employer) \_\_\_\_\_  
FOR: (Project Name) \_\_\_\_\_

Name of Dispatched Worker/Employee: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Other phone numbers: Pager \_\_\_\_\_ Mobile \_\_\_\_\_

#### **Consent for Testing**

I (write your name) \_\_\_\_\_ understand that my Employer has determined that there is probable cause to believe that I have been working at the job site under the influence of alcohol or drugs. In response to this, my Employer requires that I provide a urine (or breathalyzer) sample as is allowed under the Project drug testing policy.

These tests will be used to detect the presence of alcohol, marijuana and/or other drugs in my body. I understand that if these drugs are found to be present in my body that I will be subject to discipline including discharge from employment.

I hereby consent and agree to give specimens of my urine or to take the breathalyzer test. **My refusal to provide such a specimen or take such a test will lead to termination of my employment.**

All charges for these tests will be paid for by the Employer and not by me.

**Waiver: The results of any test I am required to take may be furnished, in accordance with the terms of this policy, to the Medical Review Officer, the Substance Abuse Prevention Coordinator and my employer. The company may inform the Union that I failed the test only if a grievance is filed in my behalf.**

**I have read, understand and agree to the above:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Employee Signature

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

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

### **ATTACHMENT 3**

### **UNIFORM SUBSTANCE ABUSE PREVENTION PROGRAM NOTICE FORM**

The SFPUC Water System Improvement Program Substance Abuse Prevention Program requires that:

- Use, possession or the sale of controlled substances at the Project site is prohibited. Employees engaged in the sale, purchase or use of illegal drugs during the employee's working hours will be subject to immediate termination, removed from the project and not be eligible for rehire.
- Conviction for selling illegal drugs, while employed on this Project, even if off the Project, will cause me to be barred from the Project and will subject me to discipline, including discharge.
- Use of prescribed or over-the-counter medication is permitted if it will not affect work performance.
- If prescribed or over-the-counter may cause a safety risk, I must notify my Contractor-employer prior to using such substances on the job.
- If I refuse to submit to pre-employment screening/testing for controlled substances and alcohol as requested by the Contractor in accordance with the terms of the Program, I will not be eligible to retake the drug test for ninety (90) calendar days. I understand that nobody will be hired on the Project without taking and passing such a test.
- The presence of an adulterant in my system at or above the defined threshold levels will make me ineligible for employment, or will result in the termination of my employment and ineligibility for reemployment, for at least ninety (90) calendar days.
- I will not be hired if I fail the test because an illegal drug or alcohol is found in my system, and I will not be eligible to be employed for ninety (90) calendar days and unless I have participated successfully in a drug or alcohol rehabilitation program.
- I may be terminated for failing a drug or alcohol test, and I will be required to complete an approved counseling or rehabilitation program and to agree to periodic testing at that program's request in order to return to work.

I sign this acknowledgment voluntarily, with full knowledge and understanding of the SFPUC Project Substance Abuse Prevention Program and I agree to be bound by its terms.

(Employee Name)                  Print \_\_\_\_\_  
                                            Signature \_\_\_\_\_  
                                            Date \_\_\_\_\_

Contractor/Company Name \_\_\_\_\_

**ATTACHMENT 4**

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION**  
**WATER SYSTEM IMPROVEMENT PROGRAM**  
**PRE-EMPLOYENT DRUG TEST**  
**CONSENT/WAIVER FORM**

TO: (Name of Contractor/Employer) \_\_\_\_\_  
FOR: (Project Name) \_\_\_\_\_

Name of Dispatched Worker/Employee: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Other phone numbers: Pager \_\_\_\_\_ Mobile \_\_\_\_\_

**Consent for Testing**

I (write your name) \_\_\_\_\_ understand that the SFPUC Project to which I have been dispatched, or for which I am seeking employment, requires pre-employment drug and alcohol testing. The company to which I have been dispatched requires that I take and pass this test prior to commencing employment.

These tests will be used to detect the presence of alcohol, marijuana and/or other drugs in my body. I understand that if these drugs are found to be present in my body that I will be ineligible for employment on the Project and will not be able to take a new drug or alcohol test for ninety (90) days.

I hereby consent and agree to give specimens of my urine. **My refusal to provide such a specimen will prevent me from gaining employment on the Project for 90 days.**

All charges for these tests will be paid for by the Employer and not by me.

**Waiver: The results of any test I am required to take may be furnished, in accordance with the terms of this policy, to the Medical Review Officer, the Substance Abuse Prevention Coordinator and my employer. The company may inform the Union that I failed the test only if a grievance is filed in my behalf.**

**I have read, understand and agree to the above:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Prospective/Dispatched Worker

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

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

**ATTACHMENT 5****INCIDENT REPORT FORM**

Employer \_\_\_\_\_

Employee Involved \_\_\_\_\_

Date of Incident \_\_\_\_\_ Time of Incident \_\_\_\_\_

Location of Incident \_\_\_\_\_

Employee's Job Assignment/Position \_\_\_\_\_

Has employee been notified of  
his/her right to Union representation? \_\_\_\_\_

Date/Time Notified \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

Employee's Initials \_\_\_\_\_

Witness to Incident \_\_\_\_\_

OBSERVATIONS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_EMPLOYEE'S EXPLANATION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Action Recommended: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Action Taken \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_1. \_\_\_\_\_ 2. \_\_\_\_\_  
Signature \_\_\_\_\_ Signature \_\_\_\_\_Employer Representative Union Representative (if present)  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date/Time/Action Taken: \_\_\_\_\_

1/431678