

#96



The Orange County
Construction Stabilization Program
Agreement

January 11, 2000

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THE ORANGE COUNTY

CONSTRUCTION STABILIZATION PROGRAM AGREEMENT
FOR COUNTY OF ORANGE CONSTRUCTION PROJECTS

The Construction Stabilization Program Agreement (hereinafter "Agreement") is entered into on this _____ day of January, 2000, by the Orange County Board of Supervisors (herein after referred to as the "County") and the Los Angeles and Orange Counties Building and Construction Trades Council (hereinafter referred to as BCTC), and the Craft Unions affiliated with the Building and Construction Trades Department of the AFI-CIO (hereinafter referred to individually as each "Union" and collectively as the "Unions"). This Agreement encompasses Public Works Construction Projects awarded after January 11, 2000, which meet the criteria set forth in Appendix A attached hereto. Contractor/Employers who execute the Agreement shall become parties effective as of the date of such execution.

It is understood by the parties to this Agreement that if this Agreement is adopted by the County, it will become the obligation of the County that construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to enter and be bound by the terms of this Agreement.

ARTICLE I
INTENT AND PURPOSE

The purpose of this Agreement is to promote the efficiency of Orange County construction projects performed by the County of Orange by entering into a productive partnership with the local construction labor community. The benefits of this partnership are anticipated to be project cost containment, efficient and economical completion of projects to secure optimum productivity, a boost to the economy by generating local construction jobs and related jobs, partnering with responsible companies and contractors, and providing for the peaceful settlement of labor disputes and grievances without work interruptions such as strikes, slow downs or lockouts, thereby promoting the public interest in assuring the timely and economical completion of projects contracted under this Agreement.

WHEREAS, the successful completion of Construction Projects is of the utmost importance to the general public in the Orange County area; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Los Angeles/Orange County BCTC, which are signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on large construction projects with multiple contractors and bargaining units on the job site, at the same time over an extended

period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the County of Orange, and the Unions and Contractor/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing or other interferences with work;

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on projects constructed under this Agreement by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties for this Agreement; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the Public Contracts Code (PCC); and

WHEREAS, the County has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on a Project(s) covered by this Agreement; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of a Project(s) covered by this Agreement.

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

ARTICLE II
DEFINITIONS

2.1 "Agreement" means Construction Stabilization Program Agreement.

2.2 "County" means the Orange County Board of Supervisors and the administrative staff under the direction of the County Executive Office (CEO), and/or any other elected/appointed official responsible for public works construction projects for the County of Orange.

2.3 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, business entity of any form or combination thereof, including joint ventures, which is an independent contractor and has entered into a contract with the County or any of its contractors or subcontractors of any tier, with respect to the construction of any part of a Project(s) under contract terms and conditions by the County and which incorporate the Agreement, and shall include any individual, firm, partnership or corporations, business entity of any form or combination thereof, including joint ventures, delivering to the project rock, sand or gravel and ready mixed concrete.

2.4 "Construction contract" means all public works or improvements contracts for which invitations for bids have been issued by the "County" on or after January 11, 2000, and which are necessary to complete a Project(s).

2.5 "Project" means work performed by a contractor or subcontractor on a public project, pursuant to a contract with the County of Orange, which meets the criteria in Appendix A and includes remodeling and replacement construction related to the representative project(s) outlined in Appendix B. For purposes of this Agreement, public project shall be defined as follows:

The definition of a public project shall be the definitions contained in the Public Contract Code, Section 22002, as that statute exists as of the date of the execution of this Agreement.

"Public works project" means any of the following:

Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility;

and

Painting or repainting of any publicly owned, leased, or operated facility.

"Public works project" does not include maintenance work. For purposes of this Agreement, maintenance work includes all of the following:

Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purpose; minor repainting; resurfacing of streets and highways at less than one inch; landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

2.6 General and Specialty Contracts:

All Projects within the scope of this Agreement shall be designated by the County as either a "General" contract or a "Specialty" contract for the purposes of meeting the criteria defined in Appendix A and are defined as follows:

- (a) **General contracts shall be defined as:** complex projects typically requiring multiple skilled trades to erect or complete or substantial structures, additions or systems.
- (b) **Specialty contracts shall be defined as:** all contracts not defined as General contracts.
- (c) Disputes arising from the designation of General vs. Specialty contracts shall be subject to the grievance provisions set forth in Article XIV of the agreement.

2.7 "Union" or "Unions" means the affiliate local unions of Los Angeles and Orange County BCTC, AFL-CIO ("Council") acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers executed this Agreement ("Signatory Unions").

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

2.9 "Director" means the County Executive Officer (CEO) of the County of Orange.

2.10 This Agreement shall be included in the County's bid specification package for covered Project work and each Contractor/Subcontractor ("of any tier") who becomes a successful bidder shall be required to execute a copy of this Agreement and sign, prior to the start of the Project, any necessary documents to implement the Agreement i.e., trust and subscription funds, etc.

2.11 The copy of the Agreement executed by the Contractor/Employer shall specify the project to which it applies.

ARTICLE III SCOPE OF AGREEMENT

3.1 Parties: The Agreement shall apply to and is limited to all Contractors/Employers performing construction contracts on a Project(s), the County and the Los Angeles and Orange County BCTC, AFL-CIO ("Union") signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers, executed this Agreement ("Signatory Unions").

3.2 Project Description: The Agreement shall govern the award of all construction contracts identified by the County as part of the project(s). Appendix B, attached to this Agreement, and incorporated herein by reference is a list of

construction projects for which invitations for bid are expected to be issued by the County on or after January 11, 2000. Appendix B is a representative list of Projects covered by this Agreement and is not intended to be all-inclusive. Further projects may be added to the list as long as they meet the criteria outlined in Appendix A. The County has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) identified as part of a Project(s). However, Projects shall not be intentionally split in order to avoid compliance with this Agreement. Should the County remove any project listed in Appendix B and thereafter authorize that construction work be commenced on the Project, the Project shall be performed under the terms of the Agreement. Once a construction project is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, a construction project shall be considered completed upon acceptance of the work by the County as defined by the Public Contracts Code.

3.3 Project Labor Disputes: All project labor disputes involving the application or interpretation of a collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement. All disputes relating to the interpretation or application of the Project Stabilization Agreement shall be subject to resolution by the grievance arbitration procedure set forth herein.

3.4 Exclusions:

(1) The Agreement shall be limited to construction work on Orange County construction contracts which are awarded by the County on or after January 11, 2000, and is not intended to, and shall not govern, any construction contracts entered

into prior to the effective date of this Agreement, or after the expiration or termination of the Agreement.

(2) The Agreement is not intended to, and shall not affect or govern the award of contracts by the County, which are outside the approved scope of the Project(s). Determinations by the County of the scope of the Project(s) are final and binding on all parties.

(3) As outlined in 2.5, the Agreement is not intended to, and shall not affect the operation or maintenance of any project built under a Construction Stabilization Program Agreement. For purposes of the application of this Agreement, classification of a contract by the County as "operation" or "maintenance" shall be final and binding on all parties.

(4) The Agreement shall not apply to relationships, rights, duties and obligations between a Contractor/Employer's and it's own executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.

ARTICLE IV

EFFECT OF AGREEMENT

4.1 By executing the Agreement, the Unions and the County agree to be bound by each and all of the provisions of the Agreement.

4.2 By accepting the award of a construction contract for a Project(s), whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement, including the appendices, bid documents, and contract terms.

4.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work.

4.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

4.5 The provisions of this Agreement, including Appendix D, which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as may be changed from time-to-time, incorporated herein by reference shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by Appendix D, the provisions of this Agreement shall

prevail. Where subject is covered by the provisions of Appendix D and is not covered by this Agreement, the provisions of the Appendix D shall prevail.

ARTICLE V

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS.

5.1 The parties agree that for the duration of the projects awarded under this Agreement:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason by the Union(s) or employees employed on a Project(s), at the job site of a specified Project or at any other facility of the County of Orange because of a dispute. Disputes arising between the Unions and Contractor/Employers on other County projects are not governed by the terms of the Agreement.

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

(3) The parties agree that project delays caused by violations of Sections 5.1 (1) and 5.1 (2) of this Agreement will cause the County to sustain damages. They agree that it would be impractical or extremely difficult to fix the actual amount of such damages. Therefore, the parties agree that, in the event of a

breach of either of these provisions, the party in breach shall pay to the County the sum of \$15,000 per shift from the time that the County determines that a delay has occurred until the County determines that the Project is again on the construction schedule. This payment, when made, shall constitute the exclusive remedy of the County for the delays specified. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code Sections 3275 or 3369, but, instead, is intended to constitute liquidated damages to the County pursuant to Sections 1671, 1676, and 1677 of the California Civil Code.

(4) If a collective bargaining agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a construction contract and the Union or Contractor/Employer gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and Employer. If the new or modified collective bargaining agreement reached between the Union and Employer provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified

collective bargaining agreement which are applicable to employees employed on the project within seven (7) days.

5.2 Any party to this Agreement may institute the following procedure, in addition to any other action at law or equity, when a breach of this Article is alleged to have occurred:

(1) Upon execution of this Agreement by the Contractor/Employer, the parties shall designate, in writing, an individual to serve as permanent arbitrator, and notify the project manager of this selection.

(2) A party invoking this procedure shall notify the permanent arbitrator. In the event that the permanent arbitrator is unavailable at any time, he shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the party alleged to be in violation and to the Los Angeles and Orange County BCTC and involved local Union if a Union is alleged to be in violation.

(3) Upon receipt of said notice, the arbitrator named above or his alternate shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(4) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any

party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(5) The sole issue at the hearing shall be whether or not a violation of the Agreement has occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. The arbitrator, as part of the order, shall determine the losing party.

(6) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2 (4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

(7) Any rights created by statute or law governing arbitration proceedings, inconsistent with the above procedure or which interfere with compliance are waived by the parties.

(8) The fees and expenses of the arbitrator shall be borne by the losing party.

ARTICLE VI PRE-JOB CONFERENCE

6.1 Contractors shall be required to call a pre-job conference which must be held at least ten (10) business days prior to the commencement of each construction project unless the BCTC agrees not to hold the conference. The pre-job conference shall include Contractor/Employer representation and all interested signatory Union representatives. Contractor/Employer shall supply information based on a standard BCTC questionnaire.

ARTICLE VII NO DISCRIMINATION

7.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee or applicant for

employment, on the Project. Employees must be able to perform the physical requirements of the job.

ARTICLE VIII UNION SECURITY

8.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working on the project(s).

8.2 All employees who are employed by Contractor/Employers to work on the Project will be required to become members of and maintain membership in the appropriate Union after seven (7) days of consecutive or cumulative employment on a construction contract subject to this Agreement. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent required by law.

ARTICLE VIX REFERRAL

9.1 The Union(s) shall be the primary source of all craft labor employed on the project(s) at any given time. However, Contractor/Employers not already signed to an appropriate collective bargaining agreement shall be permitted to transfer their Journeyman level key personnel, provided they have cleared through the appropriate union hall, as provided in section 8.2, for a specific construction trade, from one job to another into or within any labor market area with the following guidelines: (1) 15% of the

positions, for any single Contractor/Employer, may be journey level key personnel at any one point in time. (2) The Contractor is allowed to have a maximum of fifteen (15) key personnel. (3) The Contractor shall be allowed one (1) key personnel regardless of the calculation, as long as one or more person(s) has been dispatched from the local Union Hiring Hall. (4) An employee shall be considered a member of a Contractor/Employer's key personnel for the purpose of this Article if the employee's name appears on the Contractor/Employer's active payroll for 60 of the 100 working days before award of the construction contract.

9.2 Contractor/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

9.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain requested workers from any source.

9.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft-persons to fulfill the requirements of the Contractor/Employers. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the Orange County area to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified Orange County Area residents as journeymen, apprentices and

trainees on this Project(s) and entrance into such apprenticeship and training programs as may be operated by the signatory Unions.

ARTICLE X

BENEFITS

10.1 Contractor/Employers agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds in the amounts designated in the master agreements of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds to satisfy their obligation under this Article except that Contractor/Employers who are signatory to collective bargaining agreements with respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining agreements.

10.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

ARTICLE XI

EMPLOYEE GRIEVANCE PROCEDURE

11.1 Any Contractor/Employer, which is not otherwise bound through an agreement with a labor organization to a grievance procedure which has jurisdiction to

consider and resolve disputes over the imposition of discipline or dismissal of its employees working on a Project, shall be bound to the grievance procedure contained in the master labor agreement of the craft representing the employee(s) involved in dispute as soon as they are signatory to this Agreement. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by the Agreement. Such Contractor/Employer shall not impose discipline or dismissal on its employees covered by this Agreement without just cause.

ARTICLE XII

REGULATORY COMPLIANCE

12.1 All construction contracts identified by the County of a Project(s) shall include the following requirements. Such provisions include, but are not limited to:

(1) The County, the Union(s)/Contractor/Employer, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to those relating to safety and health, employment and applications for employment.

(2) All persons who perform labor in the execution of a construction contract shall be paid the highest general prevailing rate of wages in private employment for similar work as provided in Labor Code Section 1771.

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

In addition to the above requirements, the Contractor/Employers and Unions understand and agree that all construction contracts shall be awarded and managed in accordance with other applicable provisions including, but not limited to, the Public Contract Code.

ARTICLE XIII

COMPLIANCE

The County of Orange in conjunction with the signatory local unions will establish a program to monitor compliance with the provisions of this Agreement. The program shall consist of a training and certification program to allow designated representatives full access to work-sites and record keeping materials commensurate with complete, timely and thorough investigative ability to properly monitor the agreement. Nothing in this Agreement shall circumvent a signatory local union's normal ability to monitor the payment of wages and fringe benefits as outlined in related Master Labor Agreements including parties related to those documents by virtue of this Agreement. The obligation of the County under this Section shall be contingent upon the appropriation of sufficient funds for that purpose by the Orange County Board of Supervisors in the fiscal year in which the obligation would otherwise arise.

ARTICLE XIV
GRIEVANCE ARBITRATION PROCEDURE

14.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Article XIV 14.1 may be extended by mutual agreement (oral or written) of the parties.

14.2 In the event of a dispute over this Agreement, the parties may meet for the purpose of resolving the dispute prior to proceeding to the grievance process. The parties must mutually agree to such a meeting.

14.3 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the business representative of the involved Local Union or District Council, or his/her designee, or the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may refer it within three (3) business days to step 3 of grievance process.

Note: Before proceeding to step 3 of this grievance process, the parties are strongly urged to meet to attempt to resolve any issues related to this Agreement.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that the following named arbitrators shall serve on a rotational basis in the order listed below:

1. Emily Maloney
2. William Riker
3. R. Douglas Collins
4. Howard S. Block
5. Lionel Richman
6. Bonny Castry
7. Edna Francis

In the event that any of the above-listed arbitrators are unable or unavailable to serve in turn, the parties agree that the next available arbitrator shall serve and the rotation shall not be

disturbed. The decision of the arbitrator shall be binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne by the losing party, as determined by the arbitrator.

The arbitrator shall arrange for a hearing no later than fourteen (14) calendar days from the date of his selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement.

A written opinion may be requested by a party from the presiding arbitrator. However, the requesting party will bear the cost of the request.

The time limits specified in any step of the Grievance Procedure set forth in Article XIV may be extended by mutual agreement of the parties, initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance, without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE XV
JURISDICTIONAL DISPUTES

15.1 There will be no strikes, work stoppages, picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions.

In the event of a jurisdictional dispute between any signatory Unions, it is agreed that the following procedures shall be taken in an attempt to resolve the matter:

- Step 1: The appropriate Union Representative of the involved Crafts shall meet with the affected Contractor/Employer in an attempt to resolve the dispute within twenty-four (24) hours
- Step 2: If no settlement is reached, the appropriate International Union Representatives from each affected Craft will meet with the affected Contractor/Employer within five (5) calendar days.
- Step 3: If no settlement is reached within five (5) calendar days, such dispute shall be referred to and settled by the procedure established by the Building and Construction Trades Department of the American Federation of Labor – Congress of Industrial Organizations. In any event, the parties hereto agree that there will be no slowdown or stoppage of work; and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them.

15.2 If any Union or Contractor/Employer fails to immediately and fully comply with a final decision rendered in any jurisdictional dispute, the County, the Contractor/Employer or the Union shall have the immediate right to seek full legal redress for such conduct including, but not limited to, injunctive relief and/or damages.

15.3 If there is a strike, sympathy strike, work stoppage, slowdown, picketing or otherwise advising the public that a labor dispute exists or interference with the progress of the Project by reason of a jurisdictional dispute, the County and/or the Contractor/Employer affected by said Union conduct, shall have the right to seek full legal redress in the Courts of California, including injunctive relief and damages, without first complying with or exhausting the procedures set forth in this Article and/or Article XIII for the resolution of such jurisdictional dispute.

ARTICLE XVI

SAFETY, PROTECTION OF PERSON AND PROPERTY

16.1 It shall be the responsibility of each Contractor/Employer to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Contractor/Employer. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor/Employer and the County.

16.2 The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

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

ARTICLE XVII MANAGEMENT RIGHTS

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

ARTICLE XVIII SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which

will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the County from complying with all or part of its provisions and it is determined that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of the Agreement.

ARTICLE XIX

AGREEMENT MODIFICATIONS

Modifications to the Agreement may be made from time to time as deemed necessary, provided the parties mutually agree to the modifications.

ARTICLE XX

SUCCESSOR CLAUSE

This Agreement will remain in full force and effect if the County cedes its responsibility to another entity, or in the event that a private interest or entity shall succeed the County as the development of the Project.

ARTICLE XXI

DURATION OF AGREEMENT

21.1 Execution of a copy of the Agreement shall be included as a condition of the award of construction contracts identified by the County as part of a Project(s), which are awarded by the County on or after January 11, 2000.

21.2 The Agreement shall continue in full force and effect until December 31, 2005. The Agreement will automatically renew for an additional five (5) years unless the parties, one and/or both, notify each other ninety (90) days prior to the original expiration date of the Agreement, of the intent to terminate or renegotiate the Agreement.

21.3 Notwithstanding the provisions of Section 21.2, in the event a Project is commenced under the terms of this Agreement, those terms shall continue in effect between the parties until the completion of the project, without regard to the intervening expiration of the Agreement.

APPENDIX A

This Agreement shall cover all projects as follows:

1. All Public Works construction projects that are awarded on or after January 11, 2000 and are priced at \$225,000 for general contracts and \$15,000 for specialty contracts. All individual specialty or subcontracts included in the general contract would be covered by the Agreement.

2. The County may, at its sole discretion, apply the provisions of this Agreement to contracts that fall below the above noted contract amount thresholds.

3. A representative list, which includes some, but not all projects covered by this Agreement are referenced in Appendix B.

4. Projects covered by this Agreement will be completed in their entirety regardless of the expiration date and/or non-renewal of the Agreement.

APPENDIX B
Potential Projects as Described
(Reference Document)

P807	12KVA Duct
83	60-Bed Group Placement Facility at MCAS Tustin, Design Access Road Extension
P302	Airfield North Security Fence
P809	Airport System Master Plan
	Anaheim Regional Center, 3329 La Palma Ave., Remodel
9	Animal Shelter
P625	Bird/Weed/Dust Control
P811	Communications Infra-Structure Improvement
P621	Construct Paint Storage Facilities/East Side
P681	County T Hangars Removal/Replacement
7	Emergency Generator at 1725 W. 17th St.
10	Expand Law Library Building
P663	Fire Station #33 Remodel
P559	Flare (Construction)
P915	FRB Biological Mitigation
P918	FRB Equipment Maintenance Facility
P916	FRB Gas Flare Station/Header
P927	FRB Groundwater Protection Phase IV
P928	FRB Groundwater Protection Phase V
P467	FRB Horizontal Gas Collection Pipes
P001	FRB Landfill Archeo/Paleo
P931	FRB LFG/Multi Depth Probe Installation
P937	FRB Phase VB & CCM QA/QC
P959	FRB Phase VIIA Mass Excavation
P950	FRB Storage Tank Facility
P907	FRB Water Supply System
P620	GA Restroom – West
5	Hall of Administration Improvements & Public Access Juvenile Facility Expansion
P822	Landscape Rehabilitation - Admin Office
18	Los Pinos Conservation Camp, Renovation
P622	Maintenance Building
	MCAS/EI Toro Redevelopment – All Phases
85	North Justice Center, Emergency Generator
P562	Olinda A/P Agreement with LSA
P536	Olinda Access Road to Sediment Basin
P563	Olinda Earthwork and Maintenance Facility

P555 Olinda Flare & Liquid Services Design
 P569 Olinda Gas Collection and Control
 P973 Olinda Gas Header Piping
 P567 Olinda Horizontal Gas Collection Pipes
 P553 Olinda Irrigation Reserve/Pump Phase 2
 P978 Olinda Leachate Control System
 P549 Olinda Mass Excavation Phase 2
 P550 Olinda Mass Excavation Phase 3
 P557 Olinda Offsite Access Road Acquisition/Relocation
 P556 Olinda Offsite Access Road Construction
 P539 Olinda Offsite Access Road-Design/Construct
 P604 Olinda Sediment Basin
 P992 Olinda Sulfur Remove & Equipment Installation
 P527 Olinda Vertical Expansion
 P535 Olinda Vertical Expansion Design/Construction
 P809 Prima Crew Quarters Relocation
 P805 Prima Deshecha Gas Flare Station
 P829 Prima Desilting Basin At Toe
 P813 Prima Equipment Maintenance/Wash Facility
 P814 Prima Zone 1 Phase A & B CM/CQA/AP
 P824 Prima Zone 1 Phase A Groundwater Protection
 P816 Prima Zone 1 Phase B Mass Excavation
 8 Public Health Laboratory, 1729 W. 17th St., Redesign and Remodel
 17 Rancho Potrero Leadership Academy
 P837 Realign Taxiway 'A'
 P831 Realignment of Taxiway 'G'
 P812 Reconstruct Landing Surfaces-Runway 19R/L
 P805 Reconstruct Taxiway "A"
 P788 Reconstruct Taxiway "L"
 P841 Reconstruction Perimeter Road West
 P823 Refurbish Landscape-T Lot/Main Street
 P600 RON North – Trench Drain
 P866 Santiago Final Closure/Post Closure Plan
 P862 Santiago Gas Flare Station
 P861 Santiago Leachate Control System
 P872 Santiago Phase II Essential Improvement
 P880 Santiago Soil Importation
 P879 Santiago Stockpile and CEQA A/E
 P877 Santiago Toe Erosion Control
 P794 Security Modifications - Terminal Building
 P793 Seismic Remediation
 P834 Seismic Remediation-Elevated Roadways
 P813 Seismic Retrofit Terminal Building
 P829 South Apron Drain Repair
 6 South Justice Center

P664	Terminal - Fire Alarm System
P814	Terminal Apron Rehabilitation - Phase 1
P835	Terminal Building Chiller
P846	Terminal Building Concession - Bistro
P827	Terminal Curbside Check-In Modification
	Theo Lacy Expansion
P558	Valencia Wide Project Phase 2 Construction
86	West Justice Center, Replace Fire Alarm System
25	Youth Guidance Center, Install Air Conditioning in Living Units

APPENDIX C

The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area to meet the needs of the Project(s) and the requirements of the industry generally. Towards that end, the unions agree to encourage the referral and utilization, to the extent permitted by law and hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on the Project(s) covered by this Agreement and entrance into such qualified apprenticeship and training programs as may be operated by the signatory local Unions.

1.1 To further the commitment of utilizing local residents, the parties to this Agreement agree to establish a Work Opportunities Program.

1.2 The County agrees to provide support from JTPA/PIC and/or WIA to work in conjunction with local unions, signatory to the Agreement, to accomplish the following:

- a. Establish an apprenticeship program for County residents whereby residents will be trained in a pre-apprenticeship job skill to enable them to gain employment/training within the signatory local unions.

APPENDIX D
MASTER LABOR AGREEMENTS

1. (Asbestos) Heat and Frost Insulators
2. Boilermakers
3. Bricklayers and Allied Craftworkers
4. Electricians
5. Elevator Constructors
6. Operating Engineers
7. Glaziers
8. Gunitite Workers
9. Iron Workers
10. Laborers
11. Painters
12. Plasterers and Cement Masons
13. Resilient Floor and Decorative Covering
14. Roofers and Waterproofers
15. Sheet Metal Workers
16. Tradeshow and Signcraft
17. Teamsters
18. United Association (Pipe Trades)

Signature Page

Charles V. Smith

Executive Secretary
Los Angeles/Orange Counties
Building and Construction Trades
Council, AFL-CIO

Chairman, Orange County
Board of Supervisors

(Asbestos) Heat and Frost
Insulators, Local #5

County Executive Officer

Boilermakers Local #92

Electricians Local #441

Bricklayers & Allied Craftworkers
Local #4

Elevator Constructors, Local #18

Bricklayers & Allied Craftworkers
Local #18

Operating Engineers, Local #12

Southern California District Council
Of Carpenters

Glaziers, Local #636

Ironworkers, Local #416

Gunite Workers, Local #345

Ironworkers, Local #433

Resilient Floor and Decorative
Covering, Local #1247



SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD

ATTEST:

Darlene J. Bloom
DARLENE J. BLOOM
CLERK OF THE BOARD OF SUPERVISORS
ORANGE COUNTY, CALIFORNIA

APPROVED AS TO FORM
Laurence M. Watson, County Counsel
ORANGE COUNTY, CALIFORNIA

By: *Laurence M. Watson*
Deputy

Date: *1/10/2000*

Ironworkers, Local #509

Roofers and Waterproofers
Local #220

Laborers, Local #652

Sheet Metal Workers, Local #102

Laborers, Local #882

Teamsters, Local #420

Southern California District Council of
Painters and Allied Trades, Local #36

Teamsters, Local #952

Plasterers, Local #652

Teamsters, Local #396

Cement Masons, Local #500

United Association, Local #250

United Association, Local #582

United Association, Local #669

United Association, Local #345

United Association, Local #709