

COMMUNITY WORKFORCE AGREEMENT

for the

CITY OF SANTA ROSA

PREAMBLE

This Community Workforce Agreement (“Agreement”) is made and entered into on this ___ day of _____, 2023 (“Effective Date”), by and between the City of Santa Rosa (“City”) together with its Contractor(s) who shall become signatory to the Agreement by execution of an "Agreement To Be Bound" (Appendix A), and the North Bay Building and Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement.

RECITALS

- A. The Covered Projects have been designated by the City as ones in which a Community Workforce Agreement requirement applies; and
- B. A large number of workers of various skills will be required in the performance of construction work on the Covered Projects and will be represented by the Unions and affiliated with the Council, who are all signatories to this Agreement and employed by the Contractors and Subcontractors who are also signatories to this agreement; and
- C. The use of skilled labor on construction work increases the safety of construction projects, as well as the quality of completed work; and
- D. It is recognized that the Covered Projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that there could be a potential for work disruption in the absence of a binding commitment to maintain continuity of work; and
- E. The City places high priority upon the development of comprehensive programs for the recruitment, training and employment of Local Area residents and has identified the value of introducing Local Area residents to lifelong careers and continuing education, and recognizes the ability of bona fide joint labor management apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and
- F. The Agreement provides a level of accountability that greatly reduces if not eliminates the exploitation of workers and circumvention of the Labor Code as it applies to the payment of prevailing wages and will save the City’s financial and human resources in prevailing wage enforcement; and
- G. The Parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and result in timely completion of the Covered Projects; and
- H. Contractors and Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Covered Projects by the Contractors, and further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the Parties to this Agreement; and

I. The Parties pledge their full good faith and trust to work toward the mutually satisfactory completion of the Covered Projects subject to this Agreement.

J. The City has the absolute right to select the responsible bidder submitting the lowest and best bid for the award of each construction contract for the Projects, or to reject all bid proposals, or to use other legal project delivery methodologies; and

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

ARTICLE 1 PURPOSE AND DEFINITIONS

1.1 Purpose.

- (a) In addition to the Recitals stated above, the purposes of this Agreement are to promote efficient construction operations on Covered Projects, to provide skilled labor, and to provide for peaceful, efficient and binding procedure for settling labor disputes without work disruptions or delays. In so doing, the Parties to this Agreement establish the foundation to promote the public interest, to provide a safe workplace, to assure high quality construction, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance and City satisfaction.
- (b) It is the intent of the Parties to set out uniform and fair working conditions for the efficient completion of Covered Projects subject to this Agreement, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.
- (c) The Parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Covered Project if union and nonunion workers of different employers were to work side by side on the Covered Project thereby leading to labor disputes that could delay completion of the Covered Project.

1.2 Definitions.

- (a) "*Agreement*" means this Community Workforce Agreement plus Appendices.
- (b) "*Agreement to be Bound*" means the agreement that each and every Contractor(s) shall execute as a condition of performing Project work in the form attached to this Agreement as Appendix A.
- (c) "*Bona Fide Apprenticeship Program*" means a joint labor management apprenticeship training program approved by the State Division of Apprenticeship Standards in the applicable crafts.
- (d) "*City*" means the City of Santa Rosa.
- (e) "*Completion*" means that point at which there is Final Acceptance by the City under the Construction Contract for a Covered Project and the City has filed a Notice of Completion.

- (f) "*Construction Contract*" means a public works contract(s) awarded by the City to complete a Covered Project, including design-bid, design-build, lease-leaseback or other contracts under which construction of a Covered Project is performed, and all related contracts and subcontracts of any tier.
- (g) "*Contractor(s)*" means any individual, firm, partnership or corporation (including the prime contractor, general contractor, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, which is an independent business enterprise and enters into a Construction Contract with the City, and all contractors and subcontractors of any tier. A "Contractor" includes any person, firm or corporation, including construction building material delivery truckers, trucking companies and trucking brokers, who agrees under contract with the City or another Contractor of any tier, to perform on a Project any part or portion of the construction work under a Construction Contract, including the operating of construction equipment, performance of labor and/or installation of materials.
- (h) "*Covered Project*" means a project for which the City sends out the initial solicitation of a bid or proposal after the Effective Date of this Agreement, and that meets the following requirements:
 - (i) The project is solicited by the City on or after the Effective Date of this Agreement and prior to the end of the Term of this Agreement;
 - (ii) The project is awarded by the City; and
 - (iii) The engineer's estimate of total construction costs for the Project meets or exceeds five-hundred thousand dollars (\$500,000) in City funding (the "Project Threshold").
 - (iv) In determining whether a project meets the Project Threshold:
 - (A) The City will consider all Construction Contracts required to complete an integrated project.
 - (B) The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement.
 - (C) The term "Covered Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein.
- (i) "*Covered Work*" has the meaning set forth in Section 2.5 below.
- (j) "*Council*" means the North Bay Building and Construction Trades Council.
- (k) "*Council Policy 000-73*" means the Council Policy 000-73 (Project Labor Agreements) adopted by the Santa Rosa City Council with Resolution No. RES-2022-214 on October 25, 2022.
- (l) "*Final Acceptance*" means that point in time at which the City 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 City has executed a written acceptance of the work.

- (m) “*Local Area*” means Sonoma, Lake, Mendocino, Marin and Napa Counties in California.
- (n) "*Master Agreement(s)*" means the Master Collective Bargaining Agreements of each Union signatory hereto, to which the Union(s) and Contractor(s) are bound, which are incorporated herein by reference and which shall apply to Covered Projects, current copies of which (including any agreements incorporated therein) each Union agrees to provide to City promptly upon request.
- (o) "*Union*" or "*Unions*" means the North Bay Building and Construction Trades Council, AFL-CIO and its affiliated labor organizations signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Parties. This Agreement applies to and is limited to all Contractor(s) performing under Construction Contract(s) on a Covered Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and its affiliated Unions signatory to this Agreement.

2.2 Applicability.

- (a) This Agreement applies to and governs all Construction Contracts awarded on a Covered Project.
- (b) Notwithstanding any other provision of this Agreement, in the event of any conflict or inconsistency between this Agreement and Council Policy 000-73, Council Policy 000-73 shall take precedence and shall apply.

2.3 Project Splitting. The City agrees that it will not split, divide or otherwise separate work for the purpose of avoiding the application of this Agreement. The City may, in its sole discretion, group (or bundle) for bidding contracts not meeting the threshold of Section 1.2(h) above.

2.4 Non-Covered Employees.

- (a) This Agreement shall apply only to construction/craft employees of Contractor(s) working on a Covered Project represented by the Unions signatory hereto, and shall not apply to Contractors' supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, supervisors, timekeepers, messengers, guards, other employees above the classification of general foreman or inspectors, material testers, and/or x-ray technicians, except to the extent that such inspectors, material testers, and/or x-ray technicians are covered by a Master Agreement.

- (b) This Agreement shall apply to employees of a Contractor performing site survey testing and inspection (including soils and materials) where such testing and inspection is covered by a Master Agreement, regardless of its performance under a Construction Contract, construction management contract or engineering services contract.
- (c) This Agreement shall not be interpreted to limit or restrict the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices, except that the lawful fabrication provisions of the appropriate Master Agreements shall be applicable to covered Projects. Prefabrication of materials that are directly part of the Project and are traditionally performed under the provisions of an existing Master Agreement of a signatory Union(s), or local addenda to a National Agreement, shall be covered by the terms and conditions of this Agreement.

2.5 Covered Work.

- (a) Definition. The term "Covered Work" includes the following work for any Covered Project:
 - (i) All site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for any Covered Project, that is within the craft jurisdiction of one of the Unions and that is part of such Covered Project, including, without limitation to the following examples: geotechnical and exploratory drilling; soils and materials testing and inspection; temporary HVAC; landscaping and temporary fencing; pipelines (including those in linear corridors built to serve the Covered Project); pumps and pump stations; start-up; modular furniture installation; and final clean-up. Covered Work includes work done for the Covered Project in temporary yards, dedicated sites, or areas adjacent to the Covered Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Covered Project.
 - (ii) Any start-up, calibration, commissioning, performance testing, repair, warranty work, modification, maintenance, and operational revisions to systems and/or subsystems for the Covered Project performed after Completion pursuant to a Construction Contract, including punch list work or work under a change order, unless performed by City employees.
 - (iii) On-site fabrication work for a Covered Project over which the City or any Contractor possesses the right of control, including work done for the Covered Project in any temporary yard or area established for the Project.
 - (iv) Off-site work, including fabrication, that is necessary for the Covered Project and that is traditionally performed by the Unions and is directly or indirectly part of the Covered Project, including any 3D BIM modeling and mechanical computer aided drafted and/or hand detailing of shop and field drawings used for fabrication and/or erection, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).
 - (v) Except for the delivery of supplies, equipment or materials that are stockpiled

for later use, all construction trucking work for a Covered Project, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, materials and/or mud.

Contractor(s), including brokers, using persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

- (vi) Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Article 5 (no strikes-no lockouts), Article 6 (work assignments and jurisdictional disputes) and Article 11 (grievance procedure) of this Agreement shall apply to such work.

2.6 Exclusions from the Definition of “Covered Work”. Notwithstanding any other provision of this Agreement, the term "Covered Work" excludes the following for any Covered Project:

- (a) The operation of equipment and machinery owned or controlled by the City and not directly related to the Project if operated by City personnel.
- (b) Manufacturer Guarantees and Warranties. Work performed by employees of a manufacturer or other persons if necessary to maintain the validity a manufacturer's guarantee or warranty; provided, however, that in such cases, the City or the Contractor, as applicable, shall provide written evidence in the form of a warranty, guarantee or other written evidence from the manufacturer demonstrating that the work cannot be performed under this Agreement without voiding the warranty/guarantee. Such evidence shall be provided at the Pre-Job Conference discussed in Section 8.2, or as soon as practicable thereafter. In no event shall a Contractor fail to provide notice of intent to use this provision less than ten (10) days before the commencement of such work, and Contractor shall be liable for any project delay and related costs caused by such failure. The City and the Council agree that preserving the integrity of a manufacturer’s guarantee or warranty is a priority for the City, and the Council will not intentionally or knowingly compromise the City’s ability to establish or preserve a manufacturer’s guarantee or warranty.
 - (i) Work performed by a manufacturer or its agents under a manufacturer’s warranty or guaranty once the warranty or guaranty is effective is excluded from the definition of “Covered Work”.
- (c) Governmental and Utility Work.
 - (i) Any work performed on or near or leading to or on to the site of a Covered Project and undertaken by state, county, city or other governmental bodies, or their contractors, or by public or private utilities or their contractors.

- (ii) Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. However, all electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all work contracted by the City performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work;
- (d) Off-site maintenance of leased equipment and on-site supervision of such work;
- (e) Non-construction support services contracted by the City in connection with a Project;
- (f) All work by employees of the City;
- (g) Any work that falls within the exclusions set forth in section 4.3 of Council Policy 000-73.

2.7 Reservation of City Rights.

- (a) This Agreement is not intended to, and shall not, affect or govern the award of public works contracts by the City for projects that are not Covered Projects. It is expressly agreed and understood by the Parties hereto that the City shall retain the right at all times to perform and/or subcontract all work not covered by this Agreement.
- (b) It is expressly agreed and understood by the Parties hereto that the City shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment, subject to limitations set forth in Sections 2.5 and 2.6 of this Agreement.
- (c) It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

2.8 Solicitation and Award of Construction Contracts.

- (a) The Council agrees to make best efforts to assist the City in soliciting interested parties in bidding on the Covered Project(s) and in encouraging and soliciting subcontractors in bidding to interested general contractors.
- (b) By executing this Agreement, the Council and the Unions agree to be bound by each and all of the provisions of the Agreement. By accepting the award of work under a Construction Contract for the Covered Project, whether as a Contractor or subcontractor thereunder, all Contractors agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Appendix A**.

The City agrees to include notice of this Agreement in all applicable bid documents,

requests for proposals, or other equivalent Covered Project solicitations, which shall include notice that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project. At the time of issuance of a solicitation for a Covered Project, the City agrees to either provide a copy of the solicitation for Covered Projects to the Council or give notice to the Council representative identified in Section 20.7 of this Agreement, which notice may direct the Council to a City website.

ARTICLE 3 SUBCONTRACTS

- 3.1** Each Contractor(s), which includes all subcontractors of any tier performing work on a Project, agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Covered Project except to a person, firm, or corporation who is or becomes party to this Agreement by signing the Agreement to be Bound attached to this Agreement as **Appendix A** prior to the commencement of work. All Contractor(s) working on the Covered Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement.
- 3.2** Each Contractor with a contract directly with the City has the primary obligation for performance of all conditions of this Agreement, including the performance of all of that Contractor's subcontractors. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor elect to subcontract, that Contractor shall continue to have such primary obligation.
- 3.3** Each Contractor, which includes all subcontractors of any tier performing work on the Project, shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor. Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.
- 3.4 Signatory Contractors.**
- (a) With regard to any Contractor that is independently signed to any Master Agreement, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such Master Agreement, except as specifically set forth in subsection (b) of this Section. Any such subcontracting clause in a Master Agreement shall remain and be fully enforceable between each craft union and its signatory contractors, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence of subcontracting obligations and restrictions that exist between craft unions and their respective signatory contractors under a Master Agreement, except as specifically set forth in subsection (b) of this Section.
- (b) If a craft union ("aggrieved union") believes that an assignment of work on this Covered Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its Master Agreement, as permitted by subsection (a) of this Section, the aggrieved union may submit a claim under the jurisdictional resolution procedure contained in Article 6 of this Agreement, and the decision rendered as part of

that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its Master Agreement, as permitted pursuant to subsection (a) of this Section, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the Master Agreement conflicts with the jurisdictional award, the former shall be null and void ab initio.

- 3.5 The provisions of this Agreement, including the Master Agreements, incorporated herein by reference, shall apply to Projects covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Master Agreement, the provision of this Agreement shall prevail. Where a provision of a Master Agreement does not conflict with this Agreement, the provision of the Master Agreement shall apply.

ARTICLE 4 RELATIONSHIP BETWEEN PARTIES

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

ARTICLE 5 NO STRIKES - NO LOCKOUTS

- 5.1 During the life of this Agreement, the Union(s) and its members, agents, representatives and employees agree that for the duration of a Project, there shall be no strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, lockout, picketing or other work stoppage or handbilling of any nature whatsoever, because of a dispute on the Project, and it is expressly agreed that any such action is a violation of this Agreement. Disputes arising between the Unions and Contractor(s)/Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.
- 5.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.
- 5.3 Withholding of employees for failure of a Contractor(s) to make trust fund contributions as

required in accordance with Article 17 and/or for failure to meet its weekly payroll is not a violation of this Article 5; however, the Union shall give the affected Contractor and the Coordinator (if selected) written notice seventy-two (72) hours prior to the withholding of employees.

- (a) Should a Contractor performing work on this Covered Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request that a higher-tier Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund(s) until such delinquencies are satisfied.
- (b) Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Covered Project and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement between a Contractor and a 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 Master Agreement, the Union agrees that it will not strike or withhold labor from the Contractor on said contract for work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor. If the Union and Contractor agree to an interim agreement that will apply until a new Master Agreement is reached, then, at the Contractor's option, the Contractor may work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union and Contractor. If the new or modified Master Agreement reached between the Union and Contractor provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement to its effective date which is applicable to employees employed on a project within seven (7) days after notification by the Union.

5.4 In consideration of the foregoing, the Contractor(s) agree there shall be no lockout on Projects covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the City's decision to terminate or suspend work on the site due to an unforeseen circumstance or natural disaster.

5.5 Should the Contractor or City consider it necessary to shut down a Covered Project to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee(s), compensation of employees shall be governed by the Master Agreements.

5.6 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement may be subject to immediate discharge from the Covered Project and the procedure under the applicable Master Agreement, if invoked.

- 5.7 Upon written facsimile or electronic mail notice of a violation to the Local and International Union(s) offices, the Council, the Union(s) and its officers shall take immediate action and will use its (their) best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement until the Union(s) effects the return to work of such employees. Nothing in this Agreement shall be construed to limit or restrict the right of any of the Parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 5.
- 5.8 Any party to this Agreement shall institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.
- (a) The party invoking this procedure shall immediately notify **David Weinberg** who the parties agree shall be the permanent Arbitrator under this procedure. **Martin Gran** shall serve as the alternate in the event that the permanent Arbitrator is unavailable at any time. If neither is available, an arbitrator shall be selected from a mutually agreed upon list of Arbitrators who are experienced in Building Trades matters/agreements. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, electronic mail or similar means to the party alleged to be in violation and the involved Union General President.
 - (b) Upon receipt of said notice, the Arbitrator named above (or if unavailable, the alternate) shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.
 - (c) The Arbitrator shall notify the parties by email (with read receipt) and telephone of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
 - (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by email (with read receipt) upon issuance.
 - (e) The award shall be final, binding and non-reviewable as to the merits. Such award may be enforced by any court of competent jurisdiction, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Notice of the filing of such enforcement proceedings shall be given to the other party as required by law. In the proceeding to obtain a temporary order enforcing the Arbitrator's

award as issued under this Article, all parties agree that such proceedings may proceed in accordance with procedures for *ex parte* matters under the Code of Civil Procedure. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- (f) Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.
- (g) The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the affected Union(s) and the affected Contractor(s).
- (h) The procedures contained in Article 5 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 11.

ARTICLE 6 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1** The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2** All jurisdictional disputes on this Covered Project between or among the building and construction trades Unions and the 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 Employers and Unions Parties to this Agreement.
- 6.3** 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 Andrea Dooley, Mark Devibciss, 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) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.
- 6.4** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.
- 6.5** Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Coordinator (if selected) will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

**ARTICLE 7
COORDINATOR**

- 7.1 A "Coordinator," as mutually agreed upon by the City and the Unions may be selected in order to coordinate the administration and application of this Agreement.
- 7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.
- 7.3 It is recognized by the Parties to this Agreement that the Coordinator is acting only on behalf of said Coordinator and has no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the City.

**ARTICLE 8
PARTNERING COMMITTEE MEETINGS**

8.1 Partnering Committee.

- (a) The Parties to this Agreement will form a Partnering Committee consisting of equal numbers of representatives selected by the Council and the City, to be chaired jointly by a representative of each. The Committee may form sub-committees to consider and advise the full Committee with regard to any issues affecting this Agreement and Covered Project(s). A Partnering Committee meeting will be held by request.
- (b) The Coordinator (or the City if no Coordinator is used) shall be responsible for the scheduling of meetings, the preparation of the agenda topics for the meetings, with input from the Unions and the Contractors. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting.
- (c) The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These regular meetings will also include discussion of the scheduling and productivity on work performed on the Project.

8.2 Pre-Job Conference and Mark-up Meeting. A Pre-Job Conference will be held at least fourteen (14) days 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 and shall be held at a location and time mutually agreeable to the Council. The Parties acknowledge and agree that in the case of emergency work the Parties may mutually agree in writing to waive the pre-job conference without the need to amend this agreement.

- (a) The Pre-Job Conference shall include, but not be limited, to the following subjects:
- (i) A listing of each Contractor's scope of work;
- (ii) The craft assignments;
- (iii) The estimated number of craft workers required to perform the work;

- (iv) Transportation arrangements;
 - (v) The estimated start and completion dates of the work; and
 - (vi) Discussion of pre-fabricated materials
- (b) The Coordinator (if selected) 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

8.3 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.1 of this Agreement. The work assignments shall be made in writing.

ARTICLE 9 MANAGEMENT RIGHTS

9.1 Consistent with the applicable Master Agreement(s), the Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:

- (a) Plan, direct and control the operation of all the work.
- (b) Decide the number and types of employees required to perform the work safely and efficiently. The lawful manning provisions of the applicable Master Agreement shall be recognized.
- (c) Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
- (d) Require all employees to observe the City and Contractors' Covered Project Rules, Security and Safety Regulations, provided such Rules and Regulations are uniformly applicable and consistent with the provisions of this Agreement. These Covered Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
- (e) Discharge, suspend or discipline employees under the applicable craft agreement. No employee shall be discharged, suspended or disciplined without just cause.
- (f) Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with the applicable Master Agreement.
- (g) Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator, subject to the provisions of this Agreement.

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

**ARTICLE 10
WORK RULES**

- 10.1** The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), and consistent with the applicable local Master Agreement, it being understood that in the selection of such foremen, the Contractor(s) will give first consideration to the qualified individuals available in the Local Area. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.
- 10.2** There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftpersons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.
- 10.3** Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).
- 10.4** Slowdowns, standby crews and featherbedding practices will not be tolerated.
- 10.5** It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the City or others who are not covered by this Agreement including, but not limited to, maintenance and operations.
- 10.6** Contractors shall provide meal and rest periods in accordance with the California Labor Code.
- 10.7** All foremen will remain with their crews and supervise such crews in the performance of their duties.
- 10.8** There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery to the jobsite since such deliveries shall not fall under this Agreement. Unloading of the above will be performed by signatory Contractors' employees.
- 10.9** The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices, except that all lawful manning provisions in the Master Agreement shall be recognized.

**ARTICLE 11
GRIEVANCE PROCEDURE**

- 11.1** All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5 No-Strike/No-Lockout procedure or Article 6 Jurisdictional Dispute procedure shall be governed by the following grievance and arbitration procedures.
- 11.2** All disputes involving the discipline and/or discharge of an employee working on the Covered Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Covered Project shall be disciplined or discharged without just cause.

- 11.3** A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within ten (10) working days after the grievance is alleged to have occurred or within ten (10) working days after the Union's first knowledge of the grievance. Similarly, a grievance shall be considered null and void if not brought to the attention of the Union(s) within ten (10) working days after the grievance is alleged to have occurred or within ten (10) working days after the Contractors(s)' first knowledge of the grievance.
- 11.4** Grievances shall be settled according to the following Steps:
- (a) Step 1: The steward or business representative and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the grievance has been brought to the attention of the Contractor.
 - (b) Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grievance shall be reduced to writing and may then be referred by the Union to the Contractor(s) for discussion and resolution. The Union will also notify its International Union representative, which shall advise the parties if it intends to participate in Step 2.
 - (c) Step 3: In the event the matter remains unresolved in Step 2, either Party may request, within five (5) working days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.
 - (d) Step 4: The Parties agree that the Arbitrator who will hear the grievance shall be selected from among the following: **Morris Davis, David Weinberg, William Riker, Robert Hirsch and Carol Vendrillo**. If the parties cannot agree on which Arbitrator to hear the case, then the parties shall alternately strike names until one of the Arbitrators remains, who shall then hear the dispute. The party bringing the grievance shall strike the first name. The arbitration procedure contained herein, once invoked, shall be mandatory. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed in to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the affected Union(s) and the affected Contractor(s). The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.
- 11.5** Should any of the arbitrators identified in Section 11.4 or Section 5.8(a) no longer be available to conduct arbitrations, the City and the Council shall mutually agree upon a replacement.
- 11.6** The Contractor(s), as well as the Union, may bring forth grievances under this Article.
- 11.7** Where an issue is addressed in this Agreement and the local Master Agreement, this Agreement shall prevail. Where an issue is addressed in the local Master Agreement and not in this Agreement, the local Master Agreement shall control.

- 11.8 Grievances between a Union and a Union-signatory contractor involving interpretation or application of the applicable local Master Agreement shall be governed by the grievance procedures contained in such local Master Agreement.
- 11.9 At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The City may, in its sole discretion, elect to withhold and/or retain funds where not otherwise prohibited by law or contract.

ARTICLE 12 UNION RECOGNITION AND REPRESENTATION

- 12.1 The Contractor(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project, and all such employees must be represented by a Union for the duration of their employment on the Project.
- 12.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-union Contractor/Employer to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.
- 12.3 Authorized representatives of the Unions shall have access to the Covered Project site at all times when work is being, has been or will be performed. Such representatives shall comply with the reasonable visitor safety and security rules established for the Project. Access for Union representatives will not be unduly restricted.
- 12.4 A Steward shall be a working journeyman appointed in writing by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the Business Manager or Business Agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the Contractor(s) agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall not leave the work area without notifying the appropriate supervisor.
- 12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.
- 12.6 The treatment of stewards shall be in accordance with the applicable craft agreement.

ARTICLE 13 REFERRAL PROCESS

- 13.1 The Union(s) shall be the sole source of all craft labor employed on the Covered Project.

- 13.2 All Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions.
- 13.3 In the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the requisition of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, Saturdays, Sundays and Holidays excluded, the Contractor shall be free to obtain work persons from any source. Upon hiring employees from an alternative source pursuant to this section, the Contractor shall immediately notify the appropriate Local Union of the name and address of the alternative source employee hired, which employee shall be bound by the provisions of Article 12.
- 13.4 In the event the City awards a Covered Project using a design-build or lease-leaseback contracting method, or any contracting method requiring a “skilled and trained workforce” commitment pursuant to State Law, the Contractors shall employ “skilled journeypersons” as required and comply with the apprenticeship graduation requirements stated in Public Contract Code Sections 2600 to 2603.

ARTICLE 14 COMMUNITY WORKFORCE INITIATIVES

- 14.1 **Helmets to Hardhats.** The Parties recognize the Council’s participation in the “Helmets-to-Hardhats” Program and the Parties’ mutual desire to facilitate the entry into the Building and Construction Trades of veterans who are interested in careers in the building and construction industry. The Unions agree to utilize services for the Center for Military Recruitment, Assessment and Veteran’s Employment (“Center”) and the orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of such veterans. The Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience. The experience and practical knowledge of veterans will be reviewed and tested by the applicable Joint Apprenticeship Training Committee. Applicants will be placed at the appropriate stage of apprenticeship or at the journey level as the case may be. Final decision will be the responsibility of the applicable Joint Apprenticeship Training Committee.
- 14.2 **Local Workforce Requirement.** It is in the interest of the Parties to facilitate employment of Local Area residents and to use resources in the Local Area in construction of any Project. Section 4.2.1(A) of Council Policy 000-73 requires this Agreement to incorporate provisions that establish a “local workforce requirement” of thirty percent (30%). Therefore, to the maximum extent permitted by law, the Contractors and the Unions will ensure that not less than thirty percent (30%) of all hours on the Covered Project will be performed by residents of the Local Area (the “Local Workforce Requirement”). To the extent allowed by law, and consistent with the Unions’ hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area, including journeymen and apprentices, shall be referred by the Unions for Covered Project work. The City Manager may waive or otherwise modify the Local Workforce Requirement where a particular construction craft does not have sufficient local presence to meet the requirement. To the maximum extent permitted by law, the Unions agree to use their utmost efforts to recruit and obtain sufficient numbers of workers from the Local Area to fulfill the referral requirements of the Contractor(s)/Employer(s).

14.3 Reporting and Data Collection. To the extent permitted by law and desired by the City, the Parties will collaborate in good faith, to the extent reasonable and practicable, to provide for the collection of, and reporting on demographic data relating to workers on any Covered Project covered by this Agreement. If requested by the City, the Council will work collaboratively to create and present an annual report on such data to the City Council, which may include specific demographics where such information is available, and may also include data related to the employment of NB TIP graduates and Local Area residents on Covered Projects.

14.4 North Bay Trades Introduction Program (“NB TIP”).

- (a) NB TIP is a partnership of the Council, local workforce boards, local education agencies, the North Bay Apprenticeship Coordinators Association, and other community-based organizations. NB TIP is approved by the California Division of Apprenticeship Standards as a “pre-apprenticeship program,” utilizes the MC3 apprenticeship readiness curriculum, and works closely with partner agencies and community organizations to develop local apprenticeship candidates. The primary objective of NB TIP is to prepare and place NB TIP graduates into state-approved apprenticeships.
- (b) The Parties agree to recognize NB TIP graduates as apprenticeship candidates, consistent with hiring and referral processes otherwise noted in this Agreement, for possible employment as apprentices on the Projects. To comply with Section 14.2, Contractors/Employers shall endeavor to hire either a NB TIP graduate or another candidate provided through a Union pre-apprenticeship program, in compliance with the Union Master Agreements and applicable apprenticeship program standards. Successful placement of NB TIP candidates may positively affect contractor ratings for future projects covered by this Agreement.
- (c) NB TIP conducts outreach by a variety of media, and also by making presentations to local trades introduction classes. Special outreach efforts are directed at under-represented groups including women, racial/ethnic minorities, disadvantaged youth (with a minimum age of 18 for construction work), military veterans, and those from socio-economically disadvantaged areas within the community. The Parties are encouraged to participate in such outreach with NB TIP, as good faith efforts toward the local hire goals in Section 14.2. Such participation may include jobsite tours, recognition agreements with individual apprenticeship programs, presentations to possible candidates and other activities.

**ARTICLE 15
NON-DISCRIMINATION**

15.1 The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination on the grounds of/or because of race, color, religion, national origin, culture, ancestry, age, sex, gender, sexual orientation, gender identity, pregnancy, marital status, disability, medical condition, political belief or affiliation, organizational affiliation, or any other basis recognized by law, against any employee, or applicant for employment, including Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act or any other basis recognized by law.

**ARTICLE 16
APPRENTICES**

- 16.1** Each contractor or subcontractor performing work on any Covered Project shall, for each apprenticeable craft that it employs, employ on its regular workforce the ratio of apprentices as required by Labor Code Section 1777.5 who are enrolled and participating in a Bona Fide Apprenticeship Program approved by the State Division of Apprenticeship Standards in the applicable crafts. Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a Bona Fide Apprenticeship Program to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.
- 16.2** Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

**ARTICLE 17
WAGE SCALES AND FRINGE BENEFITS**

- 17.1** All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate Master Agreement(s) which have been negotiated by the historically recognized bargaining parties and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code. The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).
- 17.2** During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable local Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.
- 17.3** The Contractors agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s). The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.
- 17.4** When an employee is discharged, the employee shall be paid wages due immediately. If an employee voluntarily terminates, wages due shall be paid in accordance with State Law.

- 17.5 Wage rates, fringe benefits or working conditions on the Covered Project shall be governed by the negotiated Master Agreement(s), to the extent such agreements are not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.
- 17.6 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of this Article. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions for work performed for the Project. Because the Covered Project is a public work subject to the California Labor Code, the City shall monitor and enforce the Contractors/Employers' compliance with state prevailing wage requirements as well as this Agreement.

ARTICLE 18 HOLIDAYS

- 18.1 Holidays will be in compliance with the applicable Master Agreements for each trade.

ARTICLE 19 HEALTH AND SAFETY

- 19.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations established by the City and Contractor(s) and in accordance with OSHA/Cal- OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 19.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Covered Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the contractor(s).
- 19.3 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is strictly prohibited. Contractor(s) and Union(s) agree to abide by the substance abuse policies contained in the applicable Master Agreement(s) as well as City policies.

ARTICLE 20 MISCELLANEOUS PROVISIONS

- 20.1 **Counterparts.** This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures.
- 20.2 **Warranty of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the Parties by signing this Agreement warrants and represents that such

party is legally authorized and entitled to enter into this Agreement.

20.3 Interpretation. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

20.4 Rules of Construction. The Parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

20.5 No Joint and Several Liability. To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by the City, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other Parties or between that party and any other party.

20.6 Notice. Notice under this Agreement may be provided electronically or via mail as follows:

(a) To City: Director of Transportation and Public Works
City of Santa Rosa
Transportation and Public Works Department
69 Stony Circle
Santa Rosa, CA 95401
jnutt@srcity.org

With Copies to:

City Attorney's Office
100 Santa Rosa Avenue, Room 8
Santa Rosa, CA 95404
caoffice@srcity.org

(b) To Council: President and Secretary-Treasurer
3473 Santa Rosa Avenue
Santa Rosa, CA 95407
mallen@northbaybuildingtrades.org
john@sprinklerfitters483.org

The Parties may revise the contacts listed above by providing advance written notice to the other Party.

ARTICLE 21 GENERAL SAVINGS CLAUSE

21.1 It is not the intention of either the Contractor(s) or the Union(s) to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the City

and the Council 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. In that event, the City and the Council will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the Parties hereto.

- 21.2** In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the City and the Council is defeated, then the entire Agreement shall be null and void.
- 21.3** If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article 5.

ARTICLE 22 DURATION OF AGREEMENT

- 22.1** This Agreement shall apply until the Completion of each Covered Project in accordance with Sections 1.2(e) and 2.5(a)(ii).
- 22.2** **Term; Extension.** This Agreement shall become effective on the day the City and the Council execute this Agreement and shall continue in full force and effect for a period of five (5) years. Approximately six (6) months prior to the conclusion of the term of this Agreement, the City and the Council shall meet to discuss whether to extend the term of this Agreement and if so, to agree upon any necessary changes.
- 22.3** **Reopener.** If either the City or the Council reasonably believes that this Agreement has had a material adverse effect on the City's delivery of capital improvement project(s), the City and Council agree to promptly re-open this Agreement as follows:
- (a) The City or the Council will provide written notice to the other of a request to reopen the Agreement to reasonably address material adverse effects on the City's delivery of capital improvement projects ("Request to Reopen").
 - (b) Within thirty (30) days of the date of a Request to Reopen under this Section, the City and the Council each agree to (i) designate a senior management or executive level representative and legal counsel to negotiate any dispute; and (ii) attempt through good faith negotiations to resolve the dispute and mitigate any material adverse effect on City capital improvement project(s) by any means within their authority.


[SIGNATURES ON PAGES TO FOLLOW]

In witness whereof, the Parties have caused this Agreement to be executed as of the Effective Date.

SIGNATURES

CITY OF SANTA ROSA

NORTH BAY BUILDING AND
CONSTRUCTION TRADES COUNCIL

By: 
Mara Keshia Smith (Aug 9, 2023 11:21 PDT)


Michael Allen (Aug 9, 2023 09:18 PDT)

Title: City Manager

By: Michael Allen, Secretary/Treasurer

APPROVED AS TO FORM


Jessica Mullan (Aug 9, 2023 10:04 PDT)

City Attorney

SIGNATORY UNIONS:

APPENDIX A

CITY OF SANTA ROSA COMMUNITY WORKFORCE AGREEMENT

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (“Contractor”) for the _____ Project, (hereinafter the “Covered Project”), for and in consideration of the award to it of a contract to perform work on said Covered Project, and in further consideration of the mutual promises made in the "City of Santa Rosa Community Workforce 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, together with any and all amendments and supplements now existing or which are later made thereto.
- (2) Agrees to be bound by the legally established local trust agreements as set forth in Article 17 of this Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of the Agreement.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

The obligation to be a party to and bound by the Agreement shall extend to all work for the Covered Project undertaken by the Contractor.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

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