

**PROJECT LABOR AGREEMENT  
CITY OF SACRAMENTO SUMP 2 IMPROVEMENTS PROJECT**

This Project Labor Agreement for the City of Sacramento Sump 2 Improvement Project (hereafter the "Agreement") is entered into on \_\_\_\_\_, 1998, by and between the City of Sacramento, a charter city, and all unions signatory hereto.

**RECITALS/FINDINGS**

**WHEREAS**, the City of Sacramento's Combined Sewer System provides collection and treatment for sanitary sewage and/or storm drainage from approximately 11,300 acres in the City, pursuant to the terms of a National Pollutant Discharge Elimination System (NPDES) permit issued by the Central Valley Regional Water Quality Control Board (Regional Board); and

**WHEREAS**, in response to significant street flooding which occurred within the Combined Sewer System area, the Regional Board modified the City's NPDES permit in 1990 to prohibit overflows from the combined system. Based on a finding that such flooding exposed homes and commercial establishments to a potential public health threat, the Regional Board also issued a cease and desist order (CDO) that raised the potential for a moratorium on new development in the Combined Sewer System area; and

**WHEREAS**, in accordance with provisions of the CDO and subsequent amendments to the CDO requiring the City to develop corrective measures and obtain approval of a schedule for implementing such measures, the Sacramento City Council approved the City's Combined Sewer System Rehabilitation and Improvement Plan, which includes modifications and improvements to existing Pump Stations 1/1A and 2, Pioneer Reservoir, and rehabilitation and replacement of the underground piping system (Phase 1), and the potential construction of additional facilities such as underground storage structures, up-sized sewers and sewer replacement, if such additional controls are necessary and cost-effective (Phase 2); and

**WHEREAS**, in March of 1996, the Regional Board approved the City's Combined Sewer System Rehabilitation and Improvement Plan and rescinded the CDO, subject to implementation of improvements by the City pursuant to an approved schedule; and

**WHEREAS**, completion of Phase 1 of the Combined Sewer System Rehabilitation and Improvement Plan is expected to extend over a 10 to 15 year period, and cost approximately \$132 million; and

**WHEREAS**, the approximately \$38 million Sump 2 Improvements Project, consisting of a new Sump 2A Pump Station, a new Standby Power Building, modifications to the existing Sump 2 Pump Station, and site improvements, is a cornerstone of the Combined Sewer System Rehabilitation and Improvement Plan. The City's NPDES permit requires that construction of the new Sump 2A Pump Station be completed in 1999, and that the existing Sump 2 Pump Station modifications be completed in 2000; and

**WHEREAS**, the timely, economical and successful completion of the Sump 2 Improvements Project is of utmost importance to the City residents served by the City's Combined Sewer System. Timely, economical and successful completion of the Project also is necessary for the City to remain in compliance with the City's NPDES permit and avoid potentially costly penalties for violations, to avoid jeopardizing the continuing funding commitments required in order for the City to complete the Project, and to avoid adversely impacting the timely completion of other elements of the Combined Sewer System Rehabilitation and Improvement Plan; and

**WHEREAS**, to promote the public interest in timely, economical and successful completion of the Sump 2 Improvements Project, the Sacramento City Council on December 16, 1997, authorized the use of a pre-qualification procedure to select contractors eligible to bid on the Project, in accordance with the provisions of Sacramento City Code § 58.04.401(d). The pre-qualification procedure approved assures that prime contractors bidding on the Project possess sufficient experience and capability to successfully perform large projects of this nature; and

**WHEREAS**, on January 20, 1998, the Sacramento City Council recognized that other agencies in California have assured the timely, economical and successful completion of large public works construction projects, where the presence of multiple contractors/subcontractors on the job site over an extended period of time create a significant potential for work disruption and delay, by requiring the use of Project Labor Agreements. Such agreements, which are analogous to prehire agreements authorized by Section 8(f) of the National Labor Relations Act, reduce the potential for work disruption and delay by establishing uniform working conditions and requirements, promoting greater labor stability and cooperation during performance of the work, and providing for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in the successful completion of such projects; and

**WHEREAS**, a number of workers in different construction crafts will be employed in the performance of the Sump 2 Improvements construction work, including employees of the contractor and various subcontractors that may or may not be signatory to labor agreements with the unions representing such construction crafts. It is recognized that on a large project of this type, the presence of multiple contractors and bargaining units on the

job site at the same time over an extended period of time creates a substantial potential for work disruption and delay, unless there is an overriding commitment by all parties to avoid delays and maintain continuity of the work. Formalizing such a commitment for this project would greatly assist in meeting the construction deadlines described above; and

**WHEREAS**, the interests of the public and the City of Sacramento in the timely, economical and successful completion of the Sump 2 Improvements Project, as well as the interests of the contractors, employees and unions involved in the Project, would best be served if the construction work on the Project proceeded in an orderly efficient manner without disruption and delay because of strikes, work stoppages, picketing, lockouts or other labor-related delays or interferences with the work; and

**WHEREAS**, to accomplish these objectives, the City and the unions signatory hereto desire to mutually establish uniform terms and conditions regarding wages, working hours and conditions, and other aspects of the construction work to be performed by construction workers employed on the Project, to achieve labor-management peace for the duration of the Project, as between the unions, the contractor/subcontractors and their employees, and assure that the Project will proceed in an orderly efficient manner without such disruption and delay; and

**WHEREAS**, nothing in this Agreement shall affect in any way the City of Sacramento's absolute and exclusive right to select the successful bidder and award the contract for construction of the Sump 2 Improvements Project pursuant to the Sacramento City Charter and applicable provisions of the Sacramento City Code.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1  
DEFINITIONS**

1. City: The City of Sacramento.
2. Employer: All contractors and subcontractors of any tier who are awarded or enter into a construction contract or subcontract for the performance of construction work at the Project site. The term "Employer" shall not include the City or the City's project manager.
3. Employee: Any person who performs work covered by this Agreement for an Employer.

4. Project: The City's Sump 2 Improvements project.
5. Union: Any labor union that is signatory to this Agreement. The signatory labor unions collectively are referred to herein as the "Unions."

## ARTICLE 2 PURPOSE

1. The purpose of this Agreement is to ensure that all construction work on the Project covered by this Agreement shall proceed continuously and without interruption, in an efficient and economic manner, to secure optimum productivity and with due consideration for the protection of labor standards, wages, and working conditions and to provide training and employment opportunities for local residents.
2. The parties hereto agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise between any Employer and any Union or its members to the end that the City, the Employers and the Unions are assured of continuity of operations without slowdown or interruption of work of any kind and that labor-management peace is maintained as between the Employers and Unions.

## ARTICLE 3 SCOPE OF AGREEMENT

1. This Agreement shall apply and be limited solely to all construction work performed on the Project which is under the City's and/or any Employer's control and which is within the Unions' historically recognized jurisdiction, except that the following items shall be excluded from the scope of and shall not be subject to this Agreement:
  - a. Work of Employees in any construction craft that is not represented by a Union signatory hereto.
  - b. Work of any Employer's supervisors, executives, engineers or other professional employees, office and clerical employees, draftsmen, timekeepers, messengers, guards, inspectors, or any other employees above the classification of general foreman.
  - c. Equipment and machinery controlled and operated by the City.

- d. All off-site design, fabrication, manufacture and handling of materials, equipment or machinery, except for such work performed by an Employer specifically for the Project.
  - e. All work by employees of the City or the City's project manager or design consultant, and all work by any other consultant of City performing work that is not within the scope of this Agreement or for which no prevailing wage rate exists.
  - f. Off-site maintenance of leased equipment and on-site supervision of such work.
  - g. Supervision by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee.
  - h. Laboratories used for specialty testing or inspections not ordinarily performed by a signatory Union.
2. It is understood by the parties that the City may at any time and in its sole discretion determine to build segments of the Project covered by this Agreement not currently proposed, or to modify or not build any one or more of the segments currently proposed to be covered. It also is understood that the City, in its sole discretion, may terminate, suspend or delay any and all portions of the work covered by this Agreement at any time. As items or areas of the covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where an Employer engages in required repairs or punchlist modifications.
3. It is understood and agreed that the liability of the separate Employers 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 the City and any Employer.

#### **ARTICLE 4 INCORPORATION OF MASTER LABOR AGREEMENT PROVISIONS**

1. It is the intent of the parties to establish terms and conditions governing the subjects covered by the provisions of this Agreement that are uniformly applicable to all Employers, Employees and Unions subject to this Agreement. Accordingly, where a subject covered by the provisions of this Agreement is also covered by the provisions of any Union's current Master Labor Agreement or any successor agreement in effect during the life of this Agreement, the provisions of this

Agreement shall supersede and replace in their entirety such other provisions, unless otherwise specifically indicated herein.

2. The provisions of any Union's current Master Labor Agreement or any successor agreement that cover subjects that are not covered by the provisions of this Agreement shall be incorporated herein by reference and made a part of this Agreement, unless otherwise specifically indicated herein. The provisions of a Union's Master Labor Agreement or any successor agreement that are incorporated herein by the preceding sentence shall apply to every Employer and Employee who perform work on the Project which is covered by the particular Master Labor Agreement.
3. An Employer that is not signatory to a Master Labor Agreement or any successor agreement shall not become bound to that agreement by executing this Agreement.
4. The Unions' current Master Labor Agreements are listed on Exhibit A, attached hereto and incorporated herein by this reference.

#### **ARTICLE 5 ALL EMPLOYERS BOUND TO THIS AGREEMENT**

1. All Employers accepting the award of a construction contract for the Project by City agree, as a condition precedent to award of the contract, to be bound by each and every provision of this Agreement.
2. At the time that any Employer enters into a subcontract with any subcontractor providing for the performance of a construction subcontract, the Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a condition precedent to award of said subcontract to execute a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of any work.
3. An Employer need not be signatory to a Master Labor Agreement in order to be awarded work on this Project. The Unions and all Employers will be bound to this Agreement regardless of who is awarded the work.

#### **ARTICLE 6 UNION REPRESENTATION**

1. Authorized Union representatives shall have access to the Project provided they do not interfere with the work. The representative shall notify the Employers' field

office when the representative arrives at the Project site. Such representatives shall comply with the Safety and Security Rules established for the Project by the Employers and/or City.

2. The City and the Employers shall provide for the admission of such representative(s) to the Project at all times and places where work is being performed by the Employers, subject to the conditions of section 1, above.
3. The representative(s) so admitted shall concern themselves only with the work, equipment and Employees covered by their respective Master Agreements.

## **ARTICLE 7 HIRING**

1. Each Union's hiring regulations including any consent decree related to such regulations are incorporated herein by reference and made a part of this Agreement. There will be no discrimination in referral practices based upon Union membership or non-membership.
2. The parties recognize the City's interest in providing opportunities to participate on the Project to women and minority owned contractors, as well as other contractors, which are not signatory to collective bargaining agreements with Unions signatory to this Agreement. To ensure that such contractors will have an opportunity to employ on this Project their "regular" employees, an Employer may request by name, and the Union shall honor, referral of Employees for Project work who meet the following qualifications:
  - a. Possess any license required by State or federal law for the project work to be performed; and
  - b. Have worked a total of at least 1,000 hours in the construction craft, for the Employer, during the prior 3 years, or were on the Employer's active payroll for at least 60 out of the 180 working days prior to award of their contract or subcontract on the Project; and
  - c. Have the ability to perform safely the basic functions of the applicable trade.
3. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of an Employer for Employees within a forty-eight (48) hour period after such requisition is made by the Employer, the Employer shall be free to obtain workers from any source.

4. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftpersons to fulfill the requirements of the Employers. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the Sacramento area to meet the needs of the Project and the requirements of the industry generally. The Unions agree to encourage the referral and utilization, to the extent permitted by law and hiring hall procedures, of qualified local residents (those currently eligible for referral and newly indentured apprentices and new journeypersons).

#### ARTICLE 8 STARTING TIMES AND SHIFTS

1. Eight (8) consecutive hours, Monday through Friday, exclusive of a one half (½) hour lunch period, shall constitute the regular workweek. To the extent permitted by the applicable prevailing wage determination and Master Labor Agreement, Saturday work may be performed at straight-time rates in the event of time lost during the workweek due to one or more of the following conditions: inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Employer.
2. If an Employer establishes two (2) shifts, each shift shall be eight (8) consecutive hours, Monday through Friday, exclusive of a one half (½) hour lunch period. If an Employer establishes a two (2) shift operation, Employees on the first shift (day shift) shall work eight (8) hours exclusive of a one-half (½) hour meal period and shall be paid eight (8) hours at the applicable straight time wage rate. Employees who work the second shift (swing shift) shall work seven and one-half (7-1/2) hours and will be paid eight (8) hours at the applicable straight time wage rate. If an Employer establishes two shifts, it must do so for at least five (5) days.
3. If an Employer establishes a three (3) shift operation, Employees on the first shift (day shift) shall work eight (8) hours exclusive of a one-half (½) hour meal period and shall be paid eight (8) hours at the applicable straight time wage rate. Employees who work the second shift (swing shift) shall work seven and one-half (7-1/2) hours and will be paid eight (8) hours at the applicable straight time wage rate. Employees who work the third shift (graveyard) shall work seven (7) hours and shall be paid eight (8) hours at the applicable straight time wage rate. If an Employer establishes a three (3) shift operation, it must do so for at least five (5) days.



4. If the City directs an Employer to work a special single shift the affected Employees shall work a special single shift and shall be paid for same in accordance with the applicable Master Labor Agreement(s).
5. Nothing in this Agreement shall be construed as to guarantee any Employee eight (8) hours per day or forty (40) hours of work per week.
6. An Employer may establish uniform starting times. Starting times for a single shift shall be between 5:00a.m. and 9:00a.m. If two shifts are employed, the starting time for the first shift shall be between 5:00a.m. and 9:00a.m. The starting time for the second (2<sup>nd</sup>) shift shall be no later than three (3) hours after the end of the first shift. If three shifts are employed, the starting time for the first shift shall be between 5:00a.m. and 9:00a.m. The starting time for the second (2<sup>nd</sup>) shift will be no earlier than the end of the first shift. The starting time for the third (3<sup>rd</sup>) shift shall be no earlier than the end of the second shift (2<sup>nd</sup>) shift. An Employer may establish earlier or later starting times with the affected Union's consent. The affected Employer(s) and Union(s) shall establish starting times for special shifts within the parameters mandated by the City.
7. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Employer) performing their assigned functions until the scheduled end of the shift. The place of work shall be defined as the gang or tool box, or equipment at the Employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the Employee is otherwise engaged at the direction of the Employer.

#### **ARTICLE 9 STANDARD SHOW-UP PAY**

1. An Employee who shows up for work at the regular starting time, and for whom no work is available, shall be paid a minimum of two (2) hours pay at the applicable straight time hourly rate for the Employee's classification, unless the Employee was notified before leaving home not to report. An Employee who shows up for work at the regular starting time and starts to work and is then sent home, shall be paid a minimum of four (4) hours pay at the regular straight time hourly rate for the Employee's classification, unless the Employee has worked more than four (4) hours, in which case, the Employee will be paid for the period of time required by the applicable Master Labor Agreement.

2. The minimums set forth herein shall not apply for an Employee who refuses to start work, or who stops work on his/her own volition.
3. The Employer who is the prime contractor for the Project shall establish a toll free telephone number that shall be used by all Employers in the event of inclement weather to post a recorded message regarding whether their respective Employees should report to work.

#### ARTICLE 10 JURISDICTIONAL DISPUTES

1. Work shall be assigned by the Employer in accordance with the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984, or any successor plan (hereinafter the "Plan"). Such assignments shall be disclosed by the Employer at a markup meeting held in accordance with industry practice.
2. The parties agree that all jurisdictional disputes over division of work will be settled in accordance with the procedural rules and regulations of the Plan. All Employers on the Project agree to assign work and to be bound to the terms and conditions of the Plan, and all signatory Unions agree that the work assignments of the Employers shall be followed until the dispute is resolved in accordance with this section.
3. Any award or resolution made pursuant to this procedure shall be final and binding on the disputing Unions and the involved Employer under this Agreement only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this Agreement.
4. Any determination hereunder shall decide only to whom the disputed work belongs, and shall not assign work to a double or composite crew, or to more Employees than the minimum required to perform the work involved; nor shall any determination hereunder assign the work to Employees who are not qualified to perform the work involved.
5. There will be no strikes, work stoppages, slowdowns, or other interference or disruptive activity of any kind arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall proceed as assigned by the Employer. The award or resolution shall be confirmed in writing to the involved parties. There shall

be no strike, work stoppage or interruption in protest of any such award or any resolution.

6. All jurisdictional disputes shall be handled exclusively in the manner specified in this Article and may not be referred to the Grievance and Arbitration Procedures provided in Article 11.

#### **ARTICLE 11 GRIEVANCE PROCEDURE**

1. All disputes concerning the application or interpretation of this Agreement, other than jurisdictional disputes or disputes subject to the Expedited Grievance Procedure set forth in Article 16, shall be resolved as set forth below:
  - a. Any grievance shall be initially reported to the Employer(s) and/or Business Agent(s) of the Union or Union(s) involved. They shall attempt to adjust the grievance at the jobsite level.
  - b. If the grievance is not satisfactorily adjusted by the Union(s) involved in the grievance and the Employer(s) involved in the grievance within three (3) days after submission to the Employer(s), the matter may be submitted by either party to a Board of Adjustment created by the Union(s) involved in the grievance and the Employer(s) involved in the grievance for the settlement of such disputes.
  - c. The Board of Adjustment shall be composed of two members named by the Union(s) involved in the grievance and two (2) members named by the Employer(s) involved in the grievance. The Board shall have the power to adjust any differences that may arise regarding the meaning or enforcement of this Agreement. The Board shall meet within seven (7) days from the date the grievance is submitted to it.
  - d. If the Board does not resolve the grievance within twenty-four (24) hours of its meeting, the grievance shall be submitted to a neutral arbitrator for a final and binding decision. The Employer(s) and the Union(s) involved in the grievance shall select a neutral arbitrator within three (3) days of the Board's meeting. If they cannot agree upon an arbitrator, they shall request a list of seven (7) arbitrators from the California Mediation and Conciliation Service ("CMCS") and shall select the arbitrator from the list they receive from CMCS by alternatively striking the names on the list until one remains. The parties to the arbitration shall share equally all of the arbitrator's expenses. The

arbitrator will have the power to fully adjust the grievance but shall not amend or alter this agreement.

- e. The Board of Adjustment may, by majority vote, extend the period of time it has to resolve the grievance. If it does so but is unable to resolve the grievance, the time limits set forth in Subsection (d) shall apply if the Board determines it is unable to resolve the grievance.
2. The Employer(s) and the Union(s) involved in the grievance may, by mutual agreement, submit a grievance to the grievance procedure provided for in an applicable Master Agreement.
3. Nothing herein shall preclude any fringe benefit fund, employee benefit plan, labor-management corporation trust or administrative fund from bringing an action for unpaid employee payments in any court of competent jurisdiction.

#### **ARTICLE 12 QUARTERLY MEETINGS**

1. The parties to this Agreement recognize the necessity of cooperation and the elimination of disputes, misunderstandings, or unfair practices on the part of any party and to secure this end it is hereby agreed that, as a minimum, quarterly meetings shall be established. The meetings shall be composed of City representatives, if available, Employer representatives and Union representatives. The Unions shall, at all meetings, present facts concerning any alleged violations of any part of this Agreement by the Employers. They shall also bring up any practice by an Employer which in their opinion might lead to a misunderstanding or dispute between the parties. The Employers shall bring in any complaints regarding alleged failure of any Employee(s) or of the Union(s) to carry out any and all of the provisions of this Agreement. The parties may cancel or postpone a meeting if all parties agree a meeting is not necessary.
2. These meetings shall not be used to arrive at any agreement which supersedes, alters, modifies, amends, adds or subtracts from this Agreement unless the parties specifically agree thereto in writing.

#### **ARTICLE 13 PREJOB CONFERENCE**

1. The purpose of the prejob conference will be to establish the scope of the work in an Employer's contract. Where a contract on the Project has been let to an

Employer, a prejob and/or markup conference shall be required upon request of the Union(s), Employer or City. The conference will include presentation of information by the Employer regarding starting date for the work, location of the Project, duration of the job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract, including a general description of the nature of the work to be performed and drawings and specifications, if available.

#### **ARTICLE 14 WAGE RATES AND FRINGE BENEFITS**

1. The wage rates and fringe benefits to be paid to Employees covered by this Agreement shall be not less than either: (a) those wage rates and fringe benefits contained in the Prevailing Wage Determination made by the Director of the California Department of Industrial Relations, or (b) those wage rates and fringe benefits contained in the applicable Federal Wage Rate Determinations issued pursuant to the Davis-Bacon Act, 40 U.S.C. §§ 276a *et seq.*, whichever are higher.
2. If a wage rate and/or fringe benefit increase negotiated in a local collective bargaining agreement becomes the prevailing wage under the applicable State Prevailing Wage Determination or Federal Wage Rate Determination, the Employees covered by this Agreement shall be paid not less than that wage rate or fringe benefit retroactive to the effective date of the locally negotiated wage rate or fringe benefit increase. If the prevailing wage laws are repealed during the term of this Agreement, the Employees covered by this Agreement shall be paid the wage rates established under the applicable local collective bargaining agreement, except as otherwise provided in this Agreement.
3. Only bona fide employee fringe benefits included in the applicable prevailing wage determination which accrue to the direct benefit of individual employees (such as pension and annuity, health and welfare, vacation, apprenticeship and training) are required and must be paid under this Agreement.
4. For fringe benefit payments required herein, the Employer adopts and agrees to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be paid into, and benefits paid out of, the recognized Employee fringe benefit funds created by such agreements.
5. Travel Pay, Subsistence, Mileage and Zone Pay will not be applicable on this Project except where such payments are included in the applicable prevailing wage determination.

**ARTICLE 15  
WORK STOPPAGES AND LOCKOUTS**

1. The parties agree that there is an absolute prohibition against any and all strikes, work stoppages, slowdowns, picketing, sympathy strikes, hand billing or any other forms or type of disruption or interference of any kind.
2. The Union(s) and its members, agents and representatives shall not incite, encourage, condone or participate in any strike, walkout, slowdown, picketing, sympathy strike, refusal to cross a picket line, hand billing or other work stoppage, interference or disruption of any nature whatsoever for any cause whatsoever, during the life of this Agreement, and it is expressly agreed that any such action is a violation of this Agreement. The Union(s) and its officers shall take immediate action to prevent, end, or avert any strike, walkout, slowdown, picketing, sympathy strike, refusal to cross a picket line, hand billing, or other work stoppage, interference or disruption or threat thereof. The Union(s) shall not sanction a picket or pickets on the Project during the term of this Agreement, whether or not the picket is conducted by a union signatory to this Agreement.
3. Any employee or groups of employees participating in any of the prohibited acts enumerated in sections 1 and 2, above, whether done singly or in concert, shall individually be subject, at the sole discretion of the Employer, to immediate discharge. Any type of curtailment and/or restriction of production shall be considered a violation of this Article.
4. There shall be no lockout by the Employer. The term "lockout" does not refer to the suspension, discharge, termination or layoff of employees, or the suspension of operations by the Employer for any business reason such as equipment breakdown, lack of material, acts of God, absence of key personnel, etc., nor does it include the City's decision to terminate or suspend work on the site or any portion thereof.
5. In the event the Project is not completed by the termination date of an applicable local master collective bargaining agreement, the affected Union agrees that it shall not strike the affected Employer, nor cause, participate in or condone any of the prohibited acts enumerated in sections 1, 2 and 3 above, and that the expired collective bargaining agreement shall continue in full force and effect, with regard to the affected Union and Employer, until a new or modified collective bargaining agreement is reached between the Union and the recognized multi-employer bargaining group.

6. Upon written notification by the Union to the affected Employer that such new or modified master collective bargaining agreement has been consummated, any changes in such new or modified agreement to provisions of the expired collective bargaining agreement that were expressly incorporated in this Agreement shall thereafter apply to every Employer and Employee performing work on the Project which is covered by such new or modified agreement.
7. In the event of a violation of this Article 15 by either the Union or the Employer, the parties shall exhaust the procedures set forth in Article 16, Expedited Grievance Procedure, and if the matter is not resolved within twenty-four (24) hours of notification by either party to the other of activities in violation of this Article 15, either party may then commence and maintain an action in a court of competent jurisdiction for injunctive or other relief. If any party prevails in a court action filed for violation of this Article 15, the attorney fees and costs of the prevailing party shall be paid by the losing party.

### ARTICLE 16 EXPEDITED GRIEVANCE PROCEDURE

1. In the event any Employer, Union or the City contends that conduct prohibited by Article 15 has been threatened to occur, is occurring, or has occurred, such contention shall be resolved by means of the procedures set out herein.
2. The party invoking this procedure shall simultaneously notify \_\_\_\_\_ and \_\_\_\_\_, who the parties agree shall serve as permanent arbitrators under this expedited grievance procedure. The permanent arbitrators shall rotate in assignments of case with \_\_\_\_\_ serving as the permanent arbitrator in the first case to be processed. In the event that either permanent arbitrator is unavailable or unable to serve, the other permanent arbitrator shall serve on the particular case and the unavailable permanent arbitrator shall serve on the next case.
3. Notice to the arbitrator shall be by the most expeditious means available, with notice by fax or telegram to the other party alleged to be in violation of this Agreement. Upon receipt of said notice, the arbitrator who is to hear the grievance shall set and hold a hearing within twenty-four (24) hours.
4. The arbitrator shall notify the parties by fax or telegram of the place and time of the scheduled hearing. The hearing shall be completed in one session and failure of any party or parties to attend shall not delay the hearing of evidence or issuance of a decision by the arbitrator.

5. The sole issue at the hearing shall be whether or not a violation of Article 15 has in fact occurred and the arbitrator shall have no authority to consider any manner of justification, explanation or mitigation of such violation, or to award damages, which issue is reserved for court proceedings, if any.
6. The arbitrator shall issue a decision to the parties within three (3) hours after the close of the hearing by telephone followed by fax or telegram, and the decision may be issued without a written opinion. Should any party desire a written opinion, one shall be issued by the arbitrator within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the decision.
7. The arbitrator may order cessation of the violation and other appropriate relief, and such order shall be served on all parties by hand or registered mail upon issuance. Such order may be enforced by any court of competent jurisdiction upon the filing of this Agreement and other relevant documents referred to herein in the following manner:
  - a. Written notification (by fax or telegram) of the filing of such enforcement proceedings shall be given to the other party or parties.
  - b. In the proceeding to obtain a temporary order enforcing the arbitrator's order, all parties waive the right to a hearing and agree that such proceedings may be ex parte.
  - c. Such waiver of the right to a hearing does not waive any party's right to participate in a hearing for a final order of enforcement.
  - d. The court's order or orders enforcing the arbitrator's decision shall be served on all parties by hand or by delivery to their last known address or by registered mail.
8. The arbitrator shall not have the power or authority to render a decision the effect of which would be to add to, alter, amend or modify this Agreement or its intent.
9. The fees and expenses of the arbitrator shall be paid by the losing party.
10. The procedures contained in this Article 16 shall be applicable only to alleged violations of Article 15.
11. In the event that either arbitrator becomes permanently incapacitated, deceased or notifies the parties that the arbitrator no longer wishes to serve as an arbitrator



under this Agreement, the parties shall select a replacement within twenty-four (24) hours of such notice unless the period for such selection is extended by mutual agreement.

**ARTICLE 17  
NO DISCRIMINATION - UNION STATUS**

1. No party to this Agreement shall discriminate against any person on the basis of Union membership or non-membership.

**ARTICLE 18  
SUBSTANCE ABUSE**

1. The current Substance Abuse Policy of the Employer who is the prime contractor for the Project will be applicable to all Employees, excepting any provisions permitting the Employer to conduct searches without reasonable suspicion. In the event that a Master Labor Agreement to which said Employer is signatory requires the Employer to comply with different and/or additional Substance Abuse provisions, those provisions shall apply to Employees covered by that Master Labor Agreement.
2. The Employer who is the prime contractor for the Project shall provide the Unions with a copy of its current Substance Abuse Policy at the first pre-job meeting.

**ARTICLE 19  
SACRAMENTO CITY CHARTER AND CITY CODE**

1. The Employers and Unions understand and agree that, except as expressly provided otherwise herein, all work on or related to the Project shall comply with and be subject to all applicable provisions of the Sacramento City Charter and Sacramento City Code and any future amendments thereto, including but not limited to the provisions of Title 58 of the Sacramento City Code.

**ARTICLE 20  
UNION SECURITY**

1. All Employees who are employed by Employers to work on the Project will be required seven (7) days after their date of employment to become members and maintain membership in the appropriate Union for the duration of their work on the Project. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent required by law.

2. If provided for in local Master Labor Agreements, the Employer will deduct from the wage of each Employee the current Union Field Dues as certified by the Union when authorized by the Employee as herein provided. Deductions shall be made only when there is in effect and in the possession of the Employer a voluntary written assignment executed by the Employee on a standard form furnished by the Union, and the deduction shall be remitted at the same time trust contributions are required to be submitted.

## ARTICLE 21 MANAGEMENT RIGHTS

1. The Employer shall retain the full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Employer shall retain the right to direct its workforce and determine the competency of its Employees, including but not limited to the following: the hiring, promotion, transfer, layoff, and discipline or discharge for just cause of its Employees, except that the Union steward shall be the last to be laid off if required by the applicable local Master Labor Agreement; the selection of craft foremen and general foremen and determining the number of foremen required; the determination of the identity and number of Employees required for the work; the assignment and scheduling of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of Employees engaged in such work. The Employer's determination of staffing levels shall be consistent with health and safety standards. The applicable Master Labor Agreement staffing provisions shall be presumed to establish such standards. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual or joint working efforts of employees shall be permitted or observed. The Employer may utilize any safe methods or techniques of construction.
2. There shall be no limitation or restriction by a signatory Union upon an Employer's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices. The onsite installation or application of all items shall be performed by the craft having jurisdiction over such work except as otherwise provided herein. It is recognized that installation or repair of specialty items shall be performed by Employees covered by this Agreement who may be directed by other personnel in a supervisory role, or, in limited circumstances requiring special knowledge of the particular items, may be performed by employees of the vendor or other companies where Employees covered by this Agreement lack the required skills to perform the work.

3. The use of new technology, equipment, machine, tools or labor-saving devices and methods of performing work may be initiated by the Employer from time to time during the Project. The Unions agree that they will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between an Employer and Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Employer, and the Union shall have the right to grieve the dispute as set forth in Article 11 of this Agreement.

**ARTICLE 22  
GENERAL SAVINGS CLAUSE**

1. It is not the intent of any party to this Agreement to violate any Federal, State or local laws governing the subject matter contained herein. If any provisions contained herein are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the clauses affected by such a legal decision for the purpose of achieving conformity with the requirement of any applicable law so violated; provided that, in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated and the parties cannot agree upon revisions necessary to restore said intent, then the entire Agreement shall be null and void.

**ARTICLE 23  
DURATION OF AGREEMENT**

This Agreement shall be effective beginning \_\_\_\_\_, 1998, and shall remain in effect until construction of the Project is completed.

**ARTICLE 24  
COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

**IN WITNESS WHEREOF**, the parties signing below have executed this Agreement this \_\_\_ day of \_\_\_\_\_, 1998.

UNIONS:

**SACRAMENTO-SIERRA BUILDING AND  
TRADES UNIONS**

---

Jim Murphy, President

**INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON  
SHIPBUILDERS, BLACKSMITHS,  
FORGERS AND HELPERS LOCAL #549**

---

Franklin "Bud" Cox, Bus. Mgr./Fin. Secty.-Treas.

**BRICKLAYERS AND ALLIED  
CRAFTSMEN LOCAL #3 OF  
CALIFORNIA**

---

John Zehm, Field Representative

**BRIDGE, STRUCTURAL AND  
ORNAMENTAL IRON WORKERS  
LOCAL #118**

---

Jim Murphy, Bus. Mgr./Fin. Secty.-Treas.

**DISTRICT COUNCIL OF  
IRONWORKERS**

---

Richard Zampa, President

**NORTHERN CALIFORNIA  
CARPENTERS REGIONAL COUNCIL**

---

John Casey, Exec. Secty.-Treas.

**CARPET, RESILIENT FLOOR  
COVERING & SIGN WORKERS LOCAL  
#1237**

---

David Crites, Bus. Mgr./Fin. Secty.

**CHAUFFEURS, TEAMSTERS AND  
HELPERS LOCAL #150**

---

Michael Tobin, Business Representative

**NORTHERN CALIFORNIA DISTRICT  
COUNCIL OF LABORERS**

---

Archie Thomas, Business Manager

**DISTRICT COUNCIL OF PAINTERS #16**

---

Tom Caster, Business Manager

**CONSTRUCTION AND GENERAL  
LABORERS LOCAL #185**

---

Doyle S. Radford, Bus. Mgr., Secty./Treas.

**LOCAL UNION #340, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS**

---

Chuck Cake, Business Manager

**GLAZIERS, ARCHITECTURAL METAL  
AND GLASSWORKERS LOCAL #767**

---

Tom Cartwright, Bus. Mgr., Fin. Secty.

**HEAT AND FROST INSULATORS AND  
ASBESTOS WORKERS LOCAL #16**

---

Steve Steele, Business Manager

**OPERATING ENGINEERS LOCAL  
UNION #3, OF THE INTERNATIONAL  
UNION OF OPERATING ENGINEERS,  
AFL-CIO**

---

Don Doser, Business Manager

---

Jerry Bennett, President

---

Robert L. Wise, Record-Corres. Secty.

---

John Bonilla, District Representative

**PILEDRIVERS LOCAL #34**

---

Jerry Foster, Senior Business Representative

**PLASTERERS AND CEMENT MASONS  
OF NORTHERN CALIFORNIA**

---

Chris Hernandez, Financial Secretary

**PLASTERERS' AND SHOPHANDS'  
LOCAL #295**

---

Everett Martin, Secty.-Treas., Bus. Mgr.

**UNITED UNION OF ROOFERS,  
WATERPROOFERS AND ALLIED  
WORKERS LOCAL #81**

---

Doug Zeigler, Business Manager

**SHEET METAL WORKERS LOCAL 162**

---

Duane A. Turner, Bus. Mgr./Pres.

**NORTHERN CALIFORNIA  
MILLWRIGHTS UNION LOCAL #102**

---

William Napier, Business Manager

**UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPEFITTING  
INDUSTRY OF THE UNITED STATES  
AND CANADA LOCAL #447**

\_\_\_\_\_  
Harry M. Rotz, Fin. Secty.-Bus. Mgr

**CITY OF SACRAMENTO:**

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
City Clerk