DEPARTMENTAL RECOMMENDATION:

Staff recommends that the Board of Supervisors approve the attached Project Labor Agreement between the County, the Napa-Solano Building Trades Council and individual Labor Unions, for the construction of the new Solano County Government Center.

SUMMARY/DISCUSSION:

At its meeting of October 25, 2000, the Board of Supervisors directed staff to negotiate a mutually beneficial Project Labor Agreement (PLA) with the Napa-Solano Building Trades Council (Building Trades Council). The Board’s stated purpose for the PLA was to provide for: harmonious relations with labor during the construction of the new County Government Center; provide for a strong apprenticeship program; and to ensure the use of local labor, to the greatest extent possible, in the project. During the past several months, staff has been working closely with the Building Trades Council and the various contractor associations to craft an agreement that was acceptable to all organizations.

The attached Project Labor Agreement was the result of receiving input from the Building Trades Council, the Associated General Contractors, the Associated Builders & Contractors and the Coalition for Employment in Construction. Staff began the process by asking for input from the above organizations, developed a draft PLA and entered into a negotiations process with the Building Trades Council. The Building Trades Council’s team included representatives from Operating Engineers Local 3 and Plumbers and Steamfitter’s Local 343.

After several meetings, the Building Trades Council and staff arrived at the attached agreement. Included in the Agreement are sections addressing:

- Union membership – The PLA requires membership in local labor organizations for certain key employees of contractors as well as executives and office staffs of...
• Referral – requires that certain workers be referred from union hiring halls, but allows for contractor employees, who belong to the union to be directly selected, based on the individual union’s rules, but in no case less that a 1:4 ratio.
• Apprenticeship programs – requires the Building Trades Council to provide for apprenticeship programs as well as contractor requirements for utilizing apprentices;
• Retirement/benefit issues – requires enrolling in union pension and benefit programs, with pension vesting following each individual union’s pension plan’s rules. However, the PLA does allow for employees to remain in a contractor’s pension/benefit plan, if that plan is a multi-employer plan.
• Local workforce – requires support of both the building trades and contractors to utilize, to the greatest extent possible, local workers to meet the labor needs of the Project.

ALTERNATIVES:

The Board may approve the PLA as presented. This is the recommended alternative.

The Board may approve the PLA with modifications. This is not recommended because the Napa-Solano Building Trades Council and affiliated unions have negotiated, and are in agreement with the current provisions of the PLA. In addition, the County’s Project/Construction management consultant has reviewed the provisions of the PLA and has indicated that the proposed PLA, as drafted, should not be an obstacle to the County’s efforts to secure a well qualified Design/Builder to construct the Government Center.

OTHER AGENCY PARTICIPATION:

Staff from County Counsel, CAO and General Services assisted in the development and negotiation of the PLA. In addition, County staff utilized the services of its Project/Construction Management consultant, URS, to assist in the drafting and negotiation of the PLA.

FINANCING:

There are no direct costs associated with the approval of the PLA. The County’s Project/Construction Manager has indicated that the PLA has the potential to increase overall costs of the project, but it would be very difficult to actually determine what the impacts would be because many of the Design/Builder firms who would submit proposals are union Contractors. In addition, it is very difficult to calculate any savings that will be achieved due to the positive relations that the PLA establishes for the project. The “Union Security”, “Work Stoppages, Strikes, Sympathy Strikes and Lockouts”, “Wages and Hours of Work”, and “Employee Grievance” sections of the PLA should insure harmonious contractor/labor relations and the “Local Workforce” and the “Apprentices” sections should provide for a boost to the local economy during the construction of the project.

DEPARTMENT HEAD SIGNATURE:

[Signature]

Michael D. Johnson
County Administrator

Attachment: Project Labor Agreement
PROJECT LABOR AGREEMENT
FOR THE CONSTRUCTION OF THE
SOLANO COUNTY GOVERNMENT CENTER
AND PARKING GARAGE PROJECT

This Agreement is entered into this ___ day of ________, 2002 by and between the County of Solano, a political subdivision of the State of California (hereinafter “County”), together with any Contractors and/or subcontractors who become signatory to this Agreement by signing the “Agreement to Be Bound” (Attachment A), the Napa-Solano Building & Construction Trades Council (“Council”), and the local Unions, including those affiliated with the Building & Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations, for the purpose of the construction of the County’s new Government Center and Parking Garage (“Project”). The purpose of this Agreement shall be to promote efficiency of construction operations during the Project and to provide for peaceful settlement of any and all labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the Project.

RECITALS

A. The County of Solano is constructing a new Government Center and Parking Garage (“Project”) in Fairfield, CA.

B. The timely and successful completion of the Project is of the utmost importance to the County in order to meet the needs of the public the County serves. The Solano County Board of Supervisors (“Board”) has likewise determined that the County would suffer financially, and otherwise, if the construction of the Project, once undertaken, was in any manner delayed.

C. A variety of construction skills and crafts will be required to complete the construction work on the Project including those skills and crafts represented by unions affiliated with the Council and any other labor organizations which are signatories to this Agreement employed by contractors and subcontractors who are signatory to agreements with the labor organizations.

D. It is recognized that on a project with multiple contractors and bargaining units on the job site, over an extended period of time, the potential for work disruption is substantial and is worthy of an overriding commitment to maintain continuity of work.

E. The Board has therefore determined that taxpayers within the County would be best served if the construction work for the Project proceeded in an orderly manner without disruption caused by strikes, work stoppages, picketing, lockouts, slowdowns, or other interference with the work on the Project.

F. The County and the Unions desire to mutually establish and stabilize working conditions for the workers employed on the Project by the Contractor(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement.

G. This Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of
the Project, insofar as a legally binding agreement exists between the Contractor(s) and the affected Union(s) except to the extent that the provisions of the Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.

H. The contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California Public Contracts Code, including Section 20133 related to Design/Build project.

I. The County, therefore, shall retain the absolute right to select a Design/Builder whose proposal offers the “Best Value” for design and construction of the Project.

J. The parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project.

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

ARTICLE 1
DEFINITIONS

1.1 "Agreement" means Project Labor Agreement (or "PLA").

1.2 “City” means Fairfield, California.

1.3 "County" means Solano County, California.

1.4 "Contractor(s)" means any individual, firm partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise or any of its subcontractors or subcontractors of any tier, who may construct any part of the Project under contract terms and conditions incorporated in this Agreement.

1.5 "Construction contract" means all public works or improvement contracts, approved by the County that are necessary to complete the Project.

1.6 "Council" means the Napa-Solano Building & Construction Trades Council which is the local jurisdictional division of the State Building and Construction Trades Council of California ("State Council") with affiliated trades unions within its geographical jurisdiction of Napa and Solano Counties.

1.7 “Key employee” means all positions of foremen and above as well as those persons on the Contractor’s active payroll that have received employer-sponsored benefits, as outlined in Paragraph 12.2 of this Agreement, for a minimum of sixty (60) of the last one hundred (100) days.

1.8 "Professional Services" means those special services contemplated by Government Code section 53060 which include, but are not limited to engineering, architectural, quality control, testing inspection, and other services where special training and experience are required.
1.9 "Project" means the construction of the County’s new Government Center and Parking Garage, located in Fairfield, CA. The scope of the Project may be expanded to include the construction of a County Probation Building during the term of this Agreement.

1.10 "Project Manager" means the person or persons designated by, or under contract with, the County to oversee all phases of construction of the Project.

1.11 "Union" or "Unions" means any labor organization signatory to this Agreement, acting in their own behalf and on behalf of the respective affiliates and member organizations whose names are subscribed hereto and who have through their officers accepted this Agreement ("Signatory Unions")

**ARTICLE II**

**SCOPE OF THE AGREEMENT**

2.1 **Parties:** The Agreement shall apply and is limited to all Contractors performing construction contracts on the Project, the Council and any Unions or other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed and who have through their officers executed this Agreement ("Signatory Unions.")

2.2 **Project Description:** The Agreement shall govern the award of all construction contracts for the Project. The County has the absolute right to combine, consolidate, or cancel contract(s) or portions of contract(s) identified as part of the Project. Once a construction contract is completed, it is no longer covered by this Agreement. For the purpose of this Agreement a construction contract shall be considered completed upon acceptance of the work by the County. Should the commencement of the construction of the Probation Building be authorized by the County Board of Supervisors prior to final acceptance of the County Government Center and Parking Garage, such construction shall be governed by the terms of this Agreement.

2.3 **Project Labor Disputes:** All Project labor disputes involving the application or interpretation of a collective bargaining agreement to which a Signatory Contractor and a Signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedures set forth in Article XV.

2.4 **Exclusions:**

(1) The Agreement shall be limited to construction work on the Project for the construction of the County Government Center and Parking Garage. This Agreement is not intended to, and shall not govern any construction work performed anywhere else within the County, nor for any other County purpose prior to the effective date of this Agreement, nor after the expiration or termination of this Agreement. This exclusion applies to the proposed construction/alteration of the County’s Cogeneration Plant. Any previously established contracts for Professional Services for the Project/Construction Management are also not affected by this Agreement.

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(2) The Agreement is not intended to, and shall not affect nor govern the award of public works contracts by the County, which are outside the approved scope of the Project.

(3) The Agreement is not intended to, and shall not affect the operation or maintenance of any other public facilities within the County.

(4) The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), or office/clerical employees.

(5) The Agreement shall not apply to any work performed by County employees nor County suppliers/vendors who may perform work on the project through a separate County contract not otherwise provided by the Design-Builder. This shall include, but is not limited, modular furniture and systems vendor/installers, County Communications data and telephone vendor/installers, County Computer System consultants (“ACS”), landscapers and artists. Should any portion of the aforementioned work be performed under contract with the Design-Builder, then said work would be included in the scope of this Agreement.

(6) The Agreement shall not apply to any work performed by City employees or City suppliers/vendors who may perform work in furtherance of this Project pursuant to any Memorandum of Understanding between the City and the County.

ARTICLE III

EFFECT OF AGREEMENT

3.1 By executing the Agreement, the County, the Council, and the Unions (Signatory Unions) agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a construction contract for the Project, whether as contractor or subcontractor, the Contractor agrees to be bound by each and every provision of the Agreement.

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

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

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

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

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

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

(3) If a collective bargaining agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor on any contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. If the new or modified collective bargaining agreement reached between the Union and Contractor provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees employed on the project within seven (7) calendar days.

4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Article 4.1 is alleged to have occurred:

(1) All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, the parties will submit a list of three proposed arbitrators. The County’s Human Resources Director, or her designee, will randomly select an arbitrator from this panel.

(2) Notice to the arbitrator or to parties, for purposes of this Article, shall be by the most expeditious means available, with notices by facsimile, electronic mail, or United States mail sent to the party alleged to be in violation of this Article, to the County, to the Council, and to the involved Union, if a Union is alleged to be in violation.

(3) Upon receipt of the notice, the chosen arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation is an ongoing detriment that will cause harm to the timely completion of the Project.
(4) If the dispute will not cause immediate harm, the arbitrator shall notify the parties by facsimile, electronic mail, or telephone (with subsequent written confirmation), of the place and time for a hearing of the dispute. The arbitrator shall schedule the hearing within five (5) business days of receipt of Notice of the dispute. The hearing of the dispute shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend the hearing shall not delay the hearing of evidence of the issuance of any award by the arbitrator.

(5) The sole issue at the hearing shall be whether a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written explanation of the basis for the opinion, one shall be issued within fifteen (15) business days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief. Such order shall be served in writing on all parties by personal service or by registered mail, return receipt requested, upon issuance.

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

(7) The parties waive any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure.

(8) The fees and expenses of the arbitrator shall be divided equally between the parties to the dispute.

(9) Any other grievance not pertaining to this Article shall be conducted in accordance with Article XV.

ARTICLE V

PRE-JOB CONFERENCE

5.1 A pre-job conference shall be held prior to the commencement of the construction of the Project. A representative from the Council, the participating Contractors and Unions, as appropriate, the
County, and the Project/Construction Manager shall meet to discuss and establish the scope of work for each Contractor and Union for the Project.

ARTICLE VI

JOINT LABOR/MANAGEMENT MEETINGS

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

6.2 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.

6.3 The Contractor performing the work shall have the responsibility for making work assignments. 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.

6.4 The Project Manager, General Contractor, and the Business Manager of the Napa-Solano Building Trades 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 VII

NO DISCRIMINATION

7.1 Contractors and Unions agree not to engage in any form of discrimination based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status recognized under the laws of the State of California or applicable federal law.

ARTICLE VIII

UNION SECURITY

8.1 For purposes and duration of this Agreement only, Contractors recognize the Union(s) as the sole bargaining representative of all craft employees working on this Project unless County and Contractor are provided with certified results indicating that another duly recognized bargaining unit has assumed all rights and responsibilities of the current recognized bargaining unit.
8.2 Nothing in this Agreement shall prevent any non-union employee from joining a Union that is signatory to this Agreement. In addition, Contractor shall not discriminate against any employee for engaging in any lawful activities on behalf of a signatory union.

8.2 Employees who are employed by Contractors to work on the Project are not required to join any Union nor become a Union member as a condition of being employed, or remain employed on the Project. However, any employee who is a member of a Signatory Union must maintain that membership in good standing while employed on the Project. All other employees shall be required to comply with applicable union security provisions while performing on-site work on the Project and must tender any maintenance dues or fees required by the Council or Signatory Union, or otherwise required by law, for the period of time the employee performs work on the Project.

ARTICLE IX

LOCAL WORK FORCE

9.1 Contractors will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill their requirements. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of Solano and Napa Counties to meet the needs of the Project and requirements of the industry generally. To that end, the Unions agree to encourage the referral and utilization of qualified local residents as journeymen, apprentices and trainees on this Project and the entrance into such apprenticeship and training programs as may be operated by the Signatory Unions.

ARTICLE X

REFERRAL

10.1 Contractor(s) performing construction work on the Project described in the Agreement shall, when 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). Any applicant so rejected by Contractor(s) after reporting to work and for whom no work is provided shall receive two (2) hours pay at the regular straight time hourly rate.

10.2 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).

10.3 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.

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10.4 The Unions shall exert their utmost efforts, including requesting assistance from other Local Unions, to recruit sufficient number of skilled Craftpersons to fulfill the labor requirements of the Contractors.

10.5 Recognizing the special needs of this Project and the acute shortage of skilled craftsmen, the Unions shall consider a Contractor’s request to transfer key employees to work on this Project in a manner consistent with the Unions’ referral procedures but in no case will referrals be made for key employees in higher than a one to four (1:4) ratio.

ARTICLE XI

APPRENTICES

11.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, Contractors 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.

11.2 The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

11.3 All apprenticeship programs shall be approved by the California Apprenticeship Council, as required by California Public Contract Code section 20133(d)(4)(B)(v) and California Labor Code.

11.4 There shall be no restrictions on the utilization of apprentices in performing the work of their craft if they are properly supervised.

ARTICLE XII

BENEFITS

12.1 All Contractors agree to pay all benefits designated in the collective bargaining agreement of the appropriate local union and to comply with all prevailing wage requirements and other statutory enactments applicable to public works projects as may be designated by the California Public Contract Code.

12.2 Contractors, who provide benefits through a multi-employer plan, established pursuant to 29 U.S.C. § 1381 et seq., shall maintain current benefits for all key employees who participate in the plan. The multi-employer plan must provide benefits which are as favorable as provided for by multi-employer plans in which Contractor’s other employees participate.

12.3 Benefits designated in the collective bargaining agreements will be paid on all employees dispatched by the Union hiring halls.
ARTICLE XIII

COMPLIANCE

13.1 It shall be the responsibility of the Contractors and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article XI. The Council shall establish a means by which to monitor and investigate Contractor and Union compliance with the applicable provisions of the Public Contract Code and other regulations applicable to the construction of public facilities, including but not limited to apprenticeship, prevailing wage, and any affirmative action requirements that may apply, and to ensure the County that no violations of law shall occur. The Council shall be responsible for adopting adequate enforcement measures to ensure Contractor and Union compliance with all contract conditions and with those laws and regulations applicable to public construction. A compliance report shall be presented to the County on a quarterly basis reporting appropriate compliance.

ARTICLE XIV

WAGES AND HOURS OF WORK

14.1 This Project requires the payment of prevailing wages and full compliance with the provisions of the California Labor Code applicable to public works projects.

14.2 Eight (8) hours of labor per day shall constitute a standard work day and forty (40) hours shall constitute a regular work week.

14.3 Overtime and holiday pay will be in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE XV

EMPLOYEE GRIEVANCE PROCEDURE

15.1 Any Contractor, which is not otherwise bound by an agreement with a labor organization to a grievance procedure for the imposition of discipline or dismissal of its employees, shall be bound by the grievance procedure set forth in Article XV. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by this Agreement. No Contractor shall impose discipline or dismissal on its employees covered by this Agreement without just cause.

ARTICLE XVI

GRIEVANCE ARBITRATION PROCEDURE

16.1 The parties to this Agreement understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be
settled by means of the procedures set forth below. No grievance shall be recognized unless the
grieving party (or its legal representative acting on its behalf) provides notice in writing to the
signatory party with whom it has a dispute within five (5) business days after becoming aware of
the dispute. A grievance shall be considered null and void if notice of the grievance is not given
within the five (5) day period. The time limits in this section may be extended only by mutual
written agreement and consent of the involved parties.

16.2 All grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the
representative of the involved Contractor or Union shall confer and attempt to resolve the
grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5)
business days after its referral to Step 1, either involved party may submit the dispute
within three (3) business days to arbitration. All parties shall mutually agree to an
arbitrator. If the parties are unable to agree to an arbitrator, the parties will submit a list
of three proposed arbitrators. The County’s Human Resources Director, or her designee,
will randomly select an arbitrator from this panel. As a preliminary step, the chosen
arbitrator shall meet and confer with the parties to the dispute in an attempt to mediate
and resolve the grievance. If the dispute is not resolved within such time (five (5)
business days) after its referral or such longer time as mutually agreed upon by the parties
to the dispute, either party may refer the dispute to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the chosen arbitrator
shall set a date for a final and binding arbitration of the matter. The arbitrator shall set
the hearing for the final arbitration of the matter as soon as practicable, but no later than
thirty (30) calendar days thereafter, unless mutually agreed upon by the parties to the
dispute. The decision of the Arbitrator shall be provided to the parties in writing within
five (5) calendar days after completion of the hearing unless time is extended by mutual
agreement. A written opinion setting forth the decision of the arbitrator shall be final and
binding on all parties. The arbitrator shall have no authority to change, amend, add to, or
detract from any provision of this Agreement. The expense of the arbitrator shall be
borne equally by the parties to the grievance and may be enforced by any court of law of
competent jurisdiction.

16.3 The time limits specified in any step of this Grievance Procedure may be extended by mutual
agreement of the parties. However, failure to proceed with a grievance, or failure to respond in
writing within the time limits provided above, without a request and grant of an extension of time,
shall be deemed a waiver of such grievance. In order to encourage the resolution of disputes and
grievances at Steps 1 and 2 of this Article, the parties agree that such settlements shall not be
precedent setting on the remainder of the Project.
ARTICLE XVII

SAVINGS CLAUSE

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

ARTICLE XVIII

ENTIRE AGREEMENT

18.1 The parties agree that in the negotiation of this Agreement, they have had the opportunity to bargain over all lawful subjects covered by this Agreement and knowingly and willfully enter this Agreement upon all terms set forth herein.

18.2 Any amendment or modification to this Agreement shall be valid only if made in writing and signed by all parties to the Agreement.

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

COUNTY OF SOLANO, a Political Subdivision of the State of California

[Signature]

William J. Carroll, Chairman Solano County Board of Supervisors

SIGNATORY UNIONS:

Asbestos Workers Local #16

Bricklayers & Allied Trades Crafts Local #3

Boilermakers Local #549

Carpet & Lino Layers Local #12
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<td>#490</td>
<td>Teamsters</td>
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**APPROVED AS TO FORM**

By __________

County Counsel
ATTACHMENT “A”

PROJECT LABOR AGREEMENT
FOR THE CONSTRUCTION OF THE
SOLANO COUNTY GOVERNMENT CENTER
AND PARKING GARAGE PROJECT

AGREEMENT TO BE BOUND

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

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

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

Dated: ____________________________                    (Name of Contractor)

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

                                          (Address)

                                          (Phone)  (Fax)