Pursuant to Section 54956 of the California Government Code, a special meeting of the City Council is hereby called for:
Thursday, June 18, 2009
7:00 p.m.

SPECIAL MEETING AGENDA

Date/Time: Thursday, June 18, 2009, at 7:00 p.m.
Location: Brentwood City Council Chamber
734 Third Street
Brentwood, CA 94513

CALL TO ORDER CITY COUNCIL – 734 Third Street, City Council Chamber

Pledge of Allegiance

ROLL CALL

PUBLIC COMMENTS At this time the public is permitted to address the City Council on items that are not on the agenda. Remarks are limited to 2 minutes per person or a time as determined by the City Council. Please file your name with the Mayor on the form provided at the podium. Speakers desiring answers to questions should direct them to the Council and, if relevant, the Council may direct them to the appropriate staff member.

OLD BUSINESS

1. Consider the Project Labor Agreement and, if approved, provide direction to Swinerton, Inc. to execute the agreement and direct staff to include the Project Labor Agreement in the bid documents for the Civic Center Project. (D. Landeros/G. Leech)

ADJOURNMENT

Dated: June 16, 2009

/s/
Robert Taylor
Mayor

NOTICE

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you are a person with a disability and you need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk’s Office at (925) 516-5440 or fax (925) 516-5441. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35, 104 ADA Title II)

POSTING STATEMENT

On June 16, 2009, a true and correct copy of this agenda was posted on the City Hall Bulletin Board, outside City Hall, 708 Third Street, Brentwood, CA 94513; Brentwood Education and Technology Center, 101 Sand Creek Road, Suite B, and at our website www.ci.brentwood.ca.us
CITY COUNCIL AGENDA ITEM NO. 1

Meeting Date: June 18, 2009

Subject/Title: Consider the Project Labor Agreement and, if approved, provide direction to Swinerton, Inc. to execute the agreement and direct staff to include the Project Labor Agreement in the bid documents for the Civic Center project.

Prepared by: Gail Leech, Management Analyst

Submitted by: Donna Landeros, City Manager

RECOMMENDATION
Consider the Project Labor Agreement and, if approved, provide direction to Swinerton, Inc. to execute the agreement and direct staff to include the Project Labor Agreement in the bid documents for the Civic Center project.

PREVIOUS ACTION
On April 24, 2007, by Resolution No. 2007-89, City Council approved and authorized the City Manager to execute an agreement with LPA, Inc., for the architectural planning, design and related services of the New City Hall (CIP No. 337-31390), including the Civic Center Parking Facility and Civic Center Plaza in an amount not to exceed $2,922,218, plus 10% contingency of $292,221.80 for a total of $3,214,439.80.

On August 14, 2007, by Resolution No. 2007-180, City Council approved and authorized the City Manager or her designee to execute Amendment No. 1 to the Professional Services Agreement with LPA, Inc. in the amount of $1,306,368, plus a 10% contingency of $130,636.80 for a total contract amount of $1,437,004.80 to include the new Community Center.

On November 13, 2007, by Resolution No. 2007-269, City Council 1) endorsed the Civic Center Conceptual Plans; 2) endorsed the City Hall and Community Center Building Plans; 3) endorsed the History Walk concept as one of the Required Art Components of the Civic Center; and 4) directed staff to proceed with this project to design development.


On May 27, 2008, by Resolution No. 2008-136, the City Council adopted the 2008/09-2012/13 Capital Improvement Program.

On June 10, 2008, City Council directed staff to pursue the temporary space for the interim library at the annex building.

On August 26, 2008, by Resolution No. 2008-220, City Council approved the Mitigated Negative Declaration for the Brentwood Civic Center project; by Resolution No. 2008-221, approved the General Plan amendment (GPA 07-02) to change the land use designation on a portion of the Civic Center site from Park to Downtown (mixed use); by Resolution No. 2008-222, approved a Downtown Specific Plan amendment to add the Brentwood Civic Center District Zone, create site
development standards and permitted uses for the new district zone, and re-designate City Park, the adjacent Maple Street and Third Street and two City-owned parcels to the new district zone; and by Resolution No. 2008-223, approved a summary vacation for portions of Maple Street and Third Street.

On November 18, 2008, City Council directed staff to implement a phased approach for the Civic Center consisting of building the City Hall and Community Center as Phase I; and the Parking Structure as Phase 2.

On March 24, 2009, by Resolution No. 2009-63, City Council authorized the preparation of a Labor Stability Study for the proposed Civic Center project.

On May 12, 2009, by Resolution No 2009-100, directed staff to begin the negotiation process toward a PLA and authorized funding for negotiation services in an amount not to exceed $25,000.

BACKGROUND
Pursuant to City Council direction, a Project Labor Agreement (PLA) was negotiated on behalf of the City for the construction of the Civic Center project. The PLA addresses the following purposes:

1) Promote efficient construction operations
2) Set uniform and fair working conditions
3) Employ local residents and utilize resources available in the local area.

The PLA also encompasses the City Council’s project objectives in relation to the current labor market factors as outlined below:

1) Provide opportunities for Brentwood residents to participate on the project
2) Provide opportunities for returning veterans to participate on the project
3) Competitive bidding
4) Project cost efficiency
5) Reduced work delays / Timely completion of project

A Project Labor Agreement will support the City's intention to promote efficiency on the Civic Center project by entering into a productive partnership with the local construction labor community. The benefits of this partnership are anticipated to be: providing a competitive bidding environment; project cost containment; efficient and economical completion of the project to secure optimum productivity; a boost to the economy by generating local construction and related jobs to both Brentwood residents and returning veterans; partnering with responsible companies and contractors; and providing for peaceful settlement of labor disputes.

If the City Council authorizes and approves a PLA on the Civic Center project and having Swinerton, Inc., as a Construction Employer execute the agreement with the building trade.

FISCAL IMPACT
There is no fiscal impact at this time.

Attachments:
Resolution
Project Labor Agreement
RESOLUTION NO.

A RESOLUTION TO CONSIDER THE PROJECT LABOR AGREEMENT AND, IF APPROVED, PROVIDE DIRECTION TO SWINERTON, INC. AND CONSULTING TO EXECUTE THE AGREEMENT AND DIRECT STAFF TO INCLUDE THE PROJECT LABOR AGREEMENT IN THE BID DOCUMENTS FOR THE CIVIC CENTER PROJECT

WHEREAS, on April 24, 2007, by Resolution No. 2007-89, City Council approved and authorized the City Manager to execute an agreement with LPA, Inc., for the architectural planning, design and related services of the New City Hall (CIP No. 337-31390), including the Civic Center Parking Facility and Civic Center Plaza in an amount not to exceed $2,922,218, plus 10% contingency of $292,221.80 for a total of $3,214,439.80; and

WHEREAS, on August 14, 2007, by Resolution No. 2007-180, City Council approved and authorized the City Manager or her designee to execute Amendment No. 1 to the Professional Services Agreement with LPA, Inc. in the amount of $1,306,368, plus a 10% contingency of $130,636.80 for a total of $1,437,004.80 to include the new Community Center; and

WHEREAS, on November 13, 2007, by Resolution No. 2007-269, City Council 1) endorsed the Civic Center Conceptual Plans; 2) endorsed the City Hall and Community Center Building Plans; 3) endorsed the History Walk concept as one of the Required Art Components of the Civic Center; and 4) directed staff to proceed with this project to design development; and

WHEREAS, on May 13, 2008, by Resolution No. 2008-115, City Council approved the Swinerton Management and Consulting contract for Construction Management services on the Civic Center; and

WHEREAS, on May 13, 2008, by Resolution No. 2008-117, City Council endorsed the City Park Master Site Plan; and

WHEREAS, on May 27, 2008, by Resolution No. 2008-136, the City Council adopted the 2008/09-2012/13 Capital Improvement Program; and

WHEREAS, on June 10, 2008, City Council directed staff to pursue the temporary space for the interim library at the annex building; and

WHEREAS, on August 26, 2008, by Resolution No. 2008-220, City Council approved the Mitigated Negative Declaration for the Brentwood Civic Center project; by Resolution No. 2008-221, approved the General Plan amendment (GPA 07-02) to change the land use designation on a portion of the Civic Center site from Park to Downtown (mixed use); by Resolution No. 2008-222, approved a Downtown Specific Plan amendment to add the Brentwood Civic Center District Zone, create site development standards and permitted uses for the new district zone, and re-designate City Park, the adjacent Maple Street and Third Street and two City-owned parcels to the new district zone; and by Resolution No. 2008-223, approved a summary vacation for portions of Maple Street and Third Street; and

WHEREAS, on November 18, 2008, City Council directed staff to implement a phased approach for the Civic Center consisting of building the City Hall and Community Center as Phase I; and the Parking Structure as Phase 2; and
WHEREAS, on March 24, 2009, by Resolution No. 2009-63, City Council authorized the preparation of a Labor Stability Study for the proposed Civic Center project; and

WHEREAS, On May 12, 2009, by Resolution No 2009-100, directed staff to begin the negotiation process toward a PLA and authorized funding for negotiation services in an amount not to exceed $25,000; and

WHEREAS, a Project Labor Agreement (PLA) was negotiated on behalf of the City for the construction of the Civic Center project. The PLA addresses the following purposes:

1) Promote efficient construction operations
2) Set uniform and fair working conditions
3) Employ local residents and utilize resources available in the local area; and

WHEREAS, The PLA also encompasses the City Council’s project objectives in relation to the current labor market factors as outlined below:

1) Provide opportunities for Brentwood residents to participate on the project
2) Provide opportunities for returning veterans to participate on the project
3) Competitive bidding
4) Project cost efficiency
5) Reduced work delays / Timely completion of project; and

WHEREAS, a PLA will support the City’s intention to promote efficiency on the Civic Center project by entering into a productive partnership with the local construction labor community; and

WHEREAS, the benefits of this partnership are anticipated to be providing a competitive bidding environment, project cost containment, efficient and economical completion of the project to secure optimum productivity, a boost to the economy by generating local construction and related jobs to both Brentwood residents and returning veterans, partnering with responsible companies and contractors, and providing for peaceful settlement of labor disputes; and

WHEREAS, If the City Council authorizes and approves a PLA on the Civic Center project and having Swinerton, Inc., as a Construction Employer execute the agreement with the building trade; and

WHEREAS, there is no fiscal impact at this time.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Brentwood hereby approves the Project Labor Agreement for the Civic Center projects and authorizes Swinerton, Inc. to execute the agreement and direct staff to include the Project Labor Agreement in the bid documents for the Civic Center project

PASSED, APPROVED AND ADOPTED by the City Council of the City of Brentwood at a regular meeting held on the 18th day of June 2009 by the following vote:
PROJECT LABOR AGREEMENT

for the

CITY OF BRENTWOOD
CIVIC CENTER PROJECT

between

SWINERTON, INC.

and

CONTRA COSTA COUNTY BUILDING &
CONSTRUCTION TRADES COUNCIL
AND ITS AFFILIATED LOCAL UNIONS

PREAMBLE

This Agreement is made and entered into the __________ day of __________________, 2009, by and between Swinerton, Inc., together with other contractors and/or subcontractors (“Contractor(s)”), who shall become signatory to this Agreement by signing the “Agreement To Be Bound” (Attachment A), and the Local Unions signatory hereto and the Contra Costa County Building & Construction Trades Council ("Council") and its affiliated local unions who have executed this Agreement (referred to individually as “Union” and collectively as “Unions”). The parties further agree that the provisions of this Agreement shall apply to the construction of the Brentwood Civic Center Project by the City of Brentwood (“Owner”).

Recitals

WHEREAS, the Contractors will be engaged in construction of the Project; and

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

WHEREAS, the Building Trades Unions agree to cooperate in every way possible with employees of the Contractors; and
WHEREAS, the parties desire to provide employment opportunities on the Project to residents of the City of Brentwood and immediately surrounding communities; and

WHEREAS, the parties desire to provide employment opportunities on the Project to military veterans returning from overseas conflicts; 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 to shorten construction schedules, thereby further reducing costs, resulting in timely completion of the Project; and

WHEREAS, the parties desire to mutually establish and stabilize wages, hours and working conditions for the employees employed on the Project by the Contractors, and further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement;

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

ARTICLE 1

PURPOSE

1.1 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 and to secure optimum productivity, on-schedule performance and the City of Brentwood (Owner) satisfaction.

1.2 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.

1.3 It is in the interest of the parties to this Agreement to employ local residents and to utilize resources available in the local area.
ARTICLE 2

SCOPE OF AGREEMENT

2.1 This Agreement shall apply only to that demolition, site preparation and new construction work awarded by the Owner and performed by the signatory Contractor(s) during the term of this Agreement. The City of Brentwood Civic Center Project includes an approximately 7200 sq. ft. Council Chambers Building, a 55,000 sq. ft. City Hall building, a 32,000 sq. ft. Community Center Building and a surface parking lot with approximately 76 parking spaces located at Second and Oak Streets, in Brentwood, California ("Project").

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’ supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, supervisors, timekeepers, messengers, guards, or any other employees above the classification of general foreman 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 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. Fabrication provisions contained in existing appropriate national or local agreements shall be applicable.

2.4 After installation by the Contractor(s) and upon notice of completion, it is understood the Owner reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with persons of the Owner’s choice. 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.

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 It is recognized by the parties to this Agreement that the signatory Contractor(s) and Coordinator are acting only on behalf of said Contractor(s) and Coordinator,
and said Contractor(s) and Coordinator have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the Owner.

2.7  
The working conditions and hours of employment herein provided have been negotiated by the Unions exclusively with the representatives of the Contractor(s).

2.8  
It is expressly agreed and understood by the parties hereto that the Owner shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment.

2.9  
Without limiting the foregoing, the parties recognize and agree that the items specifically excluded from the scope of this Agreement include the following:

(a)  Furniture, equipment and machinery owned or controlled by the Owner; however, the installation of office modular furniture shall be covered by this Agreement;

(b)  All employees of any Contractor, design team or any other consultant of the Owner not performing construction craft labor within the Scope of this Agreement;

(c)  Any work performed on or near, or leading to or into the Project site by state, county, city or other governmental bodies, or their contractor(s); or by utilities or their contractor(s); and/or by the Owner, its employees, or its contractor(s) for work which is not part of the Project including, but not limited to, maintenance and operations;

(d)  Off-site maintenance of leased equipment and on-site supervision of such work;

(e)  The testing and calibration of specialty equipment, including, but not limited to: Communications dishes/antennae; audio/visual equipment; security access controls; surveillance cameras; and intrusion alarms; however the installation of the equipment and termination of electrical connections of such equipment shall be covered by this Agreement; and

(f)  Artwork, including, but not limited to: murals, decorative tile, metal trellis, metal fencing and statue(s).
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 to working on the Project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting.

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, to perform on the Project, any part or portion of the construction work covered by the prime contract, including the operation 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 A Contractor(s) who provides 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, shall not be 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 Supplement and Training & Retraining Funds, except as provided in the Labor Code.

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 Thereafter, if such subcontractor should become delinquent in the payment of any wages or benefits as above specified, the Trust Fund shall immediately give

City of Brentwood Civic Center Project
Project Labor Agreement
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written notice thereof to the Contractor(s) and to the subcontractor specifying the nature and amount of such delinquency.

3.4.3 In the event the Contractor(s) fails to give written notice of a subcontract as required herein, such Contractor(s) shall be liable for all delinquencies of the subcontractor on this Project only without limitation.

3.4.4 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.

3.4.5 Nothing in this Agreement is meant to interfere with the normal enforcement or collection rights of the fringe benefit Trust Funds.

3.5 Signatory Contractors:

3.5.1 With regard to any Contractor that is independently signed to any local master labor agreement ("MLA"), this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in subsection 3.5.2 of this Article. Any such subcontracting clause in a MLA shall remain and be fully enforceable between each craft union and its signatory contractors, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence of subcontracting obligations and restrictions that exist between craft unions and their respective signatory contractors under a MLA, except as specifically set forth in subsection 3.5.2 of this Article.

3.5.2 If a craft union ("aggrieved union") believes that an assignment of work on this Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by subsection 3.5.1 of this Article, the aggrieved union may submit a claim under the jurisdictional resolution procedure contained in Article 6 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to subsection 3.5.1 of this Article, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the former shall be null and void ab initio.
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. 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, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage or hand-billing 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 Withholding employees for failure of a Contractor(s) to tender trust fund contributions as required in accordance with Article 16 or for failure to meet its weekly payroll is not a violation of this Article 5; however, the Union shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.
5.2 Upon written facsimile or telegraphic notice of a violation to the Local and International Union(s) offices, the Union(s) and its officers shall take immediate action and will use its (their) best efforts to 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.

5.3 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.

5.4 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.

5.5 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

5.5.1 The party invoking this procedure shall immediately notify Gerald McKay, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, William Riker shall serve as the Alternate 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.
5.5.2 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.

5.5.3 The Arbitrator shall notify the parties by facsimile, 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.

5.5.4 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. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

5.5.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, 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 5.5.4 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.

5.5.6 Liquidated Damages. A party found to have violated the provisions of this Article 5 No Strike-No Lockout section shall cease such violation within eight (8) hours of the award of the Arbitrator. Should the violation continue past eight (8) hours, the party in violation shall pay to the affected party as liquidated damages actual damages or the sum of ten thousand dollars ($10,000.00) per shift, or portion thereof, whichever is greater, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

5.5.7 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.
5.5.8 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne by the losing party.

5.5.9 The procedures contained in Section 5.4 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.

6.2 There will be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.

6.3 (a) Work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (“the Plan”) or any successor Plan. All jurisdictional disputes on this Project, between or among any Unions and any Contractor(s) party to this Agreement, shall be settled and adjusted according to the Plan, or any other plan, method or 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.

(b) In order to expedite the resolution of jurisdictional disputes, the parties have agreed to select one of the following arbitrators to hear disputes arising under this Article: Tom Angelo, Robert Hirsh, John Kagel, Gerald McKay or Tom Pagan. The arbitrator selection process under the Plan will be utilized to select one of these arbitrators to hear a particular dispute. All arbitration hearing pursuant to this Article shall be held in Contra Costa County. All other provisions of the Plan shall apply.

(c) All jurisdictional disputes shall be resolve without the occurrence of any of the activities prohibited in Article V (No Strike No Lockout) and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this provision shall be subject to immediate discharge.
ARTICLE 7

COORDINATOR

7.1 The Owner shall appoint a Coordinator who is responsible for the administration and application of this Agreement.

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 periodic 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 Craftsman and the Contractors on the Project. These periodic 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 meeting and supplied to all employees and/or posted on the jobsite.

E. Discharge or discipline employees for just cause.

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 that is authorized by the craft’s local collective bargaining agreement, 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. No local rules, customs or practices, other than those specifically enumerated in this Agreement, are applicable.
H. 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).

I. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

ARTICLE 10

WORK RULES

10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s). 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. Craftspersons 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 Employees shall be at their place of work (as designated by the Contractor at the pre-job meeting) 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.

10.5 Slowdowns, standby crews and featherbedding practices will not be tolerated.

10.6 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.

10.7 Contractors shall provide rest periods in accordance with Industrial Welfare Commission Order No. 16-2001. Any dispute regarding rest and meal periods provided in this section shall be resolved exclusively under the provisions of Article 11 of this Agreement.

10.8 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.

10.9 The Contractor(s) will furnish facilities for storage of tools, adequate sanitary facilities and clean and 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.

10.10 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. However, the lawful manning provisions of the applicable craft’s local collective bargaining agreement shall be recognized.

10.11 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.

City of Brentwood Civic Center Project
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ARTICLE 11

GRIEVANCE PROCEDURE

11.1 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 or certain safety disputes as defined below) shall be considered a grievance.

11.2 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within ten (10) working days after the incident which initiated the alleged grievance occurred.

11.3 Grievances shall be settled according to the following procedure:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor.

Step 2

In the event the matter remains unresolved in Step 1 above, within five (5) working days, the alleged grievance in writing may then be referred to the Business Manager of the Craft involved and the Labor Relations representative of the Contractor for discussion and resolution.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, the grievance in writing may then be referred to the International Representatives of the Craft involved and the Manager of Labor Relations of the Contractor or the Manager's designated representative, and the Coordinator for discussion and resolution.

Step 4

If the grievance is not settled in the preceding steps within five (5) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of
both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Coordinator. An Arbitrator selected from a permanent panel of Arbitrators consisting of Gerald McKay, William Riker, Thomas Angelo, and Robert Hirsch will hear grievances filed pursuant to this Article. Should the parties be unable to mutually agree on the selection of an Arbitrator from among those on the panel, selection for that given arbitration shall be made by alternately striking names from the list of names on the panel until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall be the party bringing forth the grievance. In the event the last remaining Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the last stricken Arbitrator will be selected. A reasonable time is defined as fifteen (15) days where the grievance concerns employment discharge and thirty (30) days for all other grievances.

The Arbitrator’s decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. The expense of arbitration, including the cost of the Arbitrator and the cost of necessary expense required to pay for facilities for the hearing of cases, shall be borne equally by the parties. The Arbitrator’s decision shall be confined to the question posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to or subtract from, any provision of this Agreement.

11.4 The Contractors, as well as the Unions, may bring forth grievances under this Article.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

12.1 All employees who are employed by the Contractor(s) shall, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the applicable 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, and further provided, that such representatives fully comply with the visitor safety and security rules established for the Project.

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. 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 working Steward will be subject to discharge for just cause to the same extent as other employees provided, however, that the Union shall be notified twenty-four (24) hours prior to the discharge.

12.7 The Steward shall remain on the job until its completion, or until no more than three (3) employees are left on the job, provided the Steward is qualified to perform the work to be done; unless removed by the Business Manager.

**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 excepted), the Contractor(s) shall be free to obtain employees from any source. These employees shall be recognized as temporary employees. These temporary employees shall be replaced by qualified journeymen when available.

13.4 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the Local Area, which is defined as the City of Brentwood and immediately surrounding communities. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents, including journeymen and apprentices, within the Local Area shall be first referred for Project work covered by this Agreement.

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.

City of Brentwood Civic Center Project
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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 agencies and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the 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 unit on the effective date as set forth in the applicable 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. An employee laid off or terminated shall be given a termination slip immediately upon termination of work. The termination slip shall be completed stating the reason for termination, and the employee’s copy shall have, in addition to the firm’s name, the firm’s address. If an employee voluntarily terminates, wages due shall be paid in accordance with California State Law.

City of Brentwood Civic Center Project
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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 the 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 the 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 (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. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. 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 day. In the event the second or third shift of any regular work shall extend into a holiday the employees shall be paid at their regular shift rate.

17.3.3 To the extent permitted by the applicable provisions of the California Labor Code, the Contractor(s), with one week's notice to the Union(s), may establish a four (4) day per week, ten (10) hour per day work shift. The regular work week shall be from Monday through Thursday. Pay for each of these four (4) days shall be ten (10) hours at the straight time hourly rate.
17.3.3.1 Friday may be worked as a voluntary make-up day in those cases where the work is shut down due to inclement weather or an emergency situation. If a Friday is worked, the pay shall be one and one-half (1-1/2) times the straight time hourly rate for the first ten (10) hours worked. All work in excess of ten (10) hours shall be paid two (2) times the straight time hourly rate. If a sixth or seventh day is worked, the pay shall be two (2) times the straight time hourly rate.

**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 the California Labor Code.

**ARTICLE 19**

**REPORTING PAY**

19.1 Any employee reporting for work and for whom no work is provided, except when given 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 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 or is out by reason of a strike, 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 the 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 Unions(s) 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 This Project shall be a drug free workplace. Workers shall not possess, use, be under the influence of, provide, dispense, receive, sell, offer to sell alcohol and/or controlled substances as defined by law while on the Owner’s property. Violation of this provision shall subject the worker to discipline up to and including termination.

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.

ARTICLE 23

CALL-INS

23.1 When employees are called in to work at times other than their regularly established shift, they shall be paid not less than four (4) hours at the applicable overtime rate for that day.

ARTICLE 24

HELMETS TO HARDHATS

24.1 The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans 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 Veteran’s Employment (hereinafter “Center”) 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.

24.2 The Unions and Contractor(s) agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 25

ENTIRE AGREEMENT

25.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement shall in every instance exclusively apply to and control work performed on the site of the Project and take precedence over
provisions of local, area, regional or national labor agreements. Nothing contained
in the working rules, by-laws, constitution and other similar documents of the
Unions or other Collective Bargaining Agreements, shall in any way affect, modify
or add to this Agreement unless otherwise specifically indicated in this Agreement.
Practices not part of the terms and conditions of this Agreement shall not be
recognized.

25.2 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.

25.3 Any other agreement or modification of this Agreement must be reduced to writing
and signed by the parties.

ARTICLE 26

GENERAL SAVINGS CLAUSE

26.1 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 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.

ARTICLE 27

DURATION OF AGREEMENT

27.1 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.

City of Brentwood Civic Center Project
Project Labor Agreement
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ATTACHMENT "A"
PROJECT LABOR AGREEMENT
FOR
FOR THE CITY OF BRENTWOOD
CIVIC CENTER PROJECT
BETWEEN
SWINERTON, INC.
and
SIGNATORY CONTRA COSTA COUNTY BUILDING CONSTRUCTION TRADES UNIONS
AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the City of Brentwood Civic Center Project, (hereinafter 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:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:

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

(3) 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;

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

(5) 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)

__________________________________________ (Authorized Officer & Title)

__________________________________________ (Address)

__________________________________________ (Phone #) (Fax #)

City of Brentwood Civic Center Project
Project Labor Agreement
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Signatures

Swinerton, Inc.

Contra Costa County Building & Construction Trades Council

Greg Feere, Chief Executive Officer

Signatory Unions:

Asbestos Workers Local #16

Hod Carriers Local #166

Boilermakers Local #549

Roofers Local #81

Bricklayers Local #3

Iron Workers Local #378

Northern California Regional Council of Carpenters for and on behalf of their affiliated crafts

Laborers Local Union #324

Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

Electrical Workers Local #302

Painters District Council #16

Plasterers Local #66

City of Brentwood Civic Center Project
Project Labor Agreement
Page 26 of 28
MEMORANDUM OF UNDERSTANDING
CITY OF BRENTWOOD
CIVIC CENTER PROJECT
PROJECT LABOR AGREEMENT

Notwithstanding any provision to the contrary in the City of Brentwood Civic Center Project Labor Agreement ("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.

Swinerton, Inc.                                           INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
                                                          LOCAL UNION NO. 8

Date: ________________                                      Date: ________________

City of Brentwood Civic Center Project
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Contra Costa County Building & Construction Trades Council

Greg Feere, Chief Executive Officer

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City of Brentwood Civic Center Project
Project Labor Agreement
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Council of Carpenters for and on
behalf of their affiliated crafts

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Sheet Metal Workers Local #104

Cement Masons Local #300

Operating Engineers Local #3

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Painters District Council #16

Plasterers Local #66

City of Brentwood Civic Center Project
Project Labor Agreement
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Painters District Council #16

Plasterers Local #66

City of Brentwood Civic Center Project
Project Labor Agreement
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## Signatures

**Swinerton, Inc.**  
Contra Costa County Building & Construction Trades Council

**Greg Peone, Chief Executive Officer**

### Signatory Unions:

- Asbestos Workers Local #16  
- Hod Carriers Local #166
- Bricklayers Local #3  
- Iron Workers Local #378
- Northern California Regional Council of Carpenters for and on behalf of their affiliated crafts  
- Laborers Local Union #324
- Sheet Metal Workers Local #104  
- Cement Masons Local #300
- Operating Engineers Local #3  
- Electrical Workers Local #302
- Painters District Council #16  
- Plasterers Local #66

City of Brentwood Civic Center Project  
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Swinerton, Inc.

Contra Costa County Building & Construction Trades Council

Greg Feere, Chief Executive Officer

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Asbestos Workers Local #16

Hod Carriers Local #166

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Painters District Council #16

Plasterers Local #66

City of Brentwood Civic Center Project
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Swinerton, Inc.  Contra Costa County Building & Construction Trades Council

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Asbestos Workers Local #16

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Swinerton, Inc.

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__________________________
Greg Peere, Chief Executive Officer

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Boilermakers Local #549

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Boilermakers Local #549  
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Cement Masons Local #300

Operating Engineers Local #3  
Electrical Workers Local #302

Painters District Council #16  
Plasterers Local #66

City of Brentwood Civic Center Project
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Signatures

Swinerton, Inc.                                      Contra Costa County Building &
                                                    Construction Trades Council

Greg Feere, Chief Executive Officer

Signatory Unions:

Asbestos Workers Local #16                                      Hud Carriers Local #166

Boilermakers Local #549                                      Roofers Local #81

Bricklayers Local #3                                        Iron Workers Local #378

Northern California Regional Council of Carpenters for and on
behalf of their affiliated crafts

Sheet Metal Workers Local #104                                 Laborers Local Union #324

Operating Engineers Local #3                                      Cement Masons Local #300

Painters District Council #16                                      Electrical Workers Local #302

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United Association Local #159

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Sprinkler Fitters Local #483

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Teamsters Local #315
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