



CITY OF MARTINEZ

CITY COUNCIL AGENDA November 19, 2014

TO: Mayor and City Council
FROM: Alan H. Shear, Acting City Manager
SUBJECT: Policy on Project Labor Agreements
DATE: November 14, 2014

RECOMMENDATION:

Consider and adopt a resolution establishing a Policy regarding the use of Project Labor Agreements on City construction projects.

BACKGROUND:

At the City Council meeting of November 5, 2014, the Council discussed Project Labor Agreements (PLA) and what a PLA in Martinez would contain. Specifically, one of the significant issues discussed centered on a minimum threshold amount which would trigger the applicability of a PLA to a construction project.

In order to facilitate the timely creation of a PLA for use in Martinez, the Council created an Ad Hoc Committee, comprised of Mayor Schroder and Vice Mayor Menesini, to resolve any outstanding issues and further directed staff to return to the meeting of November 19th. The Committee met on Wednesday, November 12th, along with the Interim City Manager, the City Attorney and Engineering staff. The results of the meeting are included in the attached policy, which is before Council tonight for adoption. The policy addresses the minimum dollar threshold in the following manner:

Per Section 1, Application of Policy

This policy applies to all City construction projects awarded by the City with a bid amount of more than \$500,000 (the "Threshold"). Notwithstanding the foregoing to the contrary, at any time that the City Council is considering approval of the City's capital improvement project ("CIP") budget as part of the City's overall budget, the City Council may identify specific projects included in that CIP budget which the City Council directs be awarded in accordance with and subject to this policy irrespective of the estimated cost of said project(s).

Furthermore, the PLA utilized by Contra Costa County is attached to this report, and is intended to be used as a template for PLAs in the City of Martinez.

FISCAL IMPACT:

Unknown at this time.

ACTION:

Motion to adopt a resolution establishing a Policy regarding the use of Project Labor Agreements on City construction projects. Note: threshold was established at \$250,000.

Attachment:
Resolution--Policy
County PLA Contract
Project Lists

RESOLUTION NO. -14

ESTABLISHING A POLICY REGARDING THE USE OF PROJECT
LABOR AGREEMENTS ON CITY CONSTRUCTION PROJECTS

WHEREAS, certain large, complex City construction projects involve numerous contractors and employees in different trades, have critical time lines for completion, and require a skilled and properly-trained workforce to successfully complete the work in a proper and timely manner. In order to avoid costly delays and additional expense to the City, it is essential that construction on such projects proceed without the labor disruptions that can occur on projects both from external labor relations problems and from the frictions that often arise when a large number of contractors and their employees work in proximity to one another on a job site; and

WHEREAS, in the private sector, project labor agreements have been used for years on large, complex construction projects to achieve satisfactory performance and the economic benefits that result from having a guaranteed source of skilled workers and from avoiding disruptions in work; and

WHEREAS, in the public sector, project labor agreements have been used successfully by the County of Contra Costa and other public entities in Contra Costa County for hospital, reservoir, wastewater, and other large, complex construction projects. Such agreements have been a major factor in producing quality construction work and projects completed on time, within budget, and without labor strife or disruptions; and

WHEREAS, as a result of the County's and other public agencies' successful experience with project labor agreements, the City Council has requested that a uniform policy be developed to cover the use of such agreements for construction contracts awarded by the City Council. This policy is intended to provide general guidance for City construction projects, subject to any modifications or exemptions that may be approved by the City Council.

NOW, THEREFORE, the City Council of the City of Martinez resolves as follows:

1. Application of Policy.

This policy applies to all City construction projects awarded by the City with a bid amount of more than \$250,000 (the "Threshold"). Notwithstanding the foregoing to the

contrary, at any time that the City Council is considering approval of the City's capital improvement project ("CIP") budget as part of the City's overall budget, the City Council may identify specific projects included in that CIP budget which the City Council directs be awarded in accordance with and subject to this policy irrespective of the estimated cost of said project(s).

2. Required Provisions

Unless the City Council, by majority vote, determines otherwise, for construction projects that are subject to this policy, as a condition of contract award, the successful bidder (contractor) shall be required to negotiate and sign a project labor agreement (PLA) with the Contra Costa Building and Construction Trades Council or other labor organization(s) or labor union(s) approved by the City. In general, the PLA shall contain the following provisions:

(a) For the duration of the project, the unions and their members, agents, representatives, and employees shall not incite, encourage, condone, or participate in any strike, walkout, sit-down, stay-in, boycott, sympathy strike, picketing, hand-billing, work stoppage, work slowdown, or other labor disruption or unrest.

(b) Violation of the no-strike clause may be enjoined by the contractor or subcontractor(s) in state or federal court at the election of the contractor or subcontractor(s).

(c) During the term of the PLA, the contractor shall endeavor to facilitate harmonious relations between the subcontractors and the unions.

(d) The unions and their members shall continue work on the project despite the expiration of applicable collective bargaining agreements.

(e) The contractor, the subcontractors, and the unions agree to use a final and binding grievance and arbitration procedure to prevent disruptions and delays of the project arising from internal/external labor relations disputes, including jurisdictional disputes.

(f) The PLA shall be effective only for the project in question.

(g) The PLA covers all new construction work awarded to and performed by the contractor during the term of the project at the project site.

- (h) The contractor shall require all subcontractors, as condition of working on the project, to become parties to the PLA.
- (i) The contractor and subcontractors agree to use the union hiring hall for any new hires beyond their own "core work force" (defined as persons on the contractor's or subcontractor's active payroll for 60 of the 100 days preceding the award).
- (j) The contractor and subcontractors are allowed to use their own core work force before resorting to the union hiring hall.
- (k) The PLA does not affect the contractor's or subcontractor's parent companies, subsidiaries, or affiliates.
- (l) The PLA does not apply to the contractor's or subcontractor's managerial, supervisory, executive, or clerical employees.
- (m) The contractor and subcontractors are acting on their own behalf and have no authority, whether express, implied, actual, apparent, or ostensible, to bind the City.
- (n) The City has the right at all times to perform and/or subcontract any portions of the construction and related work on the project not contracted to the signatory contractor.
- (o) The City, the contractor, and the subcontractors have the right to purchase material and equipment from any source, and the craftsmen will handle and install such material and equipment.
- (p) The PLA does not apply to any work performed on or near or leading to or into the project site by federal, state, city, district, or other governmental entities or their contractor(s), or by utilities or their contractor(s), and/or by the City or its contractor(s) for work which is not part of the project nor the fabrication or manufacture of any component, equipment, or materials offsite, for use or installation at the project site.
- (q) The PLA does not limit or restrict the choice of materials or the full use and installation of equipment, machinery, package units, factory pre coat, prefabricated or preassembled materials, tools, or other labor-saving devices.
- (r) After the installation is completed by the contractor or subcontractor(s), the City, the contractor, and the subcontractor(s) reserve the right to perform start-up,

operation, repair, maintenance, or revision of equipment or systems with persons of the City's, the contractor's, or the subcontractor's(s') choice.

(s) If required, the service representative may make a final check to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

(t) The PLA is binding only on the signatory parties (the contractor, the subcontractors, and the unions).

(u) The contractor alone is liable and responsible for the contractor's own individual acts and conduct and for any breach of or alleged breach of the PLA.

(v) The contractor, the subcontractors, and the unions shall abide by a substance abuse policy as may be required by the City or the contractor.

(w) All employees shall comply with the security procedures established by the contractor and the City.

(x) The PLA shall be subject to approval as to form by the City Council.

3. Miscellaneous

For individual projects, the PLA requirements will be set forth in detail in the project specifications and, due to special circumstances, requirements of the project's funding source(s), or other reasons, may vary from the provisions listed above, as determined by the City Manager. The requirement for a PLA does not exclude any contractor (union or non-union) from bidding on the project. The PLA must be negotiated within 14 days after the apparent lowest responsible bidder is notified by the City. If the contractor and the unions are unable to agree upon the terms of the PLA within that time, the issues in dispute shall be submitted to final, binding arbitration no later than the date that is 10 days after said 14 day period has expired and the decision of the arbitrator(s) shall be issued no later than 10 days after the matter is submitted to him/her/them. And such arbitration decision cannot be inconsistent with or in conflict with the provisions of the PLA and/or the specifications applicable to the project in question.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 19th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

PROJECT LABOR AGREEMENT
FOR THE
PROJECT NAME
PREAMBLE

This Project Labor Agreement ("Agreement") is made and entered into the ____ day of _____, 20_____, by and between _____, together with other contractors and/or subcontractors who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), (hereinafter referred to as "Contractor(s)"); the local unions signatory hereto and those affiliated with the Building & Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations and the Contra Costa Building and Construction Trades Council, all on their behalf and on behalf of the various local unions involved, (hereinafter referred to as "Union(s)"); _____ (hereinafter referred to as "Project Manager"); and _____ (hereinafter referred to as "Coordinator"). The parties further agree that the provisions of this Agreement shall apply to the following construction project:

PROJECT NAME (hereinafter referred to as "Project").

WHEREAS, the successful completion of the Project is of the utmost importance to the City of Martinez (hereinafter referred to as "City" or "Owner"); and

WHEREAS, a skilled labor pool represented by the Unions will be required to complete the work involved; and

WHEREAS, the Unions agree to cooperate in every way possible with employees of the Contractors; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and result in timely completion of the Project; and

WHEREAS, it is recognized that on a project of this magnitude 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 City, the Unions, and the Contractors would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractors, and further, to encourage close cooperation among the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the 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 a legally binding agreement exists between the Contractors and the affected Unions except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract for the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code; and

WHEREAS, the City has the absolute right to select the lowest reliable and responsible bidder for the award of the construction contract on the Project; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

PURPOSE

The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and to provide for peaceful, efficient and binding procedure for settling labor disputes. In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance and the City's satisfaction.

It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.

It is in the interest of the parties to this Agreement to utilize all resources available in the local area, including those provided by minority-owned, women-owned, small, disadvantaged, and other businesses.

ARTICLE 1

DEFINITIONS

“City” or “Owner” means the City of Martinez;

“**Coordinator**” means the individual, company or entity responsible for the administration and application of this Agreement. The Coordinator for this Agreement shall be: _____.

“**Contractor**” means a general contractor and/or subcontractor, at any tier, performing covered construction work on the Project;

“**Project**” means [Describe the Project];

“**Building Trades Council**” or “**Council**” means the Contra Costa County Building and Construction Trades Council;

“**Union**” means the Unions that are signatory to this Agreement;

“**Master Collective Bargaining Agreement**” or “**Local Collective Bargaining Agreement**” means the local collective bargaining agreements for the affected crafts negotiated by the historically recognized collective bargaining parties in the area. Copies of all such collective bargaining agreements shall be on file with the Building Trades Council and are incorporated herein by reference.

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 This Agreement shall apply to all construction work including demolition, site preparation, alteration and repair on the above-described Project awarded by the Owner and/or Construction Manager, and any related change order(s).
- 2.2 This Agreement shall apply only to construction/craft employees working on this Project represented by the Unions signatory hereto, and shall not apply to Contractors' technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, supervisors above the classification of general foreman, timekeepers, messengers, or inspectors, material testers, and/or x-ray technicians, except to the extent that such inspectors, material testers, and/or x-ray technicians are customarily covered by the Local Collective Bargaining Agreement and as to which classification a prevailing wage determination has been published.
- 2.3 Except as required otherwise by the Project documents or accepted construction practices, there shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. Lawful fabrication provisions of the appropriate national or Local Collective Bargaining Agreements shall be applicable.
- 2.4 It is recognized by the parties to this Agreement that the signatory Coordinator and Contractor(s) are acting only on behalf of said Coordinator and Contractor(s), and said Coordinator and Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the Owner.

- 2.5 It is expressly agreed and understood by the parties hereto that the Owner shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on the Project site not covered by this Agreement.
- 2.6 The working conditions and hours of employment herein provided have been negotiated between the parties signatory to this agreement.
- 2.7 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:
- (a) Equipment and machinery owned or controlled and operated by the Owner;
 - (b) All employees of any Contractor, design team or any other consultant of the City not performing manual labor within the scope of this Agreement;
 - (c) Any work performed on or near or leading to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors, and/or by the Owner or its contractors (for work which is not part of the scope of this Agreement);
 - (d) Off-site maintenance of leased equipment and on-site supervision of such work;
 - (e) Laboratory or specialty testing or inspection not ordinarily done by the signatory local unions;
 - (f) Non-construction support services contracted by the Owner or any Contractor in connection with this Project; and
 - (g) All work by employees of the Owner.
- 2.8 Work covered by the Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 5, 6, and 11 of the Agreement will apply to such work.

ARTICLE 3

SUBCONTRACTS

- 3.1 Each Contractor(s) agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement. Any Contractor(s) or subcontractor working on the Project shall, as a condition working on the Project, become signatory to and perform all work under the terms of this Agreement.
- 3.2 A subcontractor is defined as any person, firm or corporation who agrees under contract with the Contractor(s), or a subcontractor of the Contractor, at any tier, to perform on the Project, any part or portion of the construction work covered by the prime contract, including the operating of construction equipment, performance of labor and/or installation of materials.

- 3.3 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.
- 3.4 The Contractor shall provide in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement. The Contractor shall remain liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments to Health & Welfare, Pension, Vacation/Holiday, Dues and Training & Retraining Funds to the extent provided by law.
 - 3.4.1 The contractor(s) will give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first, and shall specify the name and address of the subcontractor. Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.
 - 3.4.2 The provisions of this Section 3.4 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action or any other labor disruption.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

- 4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Coordinator and signatory Contractor(s) unless signed by such parent, affiliate, subsidiary, or other division of such company.
- 4.2 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement except as modified by Article 3. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the signatory Union(s) and the Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s) party to this Agreement.
- 4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the signatory Contractors and the other Unions party to this Agreement.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the life of this Agreement, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, boycott, sympathy strike, picketing or other work stoppage of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.
- 5.1.1 Should a Contractor performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request that the General Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund(s) until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds, will provide written notice of the alleged delinquency to the affected Contractor, with copies to the General Contractor and the Owner. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements. If the General Contractor is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this Project, the General Contractor agrees that the affected Trust Fund(s) may place the Owner on notice of such delinquencies and the General Contractor further agrees that the Owner may issue joint checks to the General Contractor and the Trust Fund(s) until the delinquency is satisfied.
- 5.1.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. In the event that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue to the Project on one of the following two bases, both of which will be offered by the Union(s) involved to the General Contractor and the Contractors affected:
- (a) Each of the Union(s) working with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Union(s) involved in such expiring contract(s) may each propose wage rates and Contractor contribution rates to employee benefits funds different from what those rates were under the expiring contract(s). Said interim agreement(s) would be superseded by any subsequently reached industry agreement(s)

as of the date the industry agreement is reached. The terms of the Union's interim agreement offered to the Contractor will be no less favorable than the terms offered by the Union to any other Contractor or group of Contractors covering commercial construction work in Contra Costa County; or

- (b) Each of the Union(s) with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and Contractor contribution rates to the employee benefit funds, if the Contractor(s) affected by that contract agree to the following retroactivity provisions; if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the period between the effective dates of such labor agreements, an amount equal to any such retroactive wage and benefit increases established by such new labor agreement, retroactive to whatever dates are provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours of work on the Project during the retroactivity period. All parties agree that such affected Contractor shall be solely responsible for any retroactive payments to its employees and trust funds and that neither the General Contractor nor the Owner has any obligations, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments from any other Contractor.

The General Contractor and the affected Union will mutually decide for each affected subcontractor (after consultation with each such subcontractor) between the above two options of having its subcontractor continue to work on the Project under the terms of the interim agreement offered under paragraph (a) above by the Union, or having its subcontractor continue to work on the Project on the retroactivity basis established under paragraph (b) above. The General Contractor and the affected Union may mutually decide upon the interim agreement option for some subcontractors and the retroactivity option for other subcontractor(s). To decide between the two options, the General Contractor will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the General Contractor in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date.

- 5.3 If a violation of this Article by the Unions and/or its officers, agents, members and/or employees occurs, upon written facsimile, email or telegraphic notice of such violation to the Local and International Union(s) offices, the Union(s) and its officers shall take immediate action and will prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not

limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement in any way the Contractor(s) chooses, until the Union(s) effects the return to work of such employees. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 5.

- 5.4 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the Owner's or Contractors' decision to terminate or suspend work on the site or any portion thereof for any reason.
- 5.5 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 11, if invoked.
- 5.6 Any party to this Agreement may institute the following binding arbitration procedure when a breach of this Article is alleged, except as provided in Section 5.6.8, below. In the event a party institutes this procedure, arbitration shall be mandatory.
 - 5.6.1 The party invoking this procedure shall immediately notify Thomas Angelo, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, Robert Hirsch is appointed as the back-up Arbitrator. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegraph or similar means to the party alleged to be in violation and the involved Union General President.

The contact information for the permanent Arbitrator and the back-up Arbitrator is:

Thomas Angelo
Arbitrator
P.O. Box 1937
Mill Valley, CA 94942
Phone: (415) 381-1701
Mobile: (415) 699-6527
Fax: (415) 380-9792
Email: tangelomv@gmail.com

Robert Hirsch
Back-Up Arbitrator
P.O. Box 170428
San Francisco, CA 94117
Phone: (415) 362-9999
Mobile: (415) 676-9619
Fax: (415) 752-7678
Email: rmhirsch@gmail.com

- 5.6.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.

- 5.6.3 The Arbitrator shall notify the parties by facsimile, email, telegram or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
- 5.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief. Such 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's award shall be served on all parties by hand or registered mail upon issuance.
- 5.6.5 The award shall be final, binding and non-reviewable as to the merits, and may be enforced by any court of competent jurisdiction, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, telegraphic or similar 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 5.6.4 of the 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 of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- 5.6.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.
- 5.6.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be divided equally between the parties to the arbitration.
- 5.6.8 The procedures contained in Section 5.6 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 11.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 All Contractors and subcontractors shall stipulate to and have the responsibility for making work assignments in accordance with the rules, regulations and procedures of the Plan for Settlement of Jurisdictional Dispute in the Construction Industry approved by the Building & Construction Trades Council AFL-CIO, June 14, 1984, or any successor plan.

- 6.2 There will be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.
- 6.3 Where a jurisdictional dispute exists and cannot be resolved by the Local Unions involved, it shall be referred for resolution to the International Unions. The resolution of the dispute shall be reduced to writing and signed by the authorized representative of the International Unions and the Contractor(s). The original assignments made by the Contractor(s) shall be followed until such time as the dispute is resolved in accordance with this Article.
- 6.3.1 In the event that the respective International Unions of the disputing Locals and the Contractor(s) are unable to resolve the dispute within five (5) days from the date of referral, the dispute may be referred by any of the Interested Parties to the arbitration system of the Plan for the Settlement of Jurisdictional Disputes referred to in Section 6.1 of this Article.
- 6.4 There shall be no work stoppage, work interruption, strike, sympathy strikes, picketing, hand-billing or public notices of any kind while any jurisdictional dispute is being resolved. Pending resolution of the dispute, the work shall continue uninterrupted as originally assigned by the Contractor(s). The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s), to replace the employees represented by the Union(s) in violation of this Agreement in any way the Contractor(s) choose, until the Union(s) effects the return to work of such employees.

ARTICLE 7

COORDINATOR

- 7.1 The above-named Coordinator is responsible for the administration and application of this Agreement, but neither the Coordinator nor the City shall incur any liability as a consequence of such administration or application.
- 7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the monthly joint Labor/Management meeting referred to in Article 8 below. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 8

JOINT LABOR/MANAGEMENT MEETINGS

- 8.1 A joint Labor/Management meeting will be held on a monthly basis between the Coordinator, the Contractors and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the Craftsperson and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project.

- 8.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union(s), Contractor(s) or the Coordinator.
- 8.3 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.1 of this Agreement. The work assignments shall be made in writing. Any craft objecting to the Contractor's proposed assignment of work shall have ten (10) working days from the date of the Mark-Up Meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.
- 8.4 The Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

ARTICLE 9

MANAGEMENT RIGHTS

- 9.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- (a). Plan, direct and control the operation of all the work.
 - (b). Decide the number and types of employees required to perform the work safely and efficiently.
 - (c). Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - (d). Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job Conference and supplied to all employees and/or posted on the jobsite. The Contractor may implement drug testing on the job consistent with the drug testing procedures contained in the applicable craft agreement.
 - (e). Discharge, suspension or discipline will be handled under the applicable craft agreement.
 - (f). Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work, however, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.

- (g). Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 21), except as required otherwise by the Project documents or accepted construction practices.
- (h). The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein.

ARTICLE 10

WORK RULES

- 10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen, the Contractor(s) will give first consideration to the qualified individuals available in the local area and in accordance with the Craft's local Collective Bargaining Agreement. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.
- 10.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftpersons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.
- 10.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).
- 10.4 A badge system may be used to check in and out. Each employee must personally check in and out. The Contractor(s) will provide adequate facilities for check in and out in an expeditious manner.
- 10.5 Employees shall be at their place of work (as designated by the Contractor at the Pre-Job Conference) and ready to work at the starting time and shall remain at their place of work performing their assigned functions until quitting time. A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.
- 10.6 Slowdowns, standby crews and featherbedding practices will not be tolerated.
- 10.7 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the Owner or others who are not covered by this Agreement including, but not limited to, maintenance and operations.
- 10.8 Rest periods shall be provided in accordance with Industrial Welfare Commission Wage Order 16. Employees will be permitted to have personal thermos bottles, the contents of which may be consumed during working hours at their assigned work locations.

- 10.9 All foremen will remain with their crews and supervise such crews in the performance of their duties.
- 10.10 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite since such deliveries shall not fall under this Agreement. Unloading of the above will be performed by signatory Contractors' employees.
- 10.11 The Contractor(s) will furnish facilities for storage of tools, adequate sanitary facilities and clean, heated, dry change rooms. However, Contractor(s) will incur no liability for loss, theft, or damage to personal tools left in tool storage not provided by the Contractor(s). The Contractor(s) has the right to take any reasonable action deemed necessary to control tool losses. Personal tools when brought onto the jobsite at time of employment may be inventoried as to type and number of tools and condition. Tool provision and losses will be handled according to the individual craft local agreements.
- 10.12 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices, except as required by the Project documents or accepted construction practices. However, the lawful manning provisions of the Craft local agreements shall be recognized.
- 10.13 Employees shall receive a one-half hour lunch period with pay and meals at the expense of the Contractor(s) if the employee is required to work beyond ten (10) consecutive hours (not including the regular one-half hour lunch period), and after working each additional four (4) hours. If meals are not provided, a meal allowance of \$10.00 will be paid in lieu thereof.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5 No-Strike No-Lockout procedure shall be governed by the following grievance and arbitration procedures. All other disputes shall be governed by the grievance and arbitration procedures contained in the applicable local collective bargaining agreement.
- 11.2 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the grievance is alleged to have occurred or within five (5) working days after the Union's first knowledge of the grievance, whichever comes first. Similarly, a grievance shall be considered null and void if not brought to the attention of the Union(s) within five (5) working days after the grievance is alleged to have occurred or within five (5) working days after the Contractors(s)' first knowledge of the grievance, whichever comes first.

- 11.3 Grievances shall be settled according to the following Steps:
- Step 1: The steward or business representative and the grievant shall attempt to resolve the grievance with the craft supervisor.
 - Step 2: In the event the matter remains unresolved for five (5) working days in Step 1 above, within five (5) working days thereafter, the grievance shall be reduced to writing and may then be referred by the Union to the Contractor(s) for discussion and resolution.
 - Step 3: In the event the matter remains unresolved for five (5) working days in Step 2, either Party may request, within five (5) working days thereafter that the dispute be submitted to arbitration.
 - Step 4. The Parties agree that the Arbitrator who will hear the grievance shall be selected from among the following: William Riker, Barry Winograd, Thomas Angelo, Robert Hirsch, and Jeri-Lou Cossack. The Arbitrator shall be selected on a rotating basis and the Coordinator shall be responsible for advising the parties as to which Arbitrator is next in line to resolve the dispute. If the Arbitrator next in line is unavailable to hear the dispute within a reasonable time period in the opinion of the parties, the next Arbitrator in line shall serve as the Arbitrator of the dispute.
- The addresses, telephone numbers, and fax numbers for the above-named Arbitrators are listed in Attachment B.
- 11.4 The arbitration procedure contained herein, once invoked, shall be mandatory. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the Parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.
- 11.5 The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.
- 11.6 The Contractor(s), as well as the Union, may bring forth grievances under this Article.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

- 12.1 All employees working on the project shall be governed by the applicable union security clause of the applicable craft's Schedule A Agreement.

Employees hired by the Contractor(s) shall, as a condition of employment, be responsible for the payment of the applicable monthly dues, working dues and any associated fees uniformly required for union membership in the local union which is signatory to this agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.

- 12.2 The Contractor(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for its craft employees on the Project.
- 12.3 Authorized representatives of the Unions shall have access to the site during established working hours, provided they do not unduly interfere with the work of the employees.
- 12.4 A Steward shall be a working journeyman appointed by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the Business Manager or Business Agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the Contractor(s) agrees to allow the Steward a reasonable amount of time for the performance of such duties. It is understood and agreed that the Steward's duties do not include any matters relating to referral or hiring. The Steward shall not leave the work area without notifying the appropriate supervisor.
- 12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.
- 12.6 The treatment of stewards shall be in accordance with the applicable craft agreement.

ARTICLE 13

REFERRAL

- 13.1 Contractors performing construction work on the Project described in the Agreement shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of Federal law. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with Article 19.
- 13.2 The 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).
- 13.3 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) (Saturday, Sunday and holidays excluded), the Contractor(s) shall be free to obtain employees from any source.

- 13.4 The Unions shall exert their utmost efforts, including requesting assistance from other Local Unions, to recruit sufficient number of skilled Craftpersons to fulfill the labor requirements of the Contractors.
- 13.5 Recognizing the special needs of this Project and the acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

ARTICLE 14

NON-DISCRIMINATION

- 14.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act or any other basis recognized by law.

ARTICLE 15

APPRENTICES

- 15.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor(s) will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.
- 15.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.
- 15.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

ARTICLE 16

WAGE SCALES and FRINGE BENEFITS

- 16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining parties and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.
- 16.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the

applicable collective bargaining agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

- 16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.
- 16.4 Wages due shall be paid to all employees weekly, not later than on Friday, and not more than three (3) days' wages may be withheld and shall be paid before the end of the work shift. Payment shall be made by check with detachable stub.
- 16.5 When an employee is discharged, the employee shall be paid wages due immediately. If an employee voluntarily terminates, wages due shall be paid in accordance with California State Law.

ARTICLE 17

HOURS OF WORK, OVERTIME and SHIFTS

- 17.1 Hours or Work: The work week will start on Monday and conclude on Sunday. Eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 5:30 p.m. with one-half (1/2) hour designated for lunch midway through the shift. Forty (40) hours per week, Monday through Friday, shall constitute a regular week's work. The foregoing provisions of this Article are applicable unless otherwise provided in the General Prevailing Wage Determinations made by the Director of Industrial Relations pursuant to California Labor Code. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.
- 17.2 Overtime: Overtime will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.
- 17.3 Shifts: The Contractor(s) shall have the right to establish shifts for any portion of the work in accordance with this Section.
 - 17.3.1 If two (2) or three (3) shifts are worked, the first shift shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, the second shift shall consist of seven and one-half (7 1/2) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and the third shift shall consist of seven (7) hours of continuous work exclusive of a one-half (1/2) non-paid lunch period for eight (8) hours pay.

- 17.3.2 Shift work may be performed at the option of the Contractor(s) but, when performed, it must continue for a period of not less than five (5) consecutive working days. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth consecutive day.

ARTICLE 18

HOLIDAYS

- 18.1 Holidays will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE 19

REPORTING PAY

- 19.1 Any employee reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive at least four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid for actual hours worked.
- 19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.
- 19.1.2 The provisions of this Section are not applicable where the employee voluntarily quits, in which case the employee shall be paid for the actual time worked.
- 19.2 It will not be a violation of this Agreement when the Owner or Contractor(s) consider it necessary to shut down because of an emergency situation that could endanger life or property. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Owner or Contractor(s) request employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

ARTICLE 20

TRAVEL, SUBSISTENCE and ZONE PAY

- 20.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE 21

HEALTH AND SAFETY

- 21.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the Owner and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 21.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the contractor(s). Nothing in this Agreement will make the Union(s) or owner liable to any employee or to other persons in the event that injury or accident occurs.
- 21.3 A convenient supply of cold and potable drinking water shall be provided by the Contractor(s).
- 21.4 The Contractor(s) and Union(s) agree to abide by the substance abuse policy contained in the respective Master Collective Bargaining Agreements for the affected crafts.

ARTICLE 22

SECURITY OF MATERIAL, EQUIPMENT and TOOLS

- 22.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractor(s).
- 22.2 All employees will comply with the security procedures established by the Contractor(s) and the Owner.
- 22.3 Theft and/or loss of the Owner's tools and equipment is a major concern on the Project. The Owner's Security Regulations will be strictly enforced.
- 22.4 Violations or failure to comply with the Owner's Security Regulations while on the Project jobsite may result in termination and/or exclusion from the Project jobsite.

ARTICLE 23

CALL-INS

- 23.1 Call-ins will be governed by the applicable craft collective bargaining agreement.

ARTICLE 24

ENTIRE AGREEMENT

- 24.1 This Agreement represents the complete understanding of the parties but shall not affect the validity of the City's Project documents. In the event of conflict between this Agreement and the Project documents, the Project documents shall take precedence.
- 24.2 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractor(s), nor the Union(s) will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the Coordinator.
- 24.3 Any other agreement or modification of this Agreement must be reduced to writing and signed by the Coordinator and the Unions involved.

ARTICLE 25

GENERAL SAVINGS CLAUSE

- 25.1 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 executive, legislative, judicial or administrative branch 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 and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.
- 25.2 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.

ARTICLE 26

DURATION OF AGREEMENT

- 26.1 This Agreement shall become effective on the day the Owner awards the first contract covered by the scope of this Agreement and shall continue in full force and effect until completion of the scope of the Project. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

DATE: _____

CONTRACTOR

**CONTRA COSTA BUILDING &
CONSTRUCTION TRADES COUNCIL**

By: _____
(Signature)

By: _____
Greg Feere, Chief Executive Officer

Name: _____

Capacity: _____

**PROJECT MANAGER
CITY OF MARTINEZ**

**COORDINATOR
CITY OF MARTINEZ**

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Capacity: _____

Capacity: _____

PROJECT LABOR AGREEMENT

SIGNATURES

Signatory Unions:

Asbestos Workers Local #16

Bricklayers & Allied Craft Workers
Local #3

Northern California Carpenters
Regional Council

Millwrights Local #102

District Council of Plasterers &
Cement Masons

Electricians Local #301

Plasterers Local #66

Plumbers Local #159

Roofers Local #81

Teamsters Local #315

Boilermakers Local #549

Hod Carriers Local #166

Iron Workers Local #378

Northern California District Council of
Laborers

Operating Engineers Local #3

Painters & Allied Trades District
Council #6

Pile Drivers Local #34

Sheet Metal Workers Local #104

Sprinkler Fitters Local #483

Steamfitters Local #342

Underground Utility/Landscape #355

Elevator Construction Local #8

PROJECT LABOR AGREEMENT

SIGNATURES (Continued)

Laborers Local #324

Lathers Local #68L

ATTACHMENT "A"
PROJECT LABOR AGREEMENT
FOR
PROJECT NAME
BETWEEN
<<Contractor>>
AND
SIGNATORY CONTRA COSTA COUNTY BUILDING CONSTRUCTION
TRADES UNIONS
AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on **PROJECT NAME**, (hereafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Labor Agreement" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

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:

The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 16 of this AGREEMENT.

The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.

Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Dated: _____
_____ (Name of Contractor)

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

_____ (Address)

_____ (Phone) (Fax)

MEMORANDUM OF UNDERSTANDING

PROJECT LABOR AGREEMENT

Notwithstanding any provision to the contrary in the Project Labor Agreement , this memorandum will confirm that work covered by the Project Labor Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 5, 6 and 11 of the Project Labor Agreement will apply to such work.

INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS
LOCAL UNION NO. 8

Date _____

ATTACHMENT 'B'

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Arbitrator
P.O. Box 1937
Mill Valley, CA 94942
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(415) 699-6527 Mobile
(415) 380-9792 Fax
tangelomv@gmail.com

Ms. Jerilou Cossack
Arbitrator
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Lafayette, CA 94549
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(925) 360-1524 Mobile
(925) 939-1904 Fax
jhc@jerilou-cossack.com

Mr. Robert M. Hirsch
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1999 Harrison Street, Suite 1400
Oakland, CA 94612-3517
(510) 273-8755 General
(510) 393-7283 Mobile
(510) 273-8746 Fax
winmedarb@aol.com

PAST CIP PROJECTS

As requested, here is a partial list of construction contracts awarded by the City Council since 2012.

I also included some information on the section of the public contracting code describing formal/informal bidding procedures. Please note that even for the informal procedures the city solicits multiple bids and requires payment of prevailing wages, insurance, etc.

Project	\$ Amount
Harbor View Reservoir Replacement	\$3,143,000
Waterfront Park Restroom (install)	\$182,000
Water Treatment Plant Electrical Upgrade	\$2,394,000
Pedestrian Signals and Curb Ramps	\$71,000
Shell Ave/Alhambra Valley Rd Sidewalk	\$334,000
Water Treatment Plant Chemical Containment Facility	\$559,000
Pacheco Transit Hub	\$1,677,000
Reliez Valley Paving	\$640,000
Park Renovation	\$3,970,000
Bay Trail Berrellesa St	\$89,000
Intermodal Parking Lot	\$1,371,000
LED Streetlight Upgrade	\$113,000
Bus Stop Improvements	\$62,000
Sports Court Resurfacing	\$251,000
Marina Dredging	\$250,000

The Uniform Public Construction Cost Accounting Act is a program created in 1983 which allows local agencies to perform public project work up to \$45,000 with its own work force if the agency elects to follow the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual of the California Uniform Construction Cost Accounting Commission (Commission). The Uniform Public Construction Cost Accounting Act (Act) is enacted under Public Contracts Code Section 22000 through 22045 (hereafter abbreviated as PCC 22000-22045). In addition, the Act provides for alternative bidding procedures when an agency performs public project work by contract.

- a) Public projects of \$45,000 or less may be performed by negotiated contract or by purchase order (PCC 22032(a)).
- b) Public projects of \$175,000 or less may be let to contract by the informal procedures set forth in the Act (PCC 22032(b)).
- c) Public projects of more than \$175,000 shall be let to contract by formal bidding procedures (PCC 22032(c)).

Every five years, the Commission shall consider whether there have been material changes in public construction costs and make recommendations to the State Controller regarding adjustments to the bidding procedure monetary limits (PCC 22020). Adjustments should be effective for the fiscal year that commences not less than 60 days following the State Controller's notification to all participating agencies.

FUTURE CIP PROJECTS

Project	\$ Amount	Year
Water Treatment Plant Seismic Upgrade	\$3,000,000	2015/16
Water Treatment Plant Flocculation Paddles	\$125,000	2015
Annual Water Line Replacement	\$350,000	2015
Hillside Reservoir Access Road	\$75,000	2015
Waterfront Park Renovation	\$5,000,000	2015
Susana and Mt. View Parks Improvements	\$750,000	2015
Hidden Lakes Field/Park Improvements	\$1,500,000	2016
Golden Hills Park	\$1,000,000	2017
Measure H Park Improvements	\$3,000,000	2017/18
Alhambra Creek Bridge @ Berrellesa/Ferry St Realignment	\$3,500,000	2015/16
Intermodal Parking Lot/Amtrak Station Pedestrian Overcrossing	\$2,500,000	2015/16
Downtown PDA Pavement	\$1,250,000	2015
Annual Pavement Maintenance	\$1,000,000	2015
Alhambra Avenue/C Street Signal	\$250,000	2015
Annual Curb Ramp/Sidewalk Replacement	\$50,000	2015
Annual Storm Drain Replacement	\$50,000	2015
Pacheco Boulevard Improvements	\$3,000,000	2018

PUBLIC HEARING(S)

CITY MANAGER

5. Consider and adopt a resolution establishing a Policy regarding the use of Project Labor Policy Agreements on City construction projects. [A.Shear/10.05.04]

Acting City Manager Alan Shear presented the staff report reviewing background information, purpose of the proposed Policy, Council subcommittee meeting, and the subsequent recommendation that the threshold be \$500,000.

As a Committee member, Mayor Schroder expressed his original preference for a higher threshold (perhaps up to \$1 million), and Vice Mayor Menesini's preference for a lower threshold, and they ended up agreeing to a \$500,000 threshold.

Vice Mayor Menesini said he would recommend a lower threshold, perhaps even \$225,000. He also presented a preamble to the policy declaration that he had drafted and was proposing to be added.

Councilmember Ross observed that the current threshold is \$175,000 and asked for clarification as to its provisions. City Attorney Jeff Walter explained that the City had decided to follow the Construction Cost Accounting Procedures (CCAP) codified in State law, and he discussed the tiered approach to the thresholds.

Councilmember Ross said he thought the threshold should continue to be \$175,000. Vice Mayor Menesini said the two policies have different purposes, and he didn't think that having a different threshold would complicate things.

Councilmember DeLaney asked why the distinction between \$175,000 and \$225,000, a difference of only \$50,000. She also asked whether Vice Mayor Menesini's preamble was suggested as an alternative to the one in the policy drafted by staff or as an addition. Vice Mayor Menesini said it was intended as additional, but he acknowledged its inclusion was at the will of the Council. He also explained the reason for the different amounts, noting that the new policy's threshold would trigger certain requirements.

Mayor Schroder opened public comment on the item.

Nichole Goehring, Associated Builders & Contractors (ABC) of NorCal, expressed concern about the lower thresholds, especially since most Project Labor Agreements (PLAs) are intended for larger, more complex projects. She also noted that the Martinez Chamber of Commerce wanted the decision-making process to include more of the business community and major stakeholders. She urged against rushing the process.

Greg Feere, Contra Costa Building Construction Trades Council, stated that this is an issue being considered in many jurisdictions. He commented on misinformation by the ABC regarding the number of contractors and construction employees it represents alleged dual payments under PLAs, historic non-payment of benefits by ABC, and whether PLAs are discriminatory. He asked members of the audience, who are construction workers in favor of PLAs, to stand and show their support.

Mayor Schroder asked whether he thought \$250,000 was a fair threshold, and Mr. Feere said yes. He also pointed out that the amount can be changed or lowered by the Council in the future if necessary.

Councilmember Ross asked if there has ever been an entity that has rescinded a PLA or raised its threshold limit. Mr. Feere responded that the high-speed rail project that will be statewide has no limit. He confirmed there has never been a PLA that was rescinded. He added that the County Public Works Department has benefited greatly from its PLA policy, as well as the School District and the Water District. He could see no reason to oppose a PLA policy.

John Parker, Bay Point resident who works for a Martinez construction firm, expressed his support for the resolution as written. He discussed benefits to the agencies and the workers from having PLAs. He noted that most PLA policies have higher thresholds, which he thought appropriate.

Bob Lillbey, Electrical Workers IBEW Local #302, agreed that PLAs are important and that the process should not be rushed. He observed that there are currently 65 PLAs statewide, and none have been rescinded. He discussed the purpose of the CCAP provisions and did not think it conflicts with PLAs, especially with smaller projects, and he agreed that the two thresholds were unrelated. He also commented that having a PLA policy ultimately is an investment in the community due to the benefits to construction workers who live or work in Martinez. He expressed support for the resolution and deferred to the Council for the threshold level, although he thought \$175,000 would be sufficient.

Matt Heavey, contractor, noted that the San Jose Unified School District had rescinded its PLA policy. In his experience, PLAs can be discriminatory and have been to him and his employees, and he noted that 23 other states have outlawed PLAs altogether as a result. He also explained how dual benefits are a burden to those who choose not to be part of a union. He urged the Council to not enact the policy.

Mike Alford expressed support for unions, and he urged the Council to act in support as well. He felt that opposition to unions is what has caused America and Martinez to go downhill. He agreed with Councilmember Ross that \$175,000 was an appropriate threshold.

John Stevens, Martinez Chamber of Commerce, noted that when he called ABC Norcal for information he did not say the Chamber should be involved, only that they had not been yet. He indicated they would like to be involved in future discussions.

Robert Williams, International Union Painters Allied Trades, discussed how unions have benefited him and his family. He commented as well on how the union members have been involved in the community, with the restoration of the Joltin Joe and other projects. He also pointed out that when union workers are employed in the community, they can give even more to the community. He encouraged the Council to vote in support of the policy.

Jason Lindsey, Ironworkers Local #378, discussed apprenticeship efforts through his union and how that enables him to put people to work locally. He expressed that PLAs would not be necessary if fair wages and benefits were paid by all employers.

Seeing no further speakers, Mayor Schroder closed public comment on the item.

Mayor Schroder stated that he would like to bifurcate the action - one to establish the Policy and the other to consider the threshold amount. Mr. Walter confirmed that could be done.

There was further brief discussion between staff and the Council of the provisions and the next steps in the process for developing the PLA template.

On motion by Michael Menesini, Vice Mayor, seconded by Lara DeLaney, Councilmember, adopt Resolution No. 116-14 establishing a Policy regarding the use of Project Labor Policy Agreements on City construction projects as amended to include the preamble to the recitals of the resolution and to provide an annual review of the Capital Improvement Projects. Motion unanimously passed 5 - 0. Yes: AnaMarie Avila Farias, Councilmember; Lara DeLaney, Councilmember; Mark Ross, Councilmember; Michael Menesini, Vice Mayor; Rob Schroder, Mayor.

On motion by Rob Schroder, Mayor, seconded by AnaMarie Avila Farias, Councilmember, set the threshold at \$500,000 for construction projects. Motion failed 2 - 3. Yes: AnaMarie Avila Farias, Councilmember; Rob Schroder, Mayor. No: Lara DeLaney, Councilmember; Mark Ross, Councilmember; Michael Menesini, Vice Mayor.

On motion by Michael Menesini, Vice Mayor, seconded by AnaMarie Avila Farias, Councilmember, set the threshold at \$250,000 for construction projects. Motion unanimously passed 5 - 0. Yes: AnaMarie Avila Farias, Councilmember; Lara DeLaney, Councilmember; Mark Ross, Councilmember; Michael Menesini, Vice Mayor; Rob Schroder, Mayor.

CITY COUNCIL

8. Council Subcommittee Reports.

Mayor Schroder noted that the only Subcommittee that met was the Project Labor Agreement Ad Hoc Committee, which we discussed earlier.