

**Agreement to Extend the Port of Oakland
Maritime and Aviation Project Labor Agreement and Settlement Agreement
to September 30, 2015
by and between
The City of Oakland, A Municipal Corporation, acting by and through its
Board of Port Commissioners, and
The Alameda County Building and Construction Trades Council, AFL-CIO,
on behalf of the Unions.**

This Agreement to Extend the Port of Oakland Maritime and Aviation Project Labor Agreement and Settlement Agreement to September 30, 2015 is made by and between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners (the "Board"), and the Alameda County Building and Construction Trades Council, AFL-CIO, on behalf of the Unions (the "Unions"), collectively referred to as the "Parties."

Whereas, the Port of Oakland through its Project Contractor (Davillier-Sloan Inc./Parsons Constructors, Inc.) (the "Port") and the Alameda County Building and Construction Trades Council, AFL-CIO, on behalf of the Unions, entered into the "Port of Oakland Maritime and Aviation Project Labor Agreement" ("MAPLA"), which was approved and authorized by the Board of Port Commissioners on March 21, 2000 by Resolution No. 20131; and

Whereas, the Port and Unions entered into a "Settlement Agreement" dated August 2, 2002 (the "Settlement Agreement") to reach a full and final resolution of issues regarding the coverage of Port tenant construction projects under MAPLA; and

Whereas, the Parties have agreed several times since to extend the MAPLA and the Settlement Agreement, with the last agreement providing for a five year extension – as approved by the Board of Port Commissioners on June 22, 2010 by Resolution No. 10-72 – after which the MAPLA and the Settlement Agreement would have expired on June 30, 2015; and

Whereas, the Port and the Unions now agree to further extend the MAPLA and the Settlement Agreement to September 30, 2015.

So, therefore, the Port and Unions hereby agree to enter into this **Agreement to Extend the Port of Oakland Maritime and Aviation Project Labor Agreement and Settlement Agreement to September 30, 2015** (this "Agreement") as follows:

1. **Definitions:** Unless as otherwise defined in this Agreement, all capitalized terms in this Agreement shall mean the definition given the term in the MAPLA.
2. **Amendments to Extend Certain Effects of the MAPLA:** The following provisions of the MAPLA shall be amended as follows:
 - a. The third paragraph under "Maritime Division Program" of Section 1(a) of Article II of the MAPLA shall be amended (amendment in italics) to read as follows:

"Other Maritime Division expansion and modernization: Those projects, known or currently unknown, for which the estimated cost exceeds \$50,000 that appear on the Capital Improvement Program list for the Maritime Division and have been advertised for bid, invitations to bid have been made, or solicitation for proposals from contractors or sub-contractors have been issued on or before *September 30, 2015.*"

- b. The fourth paragraph under "The Aviation Development Program" of Section 1(a) of Article II of the MAPLA shall be amended (amendment in italics) to read as follows:

"Other Aviation Division expansion and modernization: Those projects, known or currently unknown, for which the estimated cost exceeds \$50,000 that appear on the Capital Improvement Program list for the Aviation Division and have been advertised for bid, invitations to bid have been made, or solicitation for proposals from contractors or sub-contractors have been issued on or before *September 30, 2015.*"

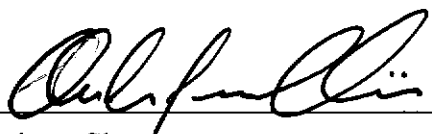
3. **Amendments to Extend Term of Settlement Agreement as to Port Tenant Construction Projects:** Section 2.b. of the Settlement Agreement shall be amended (amendment in italics) to read as follows:

"b. Tenants shall subject to MAPLA coverage other construction projects outside the geographic boundary set out on Attachment "A" that exceed \$150,000 if the Board of Port Commissioners recommends approval of a permit for construction for the tenant construction project prior to *September 30, 2015.*"

4. **Other Terms Unchanged:** The Parties agree that all other terms and conditions of the MAPLA, and its amendments, are otherwise unchanged by this Agreement unless otherwise agreed upon in writing by the Parties.

Chris Lytle
Executive Director
Port of Oakland

Date: June ____, 2015



Andreas Cluver
Secretary-Treasurer
Building & Construction Trades
Council of Alameda County

Date: June 12 2015

Approved as to form and legality:
June ____, 2015

Port Attorney

P.A. # _____

Resolution # _____