

Attachment 1-A –PLA POLICY 1-28-14

Policy Regarding Project Labor Agreements To Promote Use of Local Contractors and Local Workforce on Construction Projects

The County of Sonoma recognizes that strategies that promote the use of local businesses and workers help create a sustainable economy and improve the overall quality of life for residents of the County. The use of local businesses helps retain local dollars within the community and strengthen employment.

The County periodically awards construction contracts, which employ a significant number of workers in various trades. Many local residents possess the skills required of such construction efforts and are in need of employment. The County of Sonoma encourages, within the constraints of current state and federal law, the employment of local contractors and local workforce on County construction projects. The County also has a strong interest in workforce training and development, and creating career opportunities that ensure adequate wages and health, welfare and retirement benefits for workers.

Policy Recommendation:

To encourage the use and development of a local workforce¹ and to ensure that County projects progress without delays due to labor disputes, consistent with existing state and federal law and the interests of the public, the County will negotiate project labor agreements (PLAs) or other mechanisms for significant new construction projects under the following conditions:

- The construction cost is budgeted at or above \$10 million.²
- All key terms are agreed to as set forth in the Attachment “A” PLA Template.
 - Use of Core Workers
 - No double payment of benefits where contractors provide existing equivalent benefit plans
 - Requirement for pre-apprentice and career technical workforce training programs, above and beyond California Labor Code requirements regarding the use of apprentices
- Referral and use of local workforce is strongly encouraged with the goal of at least 70% of hours worked by local residents.
- All trades and unions are signatory to the PLA; there will be only one agreement per project.

¹ Consistent with existing County policies, “local” means any of the following:

For vendors/service providers/contractors: Vendor/service provider/contractor has a physical address located in Sonoma County and performs business on an on-going basis at that address, and, if located in a city within Sonoma County, holds a valid business license of that city, if required to do so by that city; or contractor employs a workforce in which greater than 50% of the workers live in Sonoma County. For workers: A person who is a resident of Sonoma, Marin, Lake, Mendocino or Napa counties.

² For federally funded projects, the ability to use a PLA (or similar agreement) and the terms of any such agreement may be subject to federal agency requirements and/or approval. In such cases, compliance with the federal funding agency’s requirements will supersede this Policy.

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Process:

When an eligible construction project is identified, staff will present a project specific PLA (or similar agreement) to the Board for consideration before advertising for bids. In negotiating a project specific PLA, staff should consider the conditions listed above as well as the level of risk of labor strife that could impact the project, the project's budget, schedule, scope and complexity, the number of trades required, opportunities for workforce training and development, how the use of a PLA or other mechanism may impact the number or quality of bidders on the project, and specific requirements imposed by a funding agency, if any. In all instances, the County must meet all competitive bidding and contracting requirements applicable to public works projects, including any specific requirements which may be imposed by a funding agency.

**PROJECT LABOR AGREEMENT
FOR THE [INSERT PROJECT NAME]**

This Agreement is entered into this ___ day of _____, 201_ by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), together with any Contractors and/or subcontractors who become signatory to this Agreement by signing the “Agreement to Be Bound” (Attachment A), and the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council (“Trades Council”) and the local Unions with geographic jurisdiction in Sonoma County including those that are affiliated with the Building and Construction Trades Department of the AFL-CIO and have executed this Agreement, for the purpose of the construction of the County’s [insert project name]. The central purpose of this Agreement is to promote efficiency of construction operations during the Project and to provide for peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the Project.

RECITALS

- A. The timely and successful completion of the Project is of the utmost importance to the County in order to meet the needs of the public the County serves. The Sonoma County Board of Supervisors has likewise determined that the County would suffer financially, and otherwise, if the construction of the Project, once undertaken, was in any manner delayed.
- B. A variety of construction skills and crafts will be required to complete the construction work on the Project, including those skills and crafts represented by the Unions and their members who are employed by contractors and subcontractors that are signatory to collective bargaining agreements with such unions.
- C. It is recognized that on a project with multiple contractors and bargaining units on the job site over an extended period of time, the potential for work disruption is substantial, making essential an overriding commitment to maintain continuity of work.
- D. The Board of Supervisors has therefore determined that taxpayers within the County would be best served if the construction work for the Project proceeded in an orderly manner without disruption caused by strikes, work stoppages, picketing, lockouts, slowdowns, or other interference with the work on the Project.
- E. The County and the Unions desire to mutually establish and stabilize working conditions for the workers employed on the Project to the end

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that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement.

- F. The County desires to provide, enhance and encourage construction training and employment for County residents through apprenticeship and pre-apprenticeship programs and desires to use this Agreement as a vehicle to promote such goals.
- G. This Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as such legally binding agreements exist between a Contractor and a Union, except to the extent that the provisions of this Agreement are inconsistent with such collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.
- H. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California Public Contracts Code and the County has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project.
- I. The signatory parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, it is agreed between and among the parties, as follows:

ARTICLE I

DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement (or "PLA").
- 1.2 "County" means Sonoma County, California.
- 1.3 "Contractor" means all contractors, subcontractors or other persons or entities performing, assigning, awarding or subcontracting Covered Work, or authorizing another party to assign, award or subcontract Covered Work. As used herein, the term "Contractor" includes all such contractors, subcontractors, persons or entities, including the General Contractor.
- 1.4 "General Contractor" means the Contractor awarded the Project by the County.
- 1.5 "Construction contract" means all public works or improvement contracts, approved by the County that is necessary to complete the Project.

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- 1.6 "Trades Council" means the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California with affiliated trades unions within its geographical jurisdiction of Sonoma, Mendocino and Lake Counties.
- 1.7 "Local" means any of the following: For vendors/service providers/contractors: Vendor/service provider/contractor has a physical address located in Sonoma County and performs business on an on-going basis at that address, and, if located in a city within Sonoma County, holds a valid business license of that city, if required to do so by that city; or a contractor that employs a workforce in which greater than 50% of the workers live in Sonoma County. For workers: A person who is a resident of Sonoma, Marin, Lake, Mendocino or Napa counties.
- 1.8 "Professional Services" means those special services contemplated by Government Code section 53060.
- 1.9 "Project" means the [*insert description of the project*].
- 1.10 "Project Manager" means the person or persons designated by, or under contract with, the County to oversee all phases of construction of the Project.
- 1.11 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.
- 1.12 "Union" or "Unions" means the labor organizations that are signatory to this Agreement and whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated.

ARTICLE II

SCOPE OF THE AGREEMENT

- 2.1 Parties: The Agreement shall apply and is limited to all Contractors performing construction contracts on the Project, the County and the Trades Council, and any Unions or other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations who have executed this Agreement.
- 2.2 Project Description: The Agreement shall govern the award of all construction contracts for the Project. Once a construction contract is

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completed, it is no longer covered by this Agreement. For the purpose of this Agreement a construction contract shall be considered completed upon acceptance of the work by the County. This Agreement covers [insert project specific covered work]. This Agreement also covers all on-site fabrication, which includes work done for the Project in temporary yards or areas near the Project, and all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work involves sheet metal or plumbing and is covered by a provision of a local Master Agreement or national agreement of the applicable Union. All of the work described in this Section is within the scope of this Agreement and is referred to hereafter as “Covered Work.”

2.3 Exclusions:

- (1) This Agreement is not intended to, and shall not govern any construction work performed on any other County project, or any construction work performed prior to the effective date of this Agreement, or after its expiration or termination.
- (2) The Agreement is not intended to, and shall not affect the operation or maintenance of any other public facilities within the County.
- (3) The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (unless covered by an applicable Master Agreement), or office/clerical employees.
- (4) The Agreement shall not apply to any work performed by County employees, nor County suppliers/vendors/contractors who may perform work on the Project through a separate County contract. This shall include, but is not limited to, [insert any project specific excluded work]. Any contracts for Professional Services for the Project/Construction Management Services for this Project shall not be affected by this Agreement.

ARTICLE III

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be bound.

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- 3.2 Each Contractor agrees that it will subcontract Covered Work only to a person, firm, corporation or other entity that is or becomes a party to this Agreement. Any Contractor (including the General Contractor) performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the County in writing within five business days after it has subcontracted work, and shall at the same time provide to the County a copy of the executed Agreement to be Bound.
- 3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become bound to this Agreement. Any Contractor that fails to provide the County with the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.
- 3.4 Nothing in this Agreement shall limit the County's right to combine, consolidate, or cancel contracts for Project construction.
- 3.5 This Agreement shall only be binding on the signatory parties, including all Contractors executing the Agreement to be Bound, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

- 4.1 The Trades Council, Unions, County and Contractors agree that for the duration of the Project:

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- (a) There shall be no labor strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, or for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the County because of a dispute regarding the Project. Failure of any Union or employee on work covered by this Agreement to cross any picket line established at the Project site is a violation of this Article.
 - (b) The Trades Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.
 - (c) The Contractors shall not cause, incite, encourage or participate in a lockout of its employees during the term of the Agreement.
 - (d) If a collective bargaining agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor on any contract for work covered under this Agreement and the Union and the Contractor 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 the Contractor. In addition, if the new Master Agreement provides for benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such benefit increases established by the new Master Agreement for such work performed.
- 4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 4.1 is alleged to have occurred:
- (a) All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, they shall request the American Arbitration Association to provide them with a list of arbitrators from

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which the Arbitrator shall be selected.

- (b) Notice to the arbitrator or to parties, for purposes of this Article, shall be by the most expeditious means available, with notices by facsimile, electronic mail, or United States mail sent to the party alleged to be in violation of this Article, to the County, to the Trades Council, and to the involved Union, if a Union is alleged to be in violation.
- (c) Upon receipt of the notice, the chosen arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation is an ongoing detriment that will cause harm to the timely completion of the Project.
- (d) If the dispute will not cause immediate harm, the arbitrator shall notify the parties by facsimile, electronic mail, or telephone (with subsequent written confirmation), of the place and time for a hearing of the dispute. The arbitrator shall schedule the hearing within five (5) business days of receipt of Notice of the dispute. The hearing of the dispute 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 the hearing shall not delay the hearing of evidence of the issuance of any award by the arbitrator.
- (e) The sole issue at the hearing shall be whether a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written explanation of the basis for the opinion, one shall be issued within fifteen (15) business 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. Such order shall be served in writing on all parties by personal service or by registered mail, return receipt requested, upon issuance.
- (f) Such award shall be final and binding on all parties and 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 this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive

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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.

- (g) The parties waive any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure.
 - (h) The fees and expenses of the arbitrator shall be divided equally between the parties to the dispute.
 - (i) Any other grievance not pertaining to this Article shall be conducted in accordance with Article XVI.
- 4.3 If the arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of issue of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after issuance of the arbitrator's decision, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the County per shift until the breach is remedied. The County shall also have the right to any other remedies available under applicable law.

ARTICLE V

JURISDICTIONAL DISPUTES

- 5.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 5.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.
- 5.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., at the request of any party to a jurisdictional dispute under this Agreement, an Arbitrator shall be chosen by the procedures specified in Article V,

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Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Sonoma, Mendocino and Lake Counties Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

- 5.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 5.4 Each Contractor shall participate in a pre-job conference with the Trades Council, the Project Manager and Unions as appropriate prior to commencing construction work on the Project, to discuss and establish the scope of work for each Contractor for the Project. The County will be advised in advance of all such conferences and may participate if it wishes.

ARTICLE VI

JOINT LABOR/MANAGEMENT MEETINGS

- 6.1 A Joint Labor/Management Administrative Committee will be formed consisting of the Project Manager, two (2) Union representatives and two (2) Contractor representatives selected by the Unions and the General Contractor, respectively. Committee meetings will be held on a monthly basis. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications, and advance the proficiency and efficiency of the workers and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project. Representatives of the County may participate at its request. The Committee may form subcommittees to consider and advise the full Committee on issues affecting the Project, including but not limited to, compliance with apprenticeship and workforce training programs provisions of this Agreement.

ARTICLE VII

NO DISCRIMINATION

- 7.1 Contractors and Unions agree not to engage in any form of discrimination based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, political affiliation, or membership in a labor organization or

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other protected status recognized under the laws of the State of California or applicable federal law.

ARTICLE VIII

UNION RECOGNITION

- 8.1 For purposes and duration of this Agreement only, Contractors recognize the Union(s) as the sole bargaining representative of all craft employees working on this Project unless County and Contractor are provided with certified results indicating that another duly recognized bargaining unit has assumed all rights and responsibilities of a current recognized bargaining unit.
- 8.2 Employees who are employed by Contractors to work on the Project are not required to join any Union nor become a Union member as a condition of being employed, or remain employed on the Project. However, any employee who is a member of a Signatory Union must maintain that membership in good standing while employed on the Project. All other employees performing work for a cumulative total of eight (8) or more working days shall be required to comply with applicable union security provisions while performing on-site work on the Project and must tender any maintenance dues or fees required by the Trades Council or Signatory Union or otherwise required by law, for the period of time the employee performs work on the Project.
- 8.3 The Contractor agrees to deduct initiation fees, union dues or representation fees from the pay of any employee who executes an authorization for such deductions.

ARTICLE IX

MANAGEMENT'S RIGHTS

- 9.1 The County and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. Except as provided in Section 2.1, there shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other

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than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE X

HIRING & REFERRAL

- 10.1 Contractors that are not signatory to a current local collective bargaining agreement with a Union having jurisdiction over the affected work may employ its core workforce. For purposes of this Agreement, an employee shall be considered a member of a Contractor's core workforce if the worker meets all of the following:
- i. Possesses any license required by state or federal law, if any, for the Project work to be performed;
 - ii. Has been on the Contractor's active payroll for at least one hundred twenty (120) days of the two hundred (200) working days prior to the Notice to Proceed or equivalent authorization granted by the County to begin work on the Project; and
 - iii. Has the ability to safely perform the basic functions of the applicable trade.
- 10.2 The number of core workers authorized on the Project for Contractors utilizing core workers shall be as follows:
- i. Local Contractors: each Local Contractor may initially use up to three (3) core workers provided such core workers are residents of Sonoma, Napa, Marin, Lake or Mendocino counties. When such Local Contractor requires employees for the Project in addition to its core workforce, such Local Contractor shall utilize the Union referral system as follows: one worker from the hiring hall of the affected trade or craft and then one core worker. This process shall repeat until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers do not count toward core worker limit. On layoffs, the Local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor over the original three (3) core workers performing Covered Work on the Project.

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- ii. Non-local Contractors: Each Non-local Contractor may utilize core workers as follows: one core worker, followed by one worker from the hiring hall of the affected trade or craft. This process shall be repeated until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers not performing manual work do not count toward core worker limit. On layoffs, the Non-local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor performing Covered Work on the Project.
- 10.3 If there is any question regarding an employee's eligibility under Section 10.1 or 10.2, the Contractors shall provide documentation showing compliance with Section 10.1 or 10.2 upon the request of the Trades Council or any Union.
 - 10.4 For all hires beyond the core workforce, Contractor(s) performing Covered Work on the Project shall, when filling craft job vacancies, utilize the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of state or federal law. Contractor(s) shall have the right to reject any applicant referred by the Union(s) provided that the Contractor complies with Article VII (Non-discrimination).
 - 10.5 Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).
 - 10.6 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s), Contractor(s) shall be free to obtain employees from any source.
 - 10.7 The parties support the development of increased numbers of skilled construction workers from the residents of the region to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to first refer and utilize – to the extent permitted by state and federal law – qualified residents of Sonoma, Napa, Marin, Mendocino, and Lake counties as journeymen, apprentices, and trainees on the Project and to encourage their entrance into such apprenticeship and training programs as may be operated by the signatory local unions and programs developed pursuant to this Agreement.

ARTICLE XI

PROJECT SITE SECURITY

- 11.1 No person shall be employed on the Project to whom the County has a reasonable objection. County is the final authority as to who can and cannot enter the Project site consistent with State and Federal law. Contractor shall not be liable to pay standby pay to any employee rejected by County.

[Insert any Project specific security requirements (e.g., airport, detention facilities, etc.)]

ARTICLE XII

APPRENTICES & WORKFORCE TRAINING PROGRAMS

- 12.1 Each Contractor performing work on the Project shall, for each apprenticeable craft that it employs, employ, at minimum, the ratio of apprentices required by the California Labor Code Section or the federal Davis-Bacon Act, as applicable, who are enrolled and participating in any State-approved apprenticeship program.
- 12.2 The parties recognize the need to maintain continuing support of and expand programs designed to develop adequate numbers of skilled workers in the construction industry, and the desire to encourage the participation of high school students and graduates and residents of Sonoma County in the construction industry. To these ends, Contractors, the Trades Council, and the Unions will support the construction training courses, programs, pre-apprenticeship and apprenticeship programs in which they participate and which are certified by the State of California, and will encourage high school students and graduates and residents of Sonoma County to commence and progress in such programs.
- 12.3 To further accomplish these goals, the Contractors, the Trades Council, and the Unions agree to sponsor and participate in and utilize participants of community-based, school-based, Union-based or other pre-apprenticeship training programs, such as Career Technical Education programs, for the Project to support the development of increased numbers of skilled construction workers.

ARTICLE XIII

WAGES & BENEFITS

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- 13.1 All employees covered by this Agreement shall be classified and paid wages and other compensation in accordance with the then current multi-employer Master Agreement of the applicable Union, and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law.
- 13.2 Except as provided for in 13.3, Contractors that are not signatory to a Union Master Agreement (“non-signatory Contractor”) shall be required to make the benefit payments specified in 13.1, provided that only such bona fide employee benefits as accrue directly to the benefit of employees (e.g., health and welfare, vacation, holidays, pensions, apprenticeship, training funds), pursuant to the applicable Master Agreement are required to be paid by such non-signatory Contractor.
- 13.3 Notwithstanding any other provision of this Article, any non-signatory Contractor that has been contributing to health and welfare and pension benefit plans on behalf of a core worker for the period that such employee has been on the Contractor’s active payroll may elect to continue to contribute to such benefit plans on behalf of such employee in lieu of payments to the Union’s health and welfare and pension plans provided the health and welfare and pension benefit plans provided by the non-signatory Contractor provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans. The Joint Labor/Management Administrative Committee shall determine whether the health and welfare and pension benefits plans provided by the non-signatory Contractor provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans. Any non-signatory Contractor asserting that its health and welfare and pension benefits plans provide benefits that are equivalent to or greater than the benefits contained in the Union benefit plans shall submit such benefit plans and supporting documentation to the Committee for evaluation. Any dispute regarding the determination of the Committee shall be considered a grievance and submitted to arbitration pursuant to Article XVI.

ARTICLE XIV

COMPLIANCE & REPORTING

- 14.1 The Trades Council shall establish a means by which to monitor and investigate Contractor compliance with the applicable provisions of California prevailing wage law in order to assure the County that no violations of law occur. The County agrees to provide the Trades Council or its designated representative with copies of certified payroll records

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submitted by the Contractors and any other information requested by the Trades Council that may be required to determine compliance with applicable prevailing wage requirements. The County retains control over determining what information to provide to the Trades Council and copies of any records made available by the County will be in accordance with California Labor Code section 1776. A prevailing wage compliance report shall be presented to the County on a quarterly basis.

- 14.2 The Trades Council will assist the County in monitoring compliance with and reporting on Project specific apprenticeship, workforce training and development, and affirmative action requirements (including but not limited to Disadvantaged Business Enterprise and Minority Business Enterprise requirements), if applicable. [*Insert project specific requirements*]

ARTICLE XV

HOURS OF WORK

- 15.1 Eight (8) hours of labor per day with one-half hour designated as an unpaid period for lunch shall constitute a standard work day, and forty (40) hours shall constitute a regular work week.
- 15.2 Overtime and holiday pay will be in compliance with the applicable Master Agreements and the general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE XVI

GRIEVANCE ARBITRATION PROCEDURE

- 16.1 The Contractors, Unions, and the employees, collectively and individually, recognize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes) shall be considered a grievance, and the parties agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

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- 16.2 The parties to this Agreement understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement (other than trade jurisdictional disputes), the same shall be settled by means of the following procedures:

Step 1

- (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the General Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the General Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.
- (b) Should the Union or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2

- (a) The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3

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- (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance.
 - (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.
- 16.3 The General Contractor and County shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.
- 16.4 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 16.5 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the General Contractor. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 16.6 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

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- 16.7 The Arbitrator’s decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 16.8 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE XVII

HELMETS TO HARDHATS

- 17.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 17.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.
- 17.3 *[County retains option of including alternative veterans hiring program if such program provides enhanced/additional benefits.]*

ARTICLE XVIII

SAVINGS CLAUSE

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- 18.1 It is not the intention of either the Contractor(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the federal, state or local government, the parties shall suspend the operation of each such Article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor(s) and Union(s) agree that if any provisions of this Agreement are determined to be illegal or void by any court of competent jurisdiction, the parties will promptly enter into negotiations concerning the issue for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties.

ARTICLE XIX

DRUG TESTING PROTOCOL

- 19.1 The parties agree that the Memorandum of Understanding (“MOU”) on Drug Abuse and Prevention and Detection (Attachment ___) negotiated with the various General Contractor Associations and the Basic Trades’ Unions shall be the policy and procedure utilized under this Agreement.

ARTICLE XX

ENTIRE AGREEMENT

- 20.1 The parties agree that in the negotiation of this Agreement, they have had the opportunity to bargain over all lawful subjects covered by this Agreement and knowingly and willfully enter this Agreement upon all terms set forth herein.
- 20.2 Any amendment or modification to this Agreement shall be valid only if made in writing and signed by all parties to the Agreement.
- 20.3 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement except for all work performed under the National Transient Lodge Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator

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Constructors; provided that Articles 4, 5 and 16 of this Agreement shall apply to all Covered Work.

- 20.4 Except as enumerated in this Agreement, all other terms and conditions of employment described in the applicable Master Agreement of the signatory Union having traditional and customary jurisdiction over the work shall apply.

ARTICLE XXI

TERM

- 21.1 This Agreement shall become effective on the date of execution by the County and Trades Council, whichever is later, and shall continue in effect until the completion of Covered Work pursuant to Article II.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the day and year first written above.

COUNTY OF SONOMA

SONOMA, MENDOCINO AND LAKE
COUNTIES BUILDING & CONSTRUCTION
TRADES COUNCIL

By:

By:

[INSERT SIGNATURE BLOCKS FOR UNIONS]

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ATTACHMENT A

AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
FOR THE [INSERT PROJECT NAME]

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section 1.3 of the Project Labor Agreement for the [insert project name] (“Agreement”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.9 and 2.2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 4.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Contractor _____

(Authorized Officer & Title)

(Address)