

**PROJECT LABOR AGREEMENT
FOR THE SONOMA COUNTY ADULT DETENTION BEHAVIORAL HEALTH UNIT**

This Agreement is entered into this ___ day of _____, 2017 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”), together with any Contractors and/or subcontractors who become signatory to this Agreement by signing the “Agreement to Be Bound” (Attachment A), the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council (“Trades Council”), and the local Unions with the geographical jurisdiction in Sonoma County (“Unions”), including those affiliated with the Building and Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations, for the purpose of the construction of the County’s Adult Detention Behavior Health Housing Unit. 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

WHEREAS, the County of Sonoma is constructing the Adult Detention Behavior Health Housing Unit (“Project”) in Sonoma County, California, an approximately 32,800 square foot, 72 bed, single story detention grade facility; and

WHEREAS, Contractor(s) and/or subcontractor(s) will be engaged in construction of the Project; and

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

WHEREAS, a variety of construction skills and crafts will be required to complete the construction work on the Project including those skills and crafts represented by the Unions and their members who are employed by Contractor(s) and subcontractors who are signatories to this Agreement employed by Contractors and subcontractors who are signatory to collective bargaining agreements with such Unions; and

WHEREAS, It is recognized that on a project with multiple Contractors and bargaining units on the job site over an extended period of time, the potential for work disruption is substantial, making essential an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that one of the primary purposes of this Agreement is to avoid work-site conflicts that may potentially lead to labor disputes which could delay completion of the Project; and

WHEREAS, the Board of Supervisors has therefore determined that taxpayers within the County would be best served if the construction work for the Project proceeded in an orderly

manner without disruption caused by strikes, work stoppages, picketing, lockouts, slowdowns, or other interference with the work on the Project; and

WHEREAS, the County and the Unions desire to mutually establish and stabilize working conditions for the workers employed on the Project to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the County desires to provide, enhance and encourage construction training and employment for County residents through apprenticeship and pre-apprenticeship programs and desires to use this Agreement as a vehicle to promote such goals; and

WHEREAS, the County intends to deliver the Project using the Design-Build process set forth in Public Contract Code Section 22160, et seq. As required by the Code, the County has prequalified Design-Build Entities, and plans to issue a Request for Design-Build Proposals in July 2017; and

WHEREAS, 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 a Contractor and a Union, except to the extent that the provisions of this Agreement are inconsistent with such collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California Public Contracts Code and the County has the absolute right to select either the lowest bid or the best value for the award of Design-Build Agreement on the Project; and

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

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

ARTICLE 1

DEFINITIONS

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

1.2. "Apprentice" shall mean a person enrolled in a State approved apprenticeship training program administered by a Joint Labor-Management Apprenticeship Training Committee ("JATC").

1.3. "Contractor(s)" means any individual, firm partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise, or any

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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.

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

1.5. "Core Workforce" shall mean an individual meeting the criteria listed in Section Hiring and Referral 11.1.

1.6. "County" means Sonoma County, California acting by and through its Board of Supervisors, Agency and Department heads and administrative staff.

1.7. "Covered Work" means the definition as defined in Paragraph 2.2.

1.8. "Completion" means that point at which there is Final Acceptance by the County of a Construction Contract and the County has filed a Notice of Completion. For the purposes of this definition, "Final Acceptance" means that point in time at which the engineer for the County has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the County has executed a written acceptance of the work.

1.9. "Design-Build" shall mean the process set forth in Public Contract Code section 22161.

1.10. "Design-Build Agreement" shall mean the agreement between the County and the Design-Build Entity for the design and construction of the Project

1.11. "Design-Build Entity" shall mean any individual, firm partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise the entity awarded the Design-Build Agreement.

1.12. "General Prevailing Wage Determination" shall mean the decisions made by the Director of the California Department of Industrial Relations ("DIR") establishing a journeyman craft or classification's prevailing wage determination, holiday, advisory scope of work, or travel and subsistence provision.

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

1.14. "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project. Where the term Master

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Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.

1.15. "Professional Services" means those special services contemplated by Government Code section 53060.

1.16. "Project" means the Adult Detention Behavioral Health Unit Project.

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

1.18. "Schedule A" means the wages, benefits and working conditions contained within an applicable Master Agreement.

1.19. "Signatory" shall mean those who have through their officers and or agents executed this Agreement.

1.20. "Systems Commissioning" shall mean the process of assuring that all systems and components of the Project are designed, installed, tested, operated, and maintained according to the operational requirements of the County.

1.21. "Trades Council" means the Sonoma, Mendocino and Lake Counties Building & Construction Trades Council which is the local jurisdictional division of the State Building and Construction Trades Council of California ("State Council") with affiliated trades unions within its geographical jurisdiction of Sonoma, Mendocino and Lake Counties.

1.22. "Trust Agreements" shall mean the agreements between Unions and employers and or employer associations to govern trust funds contributed on behalf of covered workers for benefits for said workers.

1.23. "Union" or "Unions" means any labor organizations that are signatory to this Agreement, and whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated.

ARTICLE II

SCOPE OF THE AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to the Design-Build Entity, all Contractors and/or subcontractors performing Construction Contracts on the Project, the County and the Trades Council, and any Unions or other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed and who have through their officers executed this Agreement.

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2.2 Project Description: The Agreement shall govern the award of all Construction Contracts for the Project, but shall not apply to any Professional Services performed on 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. This Agreement also covers all onsite fabrication, which includes work done for the Project in temporary yards or areas near the Project. Further, this Agreement covers all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work involves sheet metal or plumbing and is covered by a provision of a local Master Agreement of the applicable Union. All of the work described in this Section is within the scope of this Agreement and is referred to hereafter as “Covered Work.”

2.3 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 XVIII below.

2.4 Term: The term of this Agreement shall be from the date of execution by the last Signatory to this Agreement and shall continue to the date the Notice of Completion is recorded for the Project. Notwithstanding the foregoing, in the event the Design-Build Agreement is terminated before the Notice of Completion, or if the Design-Build Agreement is not awarded by the County, this Agreement shall terminate with immediate effect.

2.5 Exclusions:

(1) The Agreement shall be limited to construction work on the Project for the construction of Adult Detention Behavior Health Housing Unit. 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. Any contracts for Professional Services for the Project/Construction Management Services for this Project are also not affected by this Agreement. Additionally, and notwithstanding any other provision of this Agreement, proprietary operations or equipment with proprietary warranties are exempt.

(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 scope of the Design-Build Agreement.

(3) The Agreement is not intended to, and shall not affect the operation or maintenance of any public facilities within the County, including the Main Adult Detention Facility or the Adult Detention Behavior Health Housing Unit.

(4) The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors (unless covered by an applicable Master Agreement), or office/clerical employees.

(5) The Agreement shall not apply to any work performed by County employees nor County suppliers/vendors/contractors/consultants who may perform work on the Project through a separate County contract.

(6) This Agreement shall not apply to any work performed that is necessitated by, or the result of, an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, government sanction, blockage, embargo, or failure of electrical service.

ARTICLE III

EFFECT OF AGREEMENT

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

3.2 By accepting the award of the Design-Build Agreement for the Project, the Design-Build Entity agrees to be bound by each and every provision of the Agreement. The Design-Build Entity agrees that neither it nor any of its Contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement.

ARTICLE IV

SUBCONTRACTING

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

4.2 Each Contractor agrees that it will subcontract Covered Work only to a person, firm, corporation or other entity that is or becomes a party to this Agreement. Any Contractor (including the General Contractor) performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the County in writing within five business days after it has subcontracted work, and shall at the same time provide a copy of the executed Agreement to be Bound to the County and the Trades Council.

4.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the Design-Build Entity, or any Contractor to subcontract Covered Work, or to select its Contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each

Contractor shall notify each of its Contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become bound to this Agreement. Any Contractor that fails to provide the County with the Agreement to be Bound executed by its Contractor or subcontractor shall be liable for any failure of that Contractor or subcontractor, or any Contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.

4.4 Nothing in this Agreement shall limit the County's right to combine, consolidate, or cancel contracts for Project construction.

4.5 This Agreement shall only be binding on the signatory parties, including all Contractors executing the Agreement to be Bound, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

ARTICLE V

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

5.1 The Trades Council, Unions, County, Design-Build Entity and Contractors agree that for the duration of the Project:

- (a) There shall be no labor strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, or for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the County because of a dispute regarding the Project. Failure of any Union or employee on work covered by this Agreement to cross any picket line established at the Project site is a violation of this Article.
- (b) The Trades Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.
- (c) The Contractors shall not cause, incite, encourage or participate in a lockout of its employees during the term of the Agreement.
- (d) If a collective bargaining agreement between a Contractor and the Union expires before the Contractor completes the performance of a Construction Contract and the Union or Contractor gives notice of demands for a new or modified collective bargaining

agreement, the Union agrees that it will not strike the Contractor on any contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. In addition, if the new Master Agreement provides for wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such wage or benefit increases established by the new Master Agreement for such work performed.

5.2 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 5.1 is alleged to have occurred:

(a) All parties shall mutually agree to an arbitrator. If the parties are unable to agree to an arbitrator, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected.

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

(c) Upon receipt of the notice, the chosen arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation is an ongoing detriment that will cause harm to the timely completion of the Project.

(d) If the dispute will not cause immediate harm, the arbitrator shall notify the parties by facsimile, electronic mail, or telephone (with subsequent written confirmation), of the place and time for a hearing of the dispute. The arbitrator shall schedule the hearing within five (5) business days of receipt of Notice of the dispute. The hearing of the dispute shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend the hearing shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(e) The sole issue at the hearing shall be whether a violation of Article V, Section 5.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written explanation of the basis for the opinion, one shall be issued within fifteen (15) business days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief. Such order shall be served in writing on all parties by personal service or by registered mail, return receipt requested, upon issuance.

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

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

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

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

5.3 If the arbitrator determines that a violation of Section 5.1 has occurred, the breaching party shall, within eight (8) hours of issue of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after issuance of the arbitrator's decision, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the County per shift until the breach is remedied. The County shall also have the right to any other remedies available under applicable law.

ARTICLE VI

PRE-JOB CONFERENCE

6.1 A pre-job conference shall be held prior to the commencement of the construction of the Project. A representative from the Trades Council, the Design-Build Entity, the participating Contractor(s) and Union(s), as appropriate, and the Project Manager shall meet to discuss and establish the scope of work for each Contractor and the dispatch process for the Project. The Design-Build Entity shall require any Contractor who does not attend the Pre-Job Conference to meet with a representative of the Trades Council and participating Union(s), as appropriate to discuss and establish the scope of work for that Contractor and the dispatch process for the Project. Determination of the scope of work for each Contractor under the Agreement remains the responsibility of the Contractor. The County will schedule the Pre-Job Conference in order to comply with the project schedule.

ARTICLE VII

JURISDICTIONAL DISPUTES

7.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

7.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Design-Build Entity, the Contractor(s) and Union(s) parties to this Agreement.

7.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

7.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the applicable Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

ARTICLE VIII

JOINT LABOR/MANAGEMENT MEETINGS

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

ARTICLE IX

NO DISCRIMINATION

9.1 All Parties agree not to engage in any form of discrimination based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, political affiliation, or membership in a labor organization or other protected status recognized under any local laws, the laws of the State of California or applicable federal law.

ARTICLE X

UNION RECOGNITION

10.1 For purposes and duration of this Agreement only, the Design-Build Entity and Contractor(s) recognize the Unions as the sole bargaining representative of all craft employees working on this Project unless County, the Design-Build Entity and the Contractor(s) are provided with certified National Labor Relations Board results indicating that another duly recognized bargaining unit has assumed all rights and responsibilities of a current recognized bargaining unit.

10.2 Employees who are employed by Contractor(s) to work on the Project are not required to join any Union nor become a Union member as a condition of being employed, or to remain employed on the Project. However, any employee who is a member of a Signatory Union must maintain that membership in good standing while employed on the Project. All other employees performing work for a cumulative total of eight (8) or more working days shall be required to comply with applicable union security provisions while performing on-site work on the Project and must tender any maintenance dues or fees required by the Trades Council or Signatory Union or otherwise required by law, for the period of time the employee performs work on the Project.

10.3 The Contractor(s) agrees to deduct initiation fees, union dues or representation fees from the pay of any employee who executes an authorization for such deductions.

ARTICLE XI

MANAGEMENT'S RIGHTS

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

employees assigned to any crew or to any service. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Design-Build Entity and Contractor(s), therefore, retain all legal rights not specifically enumerated in this Agreement.

ARTICLE XII

HIRING & REFERRAL

12.1 Contractor(s) who are not signatory to a current local collective bargaining agreement with a Union having jurisdiction over the affected work may employ its core workforce. For purposes of this Agreement, an employee shall be considered a member of a Contractor's core workforce if the worker:

- (a). possesses any license required by state or federal law, if any, for the Project work to be performed; and
- (b). has been on the Contractor's payroll for at least 120 of the 200 working days prior to the date the Notice to Proceed is issued; or equivalent authorization granted by the County to begin work on the Project; and
- (c). has the ability to safely perform the basic functions of the applicable trade.

12.2 The number of core workers authorized on the Project for Contractors utilizing core workers shall be as follows:

- (a) Local Contractors: each Local Contractor may initially use up to three (3) core workers provided such core workers are residents of Sonoma, Napa, Marin, Lake or Mendocino counties. When such Local Contractor requires employees for the Project in addition to its core workforce, such Local Contractor shall utilize the Union referral system as follows: one worker from the hiring hall of the affected trade or craft and then one core worker. This process shall repeat until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers do not count toward core worker limit. On layoffs, the Local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation to those workers referred by the Union for the total workforce employed by such Contractor over the original three (3) core workers performing Covered Work on the Project.
- (b) Non-local Contractors: Each Non-local Contractor may utilize core workers as follows: one core worker, followed by one worker from the hiring hall of the affected trade or craft. This process shall be repeated until such Contractor's workforce requirements are met or until such Contractor has hired six (6) core workers for that craft, whichever occurs first. Supervisors and managers not performing manual work do not count toward core worker limit. On layoffs, the Non-local Contractors shall reverse the alternating process with respect to the employment of core workers on the Project such that with the employment of twelve (12) or fewer employees there is an equal number or fewer core workers in relation

to those workers referred by the Union for the total workforce employed by such Contractor performing Covered Work on the Project.

12.3 If there is any question regarding an employee's eligibility under Section 12.1 or 12.2, the Contractors shall provide documentation showing compliance with Section 12.1 or 12.2 upon the request of the Trades Council or any Union.

12.4 For all hires beyond the core workforce, Contractor(s) performing Covered Work on the Project shall, when filling craft job vacancies, utilize the registration facilities and referral systems established or authorized by the Unions signatory hereto when such procedures are not in violation of state or federal law. Contractor(s) shall have the right to reject any applicant referred by the Unions provided that the Contractor complies with Article IX (Non-discrimination).

12.3 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).

12.4 In the event referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s), Contractor(s) shall be free to obtain employees from any source.

12.5 The Parties support the development of increased numbers of skilled construction workers from the residents of the region to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to first refer and utilize – to the extent permitted by state and federal law – qualified residents of Sonoma, Napa, Marin, Mendocino, and Lake counties as journeymen, apprentices, and trainees on the Project and to encourage their entrance into such apprenticeship and training programs as may be operated by the Signatory Local Unions and programs developed pursuant to this Agreement.

ARTICLE XIII

PROJECT SITE SECURITY

13.1 No person shall be employed on the Project to whom the County has a reasonable objection. County is the final authority as to who can and cannot enter the Project site. Contractor(s) shall not be liable to pay stand by pay to any employee rejected by County.

13.2 Personnel who are to work within the Adult Detention Behavioral Health Unit secure perimeter shall be required to meet Sheriff of Sonoma County security standards. The Contractor(s) shall ensure that all personnel shall provide, fourteen (14) days prior to access, their Full Name, Date of Birth, Last Four Numbers of their Social Security Number, and a copy of their State Driver's License. Personnel who cannot meet the Sheriff of Sonoma County's requirements will not be allowed to access the project Secure Perimeter.

13.3 If County should become dissatisfied with the personnel provided by the Design-Build Entity, or their Contractor(s), subcontractors, vendors, or consultants, County will give written

notice to the Design-Build Contractor of its reasons for dissatisfaction. Design-Build Entity shall use its best efforts to resolve the problem, and if the problem is not resolved to the satisfaction of the County, the Design-Build Entity shall not permit such personnel to perform the services under the agreement and the personnel shall not be allowed to the site.

ARTICLE XIV

APPRENTICES & WORKFORCE TRAINING PROGRAMS

14.1 Each Contractor performing work on the Project shall, for each apprenticeable craft that it employs, employ, at minimum, the ratio of apprentices required by the California Labor Code or the federal Davis-Bacon Act, as applicable, who are enrolled and participating in any State-approved apprenticeship program.

14.2 (a) The parties recognize the need to maintain continuing support of and expand programs designed to develop adequate numbers of skilled workers in the construction industry, and the desire to encourage the participation of high school students and graduates and residents of Sonoma County in the construction industry. To these ends, the Design-Build Entity, Contractor(s), the Trades Council, and the Unions will support the construction training courses, programs, pre-apprenticeship and joint apprenticeship programs in which they participate and which are certified by the State of California, and will encourage high school students and graduates and residents of Sonoma County to commence and progress in such programs.

(b) To further accomplish these goals, the Design-Build Entity, the Trades Council, and the Unions agree to sponsor and participate in and utilize participants of community-based, school-based, Union-based or other pre-apprenticeship training programs, or Career Technical Education programs, such as the North Bay Trade Introduction Program, for the Project to support the development of increased numbers of skilled construction workers.

ARTICLE XV

WAGES & BENEFITS

15.1 Wages: All employees covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage rates for those classifications in compliance with the applicable Prevailing Wage Rate Determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law. If the prevailing wage laws are repealed during the term of this Agreement, the Contractors shall pay the wage rates established under the applicable Schedule A.

15.2 Benefits:

15.2.1 All Contractors signatory to an existing collective bargaining agreement shall pay contributions to the established employee benefit funds in the amounts designated in the applicable Schedule A.

15.2.2 Except as provided for in 15.2.3, non-signatory Contractor(s) shall also be required to pay fringe benefits provided, however, only such bona fide employee benefits as accrue directly to the benefit of employees (e.g., health and welfare, vacation, holidays, pensions, apprenticeship, training funds), pursuant to the appropriate Schedule A, shall be included in this requirement and required to be paid by the Contractor(s); and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Contractor(s) shall take all steps legally necessary to accomplish the requirements of this Paragraph 15.2.2, including but not limited to entering into subscription agreements with the applicable trust funds.

15.2.3 Any non-signatory Contractor who has been contributing to health and pension benefit plans on behalf to its core workforce may, at the discretion of the Contractor, continue to contribute to such benefit plans on behalf of its Core Workers in lieu of payments to the Union's medical and pension plans, provided these benefits are equal to or better than those designated in the Schedule A. Benefits for union members or employees obtain through union hiring halls shall be paid to the appropriate trust funds as set forth in 15.2.1 and 15.2.2. The Joint Labor/Management Administrative Committee will be responsible for determining whether the benefits are equal to or better than those designated in the Schedule As. In the event the Committee deadlocks, the dispute shall be submitted to arbitration pursuant to Article XVIII. Contractor(s) who believe their benefit plans are equal to or better than those designated in the Schedule As must submit their fringe benefit packages to the Project Manager for evaluation by the Committee.

ARTICLE XVI

COMPLIANCE

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

ARTICLE XVII

HOURS OF WORK

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

17.2 Overtime and holiday pay will be in compliance with the applicable general Prevailing Wage Rate Determination made by the Director of Industrial Relations pursuant to California Labor Code.

ARTICLE XVIII

GRIEVANCE ARBITRATION PROCEDURE

18.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

18.2 The Design-Build Entity, Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

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

Step 1: (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local Union or the job steward and the work-site representative of the involved Contractor and the Design-Build Entity shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Design-Build Entity) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Unions or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2: The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an

Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

18.4. The Design-Build Entity and County shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE XIX

HELMETS TO HARDHATS

19.1 The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractor(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans 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.

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

ARTICLE XX

SAVINGS CLAUSE

20.1 It is not the intention of the Design-Build Entity, 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, Section 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 Design-Build Entity, Contractor(s) and Unions agree that if any provisions of this Agreement

are determined to be illegal or void by any court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the issue for the purpose of achieving conformity with the requirements of an applicable law and the intent of the Parties.

ARTICLE XXI

DRUG TESTING PROTOCOL

21.1 The Parties agree that the BCTD National Drug and Alcohol Testing Program and Policy (Attachment "B") shall be the policy and procedure utilized under this Agreement.

ARTICLE XXII

ENTIRE AGREEMENT

22.1 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

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

22.3 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement except for all work performed under the National Transient Lodge Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 4, 5 and 16 of this Agreement shall apply to all Covered Work.

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

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

[SIGNATURE BLOCKS: COUNTY, TRADES COUNCIL AND ALL UNIONS]

ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
FOR THE [INSERT PROJECT NAME]

The undersigned hereby certifies and agrees that:

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

DATED: _____

Name of Contractor

(Authorized Officer & Title)

(Address)

