RESOLUTION NO. 95-46
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WEST SACRAMENTO

CONCERNING SPECIFIC CITY-OWNED PROJECT LABOR AGREEMENTS

WHEREAS, the City Council of the City of West Sacramento ("City") finds that project labor agreements with unions representing experienced and skilled construction workers have generally proven to be of economic benefit to property owners, including state and local governments, for major publicly owned construction projects, particularly those projects which extend for a substantial period of time, involve a substantial number of contractors and subcontractors and/or a substantial number of trades and craft workers and have substantial dollar value; and

WHEREAS, project labor agreements can facilitate the timely and efficient completion of City-owned projects by:

(a) Making available a ready and adequate supply of highly trained and skilled craft workers;

(b) Permitting public owners and contractors to more accurately determine project labor costs and to establish working conditions for all crafts for the duration of the project;

(c) Allowing for the negotiation of specialized terms and conditions, if necessary, which, because of the particular circumstances relating to a specific project, may be required for the effective construction of the project;

(d) Providing a negotiated commitment which is a legally enforceable means of assuring labor stability and peace over the life of the project;

(e) Providing for cost savings;

(f) Facilitating equal employment opportunities; and

WHEREAS, the City Council of West Sacramento has previously provided in the initial contract between the City and Brown and Root Building Company ("Brown"), dated May 17, 1995, for various City project work, that all construction bid documents and contracts prepared by Brown on the City’s behalf include a project labor agreement and the requirement that the bidders, contractors and subcontractors shall be bound by the project labor agreement for specific City projects, including provisions for, but not limited to, local hiring goals, prevailing wage requirements, no-strike/no lockout clauses, federal and state OSHA compliance, affirmative action and MBE/WBE participation,
non-discrimination for union/non-union employers and employees, binding arbitration of all disputes regarding the project labor agreement and clear requirements for calculation and payment of overtime.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento that:

1. At such times as the City shall engage Project Manager(s) for City-owned projects, if any, the Project Manager(s) is authorized and directed to negotiate mutually acceptable project labor agreement(s) with appropriate unions, groups of unions or trade council(s) containing not less than the provisions set forth in the May 17, 1995 contract with Brown, for specific City-owned projects, consistent with the provisions of the National Labor Relations Act and all applicable construction bidding and contract requirements. In the event contractors for City-owned projects have existing labor agreements compatible with the above-referenced project labor agreement(s), such existing agreements may, in the City's discretion, remain in place. Such project labor agreements may be between project managers, if any, and the above-referenced labor organizations; and

2. Upon successful negotiation of project labor agreement(s), such agreement(s) shall be submitted to the City Council for consideration and, if appropriate, approval with such findings as are appropriate to support use thereof on specific projects.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of West Sacramento on this _____ day of August, 1995, by the following vote:

AYES: Beers, Hensley, Tuttle, Kristoff, Pottack
NOES: None
ABSENT: None

Greg Pottack, Mayor

ATTEST:

Helen Kanowsky, City Clerk
CITY OF WEST SACRAMENTO
Palamidessi Bridge
PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ____________, 1996, by
and between BROWN & ROOT BUILDING COMPANY ("Project Manager"), the Employer(s)
signatory hereto ("Employer[s]") and all unions signatory hereto ("Union[s]").

PRINCIPLES:

WHEREAS, the City of West Sacramento ("City") is undertaking a major infrastructure project which
will take a number of years to complete and the Palamidessi Bridge is part of that project; and

WHEREAS, the City has retained BROWN & ROOT BUILDING COMPANY to be the Project
Manager for the Palamidessi Bridge Project; and

WHEREAS, the timely and successful completion of the Palamidessi Bridge Project (the "Project") is
of vital importance to all of the people of the City and is critical to City's economic well-being;

WHEREAS, the parties have committed themselves to the most cost effective, high quality and timely
completion of the Project by the efficient utilization of the skilled work force available through the
Unions, by the maximum utilization of Journeymen and Apprentice workers represented by the
Unions, and by the unique, cooperative, non-disruptive and cost containment approaches developed,
endorsed, and supported by the Unions and the Contractors in the development of this Agreement;

WHEREAS, the parties have committed themselves to provide meaningful training and job
opportunities to City of West Sacramento residents which can lead into a career in the building and
construction trades and the corresponding standard of living and personal security during their
careers and after they retire; and

WHEREAS, the parties have committed themselves to provide opportunity to local and disadvantaged
contractors.

RECATIALS:

1. City will advertise and award several different contracts on the Project;

2. Each prime contractor City awards a contract to will enter into subcontracts with various
subcontractors to perform certain portions of the work awarded to the prime contractor.

3. The Project Manager, the Employers and the Unions enter into this Agreement to promote
stability, efficiency and economy of performance and to provide economic opportunities to local
residents.

4. The Project Manager will require all Employers, including all subcontractors of any tier, to be
bound by this Agreement.
DEFINITIONS:

1. APPENDIX A: Each Union’s Master Agreement.
2. APPENDIX B: Agreement to be Bound (Independent Contractor/Employers and Subcontractors/Employers).
3. APPENDIX C: Substance Abuse Policy.
4. CITY: City of West Sacramento.
5. EMPLOYER: All contractors, subcontractors and any other employer of any tier who is engaged in any work covered by this Agreement.
6. EMPLOYEE: Any person who performs any work covered by this Agreement.
7. PROJECT: All work performed on the City of West Sacramento Palamidessi Bridge Project, which is under the City’s and/or its project manager’s control.
8. PROJECT MANAGER: BROWN & ROOT BUILDING COMPANY
9. JOBSITE, PROJECT WORK SITE: Synonymous terms used to indicate more precisely the exact location(s) involved in the construction of the Project.
10. UNION: Any labor union which is signatory to this Agreement.
11. UNIONS: A collective reference to two (2) or more of the Unions as defined in this Agreement.

ARTICLE 1
PURPOSE

The purpose of this Agreement is to ensure that all construction work on and related to the Project shall proceed continuously and without interruption, efficiently, economically, and with due consideration for the protection of labor standards, wages and working conditions, to provide training and employment opportunities for local residents and to provide opportunities for work for local and disadvantaged contractors.

The parties hereto agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise between any Employer and any Union or its members to the end that Project Manager, the Employers and the Unions are assured of complete continuity of operation without slowdown or interruption of any kind and that labor-management peace is maintained.

ARTICLE 2
SCOPE OF AGREEMENT

1. This Agreement shall apply to all work on and related to the Project which is under City’s, Projects Manager’s and/or any Employer’s control and which is within the Unions’ historically recognized jurisdiction, including site preparation, survey work and soils and material inspection and testing.

ARTICLE 3
MASTER AGREEMENT INCORPORATED

1. The terms and conditions of each Union’s Master Agreement and any successor Agreements which are in effect during the life of this Agreement are incorporated herein by reference and made a part of this Agreement unless specifically modified or superseded herein. Each such
Project which is covered by the particular Master Agreement(s). An Employer which is not signatory to a Master Agreement shall not become bound to that Agreement by executing this Agreement.

**ARTICLE 4**

**ALL EMPLOYERS BOUND TO THIS AGREEMENT**

1. All Employers shall, as a condition precedent to the award of a contract by City, and/or Project Manager, become signatory to this Agreement.

2. All Employers who perform any work pursuant to a subcontract with an Employer shall, as a condition precedent to becoming a party to such subcontract, become signatory to this Agreement. Any Employer who subcontracts performance of work covered by this Agreement shall include in any subcontract a provision which requires the Subcontractor to comply with and become signatory to this Agreement.

3. An Employer need not be signatory to a collective bargaining agreement in order to be awarded work on the project. The Unions and all Employers will be bound to this Agreement regardless of whom is awarded the work.

4. All Employers must be financially sound, experienced in their particular type of construction, and show proof that they are current in payment of all taxes, including payroll taxes, and all payments to applicable Health and Welfare funds which they have previously bound themselves to pay into.

5. The parties shall cooperate in facilitating the use of local and disadvantaged contractors.

**ARTICLE 5**

**UNION REPRESENTATION**

1. Authorized Union representatives shall have access to the Project provided they do not interfere with work. The representative shall notify the Project Field Office when the representative visits the Project. Such representatives shall comply with the uniform Safety and Security Rule established for the Project.

2. City and/or Project Manager and the Employers shall provide for the admission of such representative(s) to the Project jobsite at all times and places where work is being performed by the Employer.

3. The representative(s) so admitted shall concern themselves only with work, equipment and Employees covered by their respective Agreements.

**ARTICLE 6**

**HIRING**

1. Each Union's hiring regulations including any consent decree related to such regulations are incorporated herein by reference and made a part of this Agreement. There will be no discrimination in referral practices based upon Union membership or non-membership.

2. The parties will cooperate in carrying out City's local employment goals through the mechanism available in the Union's hiring regulations to refer local residents (those currently eligible for referral and newly indentured apprentices and new journeymen)

**ARTICLE 7**

**STARTING TIMES AND SHIFTS**

1. Eight (8) consecutive hours, Monday through Friday, exclusive of a one half (1/2) -hour lunch period shall constitute the regular workweek.
2. If an Employer establishes two (2) shifts, each shift shall be eight (8) consecutive hours, Monday through Friday, exclusive of a one-half (1/2) -hour lunch period. Employees who work a two (2) -shift operation will be paid in accordance with the applicable Master Labor Agreement(s). If an Employer establishes two (2) shifts, it must do so for at least five (5) days.

3. If an Employer establishes a three (3) -shift operation, Employees on the first shift (day shift) shall work eight (8) hours exclusive of a one-half (1/2) -hour meal period and shall be paid eight (8) hours at the straight-time wage rate set forth in the applicable Master Labor Agreement(s). Employees who work the second shift (swing shift) shall work seven and one-half (7-1/2) hours and will be paid eight (8) hours at the straight-time wage rate set forth in the applicable Master Agreement(s). Employees who work the third (3rd) shift shall work seven (7) hours and shall be paid eight (8) hours at the straight-time wage rate set forth in the applicable Master Labor Agreement(s). If an Employer establishes a three (3) shift operation, it must do so for at least five (5) days.

4. If City directs an Employer to work a special single shift the affected Employees shall work a special single shift and shall be paid for same in accordance with the applicable Master Labor Agreement(s).

5. Nothing in this Agreement shall be construed as to guarantee any Employee forty (40) hours of work per week.

6. An Employer may establish uniform starting times. Starting times for a single shift shall be between 5:00 a.m. and 9:00 a.m. If two (2) shifts are employed, the starting time for the first shift shall be between 5:00 a.m. and 9:00 a.m. The starting time for the second (2nd) shift shall be no later than three (3) hours after the end of the first shift. If three (3) shifts are employed, the starting time for the first shift shall be between 5:00 a.m. and 9:00 a.m. The starting time for the second (2nd) shift will be no earlier than the end of the first shift. The starting time for the third (3rd) shift shall be no earlier than the end of the second (2nd) shift. An Employer(s) may establish earlier or later starting times with the affected Union’s consent. The affected Employer(s) and Union(s) shall establish starting times for special single shifts within the time parameters City mandates.

7. An Employer may establish four (4) ten (10) hour shifts Monday through Thursday or Tuesday through Friday.

ARTICLE 8
STANDARD SHOW-UP PAY

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

2. The minimums set forth herein shall not apply for an Employee who refuses to start work, or who stops work on his/her own volition.

3. The Project Manager and/or Employers shall establish a toll free telephone number Employees may call which will have a recorded message regarding whether Employees should report to work.
ARTICLE 9
JURISDICTIONAL DISPUTES

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

2. The Employers will engage in pre-assignment and/or jurisdictional markup conference meetings with representatives of the Unions involved and attempt to reach agreement on all such work assignments.

Where competing jurisdictional claims are made known to the Employer, the Unions involved will be notified a minimum of seventy-two (72) hours prior to the proposed assignment of the work in dispute. The Employer involved in the dispute has the obligation of presenting to the Unions all pertinent data, drawings, specifications or descriptions that are available at the time of such notice. If the parties are unable to reach agreement, the Employer shall make a clear assignment. Any disputes shall be resolved under the procedures indicated below. Unions may present written evidence of past job assignments and area practices.

3. Work shall be assigned by the Employer(s) in accordance with the procedural rules of the Impartial Jurisdictional Disputes Board and the jurisdictional disputes will be settled in accordance with the procedural rules and decisions of such board or successor agency.

4. Where a jurisdictional dispute involves any Union or Employer not a party to the procedures established by the Impartial Jurisdictional Disputes Board and is not resolved between the Unions, it shall be referred for resolution to the International Unions with which the disputing Unions are affiliated. The resolution of the dispute shall be reduced to writing, signed by representatives of the International Union and the Employer.

5. The assignment will be in effect until a decision has been rendered.

6. All jurisdictional disputes shall be handled exclusively in the manner specified in this Article and may not be referred to the Grievance and Arbitration Procedures provided in Article 10.

ARTICLE 10
GRIEVANCE PROCEDURE

All disputes concerning the application or interpretation of this Agreement shall be resolved as set forth below:

a. Any grievance shall be initially reported to the Employer(s) and/or Business Agent(s) of the Union or Unions involved. They shall attempt to adjust the grievance at the jobsite level.

b. If the grievance is not satisfactorily adjusted by the Union(s) involved in the grievance and the Employer(s) involved in the grievance within three (3) days after submission to the Employer(s), the matter may be submitted by either party to a Board of Adjustment created by the Union(s) involved in the grievance and the Employer(s) involved in the grievance for the settlement of such disputes.

c. The Board of Adjustment shall be composed of two (2) members named by the Union(s) involved in the grievance and two (2) members named by the Employer(s) involved in the grievance. The Board shall have the power to adjust any differences that may arise regarding the meaning or enforcement of this Agreement. The Board shall meet within seven (7) days from the date the grievance is submitted to it.

d. If the Board does not resolve the grievance within twenty-four (24) hours of its meeting, the grievance shall be submitted to a neutral arbitrator for a final and binding decision. The Employer(s) and the Union(s) involved in the grievance shall select a neutral arbitrator within three (3) days of the Board’s meeting. If they cannot agree upon an
arbitrator, they shall request a list of seven (7) arbitrators from the California Mediation and Conciliation Service ("CMCS") and shall select the arbitrator from the list they receive from CMCS by alternately striking the names on the list until one remains. The parties to the arbitration shall share equally all of the arbitrator's expenses. The arbitrator will have the power to fully adjust the grievance but shall not amend or alter this Agreement.

e. The Board of Adjustment may, by majority vote, extend the period of time it has to resolve the grievance. If it does so but it is unable to resolve the grievance, the time limits set forth in Subsection (d) shall apply if the Board determines it is unable to resolve the grievance.

An Employer which is signatory to a Master Agreement and a union which is signatory to the same Master Agreement may submit a grievance to the grievance procedure provided for in that Master Agreement.

Nothing herein shall preclude any fringe benefit fund, employee benefit plan, labor-management corporation trust or administrative fund from bringing an action for unpaid employee payments in any court of competent jurisdiction.

ARTICLE 11
MONTHLY MEETING

1. The parties to this Agreement recognize the necessity of cooperation and the elimination of disputes, misunderstandings or unfair practices on the part of any party and to secure this end it is hereby agreed that, as a minimum, monthly meetings shall be established. The meetings shall be composed of City representatives, if available, Project Manager representatives, Employer representatives and Union representatives. The Unions shall, at all meetings, present facts concerning any violations of any part of the Agreement by the Employers. They shall also bring up any practice by an Employer which in their opinion might lead to a misunderstanding or dispute between the parties. The Employers shall bring in any complaints regarding failure of any Employee(s) or of the Unions to carry out any and all provisions of this Agreement. The parties may cancel or postpone a meeting if all of them agree a meeting is not necessary.

2. These meetings shall not be used to arrive at any agreement which supersedes, alters, modifies, amends, adds to or subtracts from this Agreement unless the parties specifically agree thereto in writing.

ARTICLE 12
PRE-JOB CONFERENCE

The purpose of the pre-job conference will be to establish the scope of the work in an Employer's contract. Where a contract on the Project has been let to an Employer, a pre-job and/or mark-up conference shall be required upon request of the Union(s), the Project Manager, Employer or City. The conference will include presentation of information by the Employer regarding starting date for the work, location of the Project, duration of the job, estimated peak employment and any other conditions deemed peculiar to the particular contract or subcontract, including a general description of the nature of the work to be performed and drawings and specifications, if available.

ARTICLE 13
PRODUCTIVITY ENHANCEMENT

A Productivity Enhancement Committee comprised of one rank and file representative from each Union shall meet regularly with City, the Project Manager and the Employers to discuss ways in which productivity on the Project may be improved.
ARTICLE 14
NO CESSION OF WORK

1. The parties have established a grievance/arbitration procedure to resolve disputes and have established procedures for resolving jurisdictional disputes. Therefore, there shall be no cessation of work over any matter subject to the grievance procedure.

2. If any Union signatory hereto or any employer or employer association engages in any economic action at the expiration of a Master Agreement which is part of Appendix A, the Employees covered by that Agreement shall continue to work on the Project and neither the affected Union or Employer(s) will engage in any economic action on the project.

3. The successor agreement to any such Master Agreement will become a part of this Agreement upon its effective date and all covered Employers will pay all covered Employees any retroactive increases they are entitled to, will pay all increases in fringe benefit contributions, will otherwise make all covered Employees whole and will comply with all terms of the successor agreement except for those which are specifically modified or superseded by this Agreement.

4. In order to avoid work stoppage over the Employer's failure to pay fringe benefits, the parties establish the following procedure to insure the payment of fringe benefits:

Whenever an Employer does not make required fringe benefit payments, the Union(s) and/or Trust Funds involved shall notify the City, Project Manager, Employer and, if the Employer is a subcontractor, the Employer to whom it is a subcontractor to. The City and/or the Employer to whom the delinquent Employer is a sub, will withhold from the delinquent employer the amount of the delinquency including principle, liquidated damages, interest and cost including attorneys’ fees and accountant fees, and shall make the payments directly to the funds and/or involved. The City or, if the Employer is a sub, the Employer to whom the delinquent Employer is a sub, shall issue a joint check to the delinquent Employer and the appropriate Trust Fund(s), Employee Benefit Fund(s) and/or Employee(s).

ARTICLE 15
NO DISCRIMINATION - UNION STATUS

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

ARTICLE 16
SUBSTANCE ABUSE

Attached hereto as Appendix "A" is the Substance Abuse Policy which is applicable to all Employees.

ARTICLE 17
GENERAL SAVINGS CLAUSE

It is not the intent of any party to this Agreement to violate any Federal, State or local laws governing the subject matter contained herein. If any provisions contained herein are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the clauses affected by such a legal decision for the purpose of achieving conformity with the requirement of any applicable law so violated.

ARTICLE 18
DURATION OF AGREEMENT

This Agreement shall be effective ______________ 199__, and shall remain in effect for the duration of the project.
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this _____ day of ____________, 1996.

PROJECT MANAGER:


EMPLOYER:


UNIONS:

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS AND HELPERS LOCAL #649

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

BRICKLAYERS AND ALLIED CRAFTSMEN LOCAL #3 OF CALIFORNIA

John Zahm, Field Representative

BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS LOCAL #118

Jim Murphy, Business Mgr., Fin. Secty.-Treas.

DISTRICT COUNCIL OF IRONWORKERS

Richard Zampa, Pres.

SACRAMENTO AREA DISTRICT COUNCIL OF CARPENTERS

Leon Waggoner, Exec. Secty.-Treas.

CARPET, RESILIENT FLOOR COVERING & SIGN WORKERS LOCAL #1237

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

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL #180


NORTHERN CALIFORNIA CONSTRUCTION TEAMSTERS LOCAL #291

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Archie Thomas, Bus. Mgr.

CONSTRUCTION AND GENERAL LABORERS LOCAL #185


LOCAL UNION #340, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Chuck Cade, Bus. Mgr.

GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKERS LOCAL #787


HEAT AND FROST INSULATORS AND ASBESTOS WORKERS LOCAL #16

Steve Steele, Bus. Mgr.

NORTHERN CALIFORNIA MILLRIGHTS UNION LOCAL #102


OPERATING ENGINEERS LOCAL UNION #3, of the International Union of Operating Engineers, AFL-CIO

Tom Stapleton, Bus. Mgr.

Don Doser, Pres.

Robert L. Wise, Record.-Corres. Secty.


DISTRICT COUNCIL OF PAINTERS #16


PILEDRIVERS LOCAL #34


DISTRICT COUNCIL OF PLASTERERS AND CEMENT MASONS FOR NORTHERN CALIFORNIA

Chris Hernandez, Secty/Treas.

PLASTERERS' AND SHOPTHANDS' LOCAL #396

UNITED ASSOCIATION OF JOURNEYMAN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA LOCAL #447


ROAD SPRINKLER FITTERS LOCAL #689

Terry R. Zahn, Pres.-Organizer

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

Doug Ziegler, Bus. Mgr.

SHEET METAL WORKERS LOCAL 162