SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item # 10.2

Meeting Date: January 9, 2014

Subject: Project Labor Agreement Process

- ☐ Information Item Only
- ☐ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☒ Conference/First Reading (Action Anticipated: January 23, 2014)
- ☐ Conference/Action
- ☐ Action
- ☐ Public Hearing

Division: Facilities Support Services

Recommendation: Review of draft Project Labor Agreement.

Background/Rationale: The Board of Education approved a project labor agreement on August 18, 2005 which has been extended from time to time prior to the enactment of SB 922 (statutory regulation of project labor agreements). The proposed project labor agreement is to continue with the project labor agreement process for all public works contracts exceeding one million dollars ($1,000,000). The primary objective of such agreements is to eliminate any work cessation or work stoppages arising from construction labor disputes at the work site. The renewed agreement is in compliance with the Legislature's enactment of SB 922.

The agreement additionally provides for apprentice training opportunities to the District's students who are interested in construction careers.

The new project labor agreement is recommended to be placed on the Board's agenda in January for approval.

Financial Considerations: None. The public bid process will determine the cost of construction for individual public works projects.

Documents Attached:

1. Executive Summary
2. Resolution No. 2774
3. Draft of project labor agreement.

Estimated Time of Presentation: 5 minutes

Submitted by: Teresa Cummings, Ph.D., Chief Accountability Officer
Cathy Allen, Assistant Superintendent, Facilities Support Services

Approved: Sara Noguchi, Ed.D., Interim Superintendent

Board of Education Executive Summary

Board of Education

Project Labor Agreement Process
January 9, 2014

I. Overview/History of Department or Program

In October 2011, the Legislature enacted Senate Bill (SB) 922 expressly authorizing and specifying the requirements of a project labor agreement. The Board of Education approved a project labor agreement on August 18, 2005, which has been extended from time to time prior to the enactment of SB 922. The proposed project labor agreement is to continue with the project labor agreement process for all public works contracts exceeding one million dollars ($1,000,000). The renewed agreement is in compliance with the Legislature's enactment of SB 922.

II. Driving Governance:

SB 922 added Public Contract Code sections 2500, *et seq*. Public Contract Code section 2500 states, in relevant part:

> A public entity may use, enter into, or require contractors to enter into, a project labor agreement for a construction project only if the agreement includes all of the following taxpayer provisions:
>
> > (1) The agreement prohibits discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in hiring and dispatching workers of the project.
> >
> > (2) The agreement permits all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements.
> >
> > (3) The agreement contains an agreed-upon protocol concerning drug testing for workers who will be employed on the project.
> >
> > (4) The agreement contains guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project.
> >
> > (5) The agreement provides that disputes arising form the agreement shall be resolved by a neutral arbitrator.

III. Budget:

The Project Labor Agreement will have minimal impact on the District's budget. The public bid process will determine the cost of construction for individual public works projects.

IV. Goals, Objectives and Measures:

- Conformance with new law.
- Prevent costly delays by reducing, as a risk management tool, work stoppages, strikes, slow downs and other job actions through a binding neutral arbitration process.
- Enhancing construction quality by assuring contractors continued access to, and continued availability of, skilled craft workers.
- Assuring a continuing source of qualified workers through enhanced pre-apprenticeship programs, using apprenticeship programs conducted by the trade unions.
- Assuring the adequacy of worker wages, healthcare and pension benefits.
- Provision of apprentice training opportunities to the District's students who are interested in construction careers.

V. Major Initiatives:

Public Contract Code sections 2500*, et seq*., became effective October 2011.

VI. Results:

The form of the Project Labor Agreement ensures compliance with existing laws and promotes elimination of any work cessation or work stoppages arising from construction labor disputes at the work site.

VII. Lessons Learned/Next Steps:

- Board consideration and approval of Project Labor Agreement

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

RESOLUTION NO. 2774

RESOLUTION APPROVING PROJECT LABOR AGREEMENT

WHEREAS, the Legislature has enacted, as approved by the Governor, Senate Bill (SB) 922 specifying the requirements of a project labor agreement; and

WHEREAS, the Sacramento City Unified School District ("District") previously approved a project labor agreement, known as a project stabilization agreement, which has been in effect since September 1, 2005; and

WHEREAS, the Board of Education ("Board") has reviewed the Project Labor Agreement (the "Agreement") which incorporates the statutory requirements as set forth in SB 922; and

WHEREAS, a first and second reading of the proposed Agreement has been submitted and reviewed by the Board in open session with the opportunity for public comment; and

WHEREAS, the Agreement will promote and further the public interest by (1) serving to prevent costly delays by reducing, as a risk management tool, work stoppages, strikes, slow downs and other job actions through a binding neutral arbitration process; (2) enhancing construction quality by assuring contractors continued access to, and continued availability of, skilled craft workers; (3) assuring a continuing source of qualified workers through enhanced pre-apprenticeship programs, using apprenticeship programs conducted by the trade unions; and (4) assuring the adequacy of worker wages, healthcare and pension benefits.

NOW, THEREFORE, BE IT RESOLVED by the Sacramento City Unified School District Board of Education as follows:

1. Approves the Project Labor Agreement as presented and submitted to the Board.

2. Authorizes the Interim Superintendent, or her designee, to execute the Agreement.

3. Directs administrative staff to implement and carry out the provisions of the Agreement.

PASSED AND ADOPTED, by the Sacramento City Unified School District Board of Education on this ____ day of _____, 2014, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
Patrick Kennedy
President of the Board of Education

ATTESTED TO:

_____
Sara Noguchi, Ed.D.
Interim Secretary of the Board of Education

DRAFT

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Project: _____
Bid Number _____

PREAMBLE

This Project Labor Agreement is entered into by and between the Sacramento City Unified School District, together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council and its affiliated local unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the District's interest and the public's interest in assuring the timely and economical completion of the District's construction projects; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through apprentice and pre-apprentice programs; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period

of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has adopted Resolution No. ____ regarding the use of Project Labor Agreements on District projects; and

WHEREAS, the Project described in this Agreement has been designated by the District as a Project that is subject to the District's Project Labor Agreement requirement.

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

ARTICLE 1

DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada and Sierra Counties.

1.3 "District" means the Sacramento Unified School District and the administrative staff under its Superintendent, including any coordinator designated by the District for the Project.

1.4 "Employer" means all contractors, subcontractors or other persons or entities performing, assigning, awarding, contracting or subcontracting Covered Work, or authorizing another party to assign, award, contract or subcontract Covered Work. As used herein, the term "Employer" includes all such contractors, subcontractors, persons or entities, including the District's Project Manager or Construction Manager if such Project Manager or Construction Manager is assigning, awarding, contracting or subcontracting Covered Work.

1.5 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which have been made available by the Council to the District and are incorporated herein by reference.

1.6 "Project" means any District construction project that has a total minimum value of one million dollars ($1,000,000) or more. The District may, at its discretion, designate other projects or contracts with a total value of less than one million dollars ($1,000,000) to be covered by this Agreement if the District believes it is in the best interest of the District to do so. Routine maintenance of District properties are not covered by the scope of this Agreement.

1.7 "Project Manager" or "Construction Manager" means a person, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.

1.8 "Union" or "Unions" means the labor organizations affiliated with the Council 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. The Council and the Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

2.1 This Agreement covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation, start-up and commissioning, site preparation, survey work, soil and material inspection and testing, all on-site fabrication work, provided such work is within the fabrication provision of the Master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. This Agreement also 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 is covered by a provision of a local Master Agreement of the applicable Union(s). On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting, however, the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process, as well as the off-hauling of debris and excess fill and/or mud shall be covered by the terms and conditions of

this Agreement. All of the work described in this Section is within the scope of this Agreement and is referred to hereafter as "Covered Work."

2.2 The following shall be excluded from Covered Work:

2.2.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;

2.2.2 Equipment and machinery owned or controlled and operated by the District;

2.2.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;

2.2.4 Off-site maintenance of leased equipment and on-site supervision of such work;

2.2.5 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

2.2.6 Non-construction support services contracted by the District or any Employer in connection with this Project; and

2.2.7 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

3.1 Each Employer 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.

3.2 Each Employer 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 Employer 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, Employers shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Employer shall notify the Council in writing within five (5) business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Agreement to be Bound.

3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Employer to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Employers, 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 Employer 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 signatory to this Agreement. Any Employer that fails to provide the Council 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.

3.4 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.

4.2 During the period of construction on this Project, the Employers 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 Master Agreement. The Unions shall notify the Employers in writing

of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slow downs, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Employer. Failure of any Union or employee to cross any picket line established at the Employer's Project site is a violation of this Article.

5.2 The Union 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 same project for a period of not less than ninety (90) days.

5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.

5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Employer may suspend all or any portion of the Project work affected by such activity at the Employer's discretion and without penalty.

5.5 In lieu of, or in addition to, any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) and/or local union(s) or employer has been notified of the fact.

5.5.1 The party invoking this procedure shall notify Norman Brand or Joe Grodin, who the parties to this Agreement agree shall be the neutral, permanent Arbitrators under this procedure. In the event that either of the permanent Arbitrators is unavailable at any time, the American Arbitration Association shall select an alternative arbitrator within twenty-four (24) hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other

effective written means to the party alleged to be in violation and the involved International Union President and/or local union.

5.5.2 Upon receipt of said notice, the Arbitrators named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final and binding shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) 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 by the Union or Employer, and such Award shall be served on all parties by hand or registered mail upon issuance.

5.5.5 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. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of 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 of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification,

explanation or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.

5.7 Notwithstanding the provisions of Section 5.1 above, it is agreed that with twenty-four (24) hours prior notice to the District, a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans or fails to timely pay its weekly payroll in accordance with its agreements with the Union; provided, however, that in the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

5.8 It will not be a violation of this Agreement when the Employer considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

5.9 In the event that any applicable labor agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor 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 labor agreements, an amount equal to any such wage and benefit increases established by the new labor agreement for such work performed.

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 Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

6.2 All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and their 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 Employer and Union parties to this Agreement.

6.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement, 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 Sacramento-Sierra Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

6.3 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. Individuals violating this Section shall be subject to immediate discharge.

6.4 Each Employer shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The District will be advised in advance of all such conferences and may participate if it wishes.

ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

7.1 A joint Labor/Management meeting will be held on a monthly basis between the the Employers and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Employers on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project. The meetings may be waived from time to time if so agreed.

7.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Employer's contract. When a contract has been let to an Employer covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Employer or the District.

ARTICLE 8

MANAGEMENT RIGHTS

8.1 The Employer(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 staffing 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 District and Employer' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.

E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.

G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).

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

8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 4112.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing

protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

9.2 The District and other Employers, as well as the Unions, may bring forth grievances under this Article.

9.3 A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

9.4 Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

The Steward 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 Employer.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Employer(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be

extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

UNION RECOGNITION AND REPRESENTATION

10.1 The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

10.2 All employees performing Covered Work shall, as a condition of employment on or before the eighth (8th) cumulative day of employment on the Project, be responsible for the payment of the applicable periodic working dues and fees uniformly required for union membership in the local union that is a signatory to this Agreement. Nothing in this Agreement is intended to prevent any non-union employees from joining the local Union.

10.3 Authorized representatives of the Unions shall have access to the Project whenever Covered Work is or will be performed on the Project. All authorized representatives of the Union must comply with the required uniform check-in procedure prior to visiting the work area.

10.4 Each Union shall have the right to designate a working journeyperson as a steward. The steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's Employer and not with the employees of any other Employer. A steward shall be allowed sufficient time to perform his duties.

ARTICLE 11

REFERRAL-LOCAL HIRE

11.1 Employers performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, an Employer with a core workforce may request by name, and the local shall honor, referral of such Employer's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all of the following:

(1) Possesses any license required by state or federal law for the Project work to be performed;

(2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;

(3) Has been on the Employer's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and

(4) Has the ability to perform safely the basic functions of the applicable trade.

11.2 The Union will refer to such Employer one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of the Employer's Core Employees as a journeyman. The process will then be repeated, one for one, until such Employer's crew requirements are met, or until such Employer has hired eight (8) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Employer's work on the Project, the ratio shall be maintained. When such Employer's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Employers that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Employers.

11.3 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants from any source, but shall arrange for a dispatch to be issued for those applicants from the Union within twenty-four (24) hours of the commencement of employment, and the dispatch shall upon request be issued by the Union to the employee. Employers shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

11.4 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Employer. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the Sacramento area to meet the needs of the Project and the requirements of the industry generally. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of Sacramento County shall be first

referred for Project work, including journeymen and apprentices covered by this Agreement, until at least thirty (30) percent of the positions for Project work for a particular Employer (including the Employer's Core Employees), for each craft, have been filled with District residents. While the parties will exert diligent efforts to meet this goal, failure to attain this goal shall not be considered a material breach of this Agreement.

ARTICLE 12

APPRENTICES

12.1 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Employers will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

12.2. Apprentices may comprise up to thirty (30) percent of each craft's work force at any time, unless the standards or regulations of applicable state agencies establish a lower maximum percentage.

12.3 The parties agree to reestablish the Construction Technology Academy ("Academy") as set forth in Attachment B in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency.

ARTICLE 13

NON-DISCRIMINATION

13.1 The Unions and Employers shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any board policy or requirement including, but not limited to, the construction contract and general conditions for the Project.

13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK, SHIFTS AND HOLIDAYS

14.1 The standard work day shall be in accordance with the applicable Master Agreements. Common start times may be established by the Employer during the standard work day established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

14.2 Common shifts may be established when considered necessary by the Employer. The Employer shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.

14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

GENERAL PROVISIONS

15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the Employers and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.

15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.

15.4 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 NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, 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. Notwithstanding the provisions of this section, Articles 7, 9 and 10 of this Agreement shall apply to all Covered Work.

15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Employer 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.

ARTICLE 16

HELMETS TO HARDHATS

16.1 The Employers and Unions 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 Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter

"Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, 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.

16.2 The Unions and Employers 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 Employers and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT

17.1 This Agreement shall become effective on the day the District Governing Board ratifies this Agreement and shall continue in full force and effect until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Project as defined in Section 1.6 Project is solicited on or before December 31, 2016. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

SIGNATURES

Sacramento City Unified School District

_____ Date: _____

Name:
Title:

Sacramento-Sierra Building and
Construction Trades Council

_____ Date: _____

Name: Dennis Canevari
Title: President

UNIONS

Asbestos Workers Local #6	Laborers Local #185
Bricklayers Local #3	Millwrights Local #102
Boilermakers Local #549	Northern California District Council of Laborers
Carpenters 46 Northern California Counties Conference Board	Operating Engineers Local #3
Cement Masons Local #400	Plasterers & Cement Masons Local #300
District Council #16 International Union of Painters & Allied Trades	Pile Drivers Local #34
District Council of Plasterers & Cement Masons of Northern California	Plumbers & Pipefitters Local #447
Drywall/Latherers Local #9109	Roofers Local #81
International Brotherhood of Electricians Local #340	Sheet Metal Workers Local #104

Elevator Constructors Local #8	Sprinkler Fitters Local #669
Iron Workers Local #8	Teamsters Local #150

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: _____
Bid Number _____

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

1.) It is an Employer as that term is defined in Section 1.4 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Section1.6 and 2.1 of the Agreement), 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.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(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 Employer _____

_____
(Authorized Officer & Title)

_____

_____
(Address)

ATTACHMENT B

PROJECT LABOR AGREEMENT

Project: _____
Bid Number _____

Creation of a Construction Technology Academy. The parties have agreed to create a Construction Technology Academy ("Academy") which will be operated at the Sacramento City Unified School District's comprehensive high schools to carry out the training and employment objectives of this Attachment B. The overall objectives are to:

(a) offer opportunities and skill necessary to enter post-secondary study and to pursue lifelong learning within the broader context of the building trades industry; and

(b) develop and reinforce academic course contents standards in order to maximize career opportunities and technical competency.

Creation of Academy Steering Committee. In order to facilitate the goals of the Academy, the District and Council agree to create a steering committee which will conduct meetings at least once a month during the District academic year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design co-curricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.

The committee shall consist of eight (8) members, with three (3) of the members representing building trades JATCs, two (2) members representing the Sacramento-Sierra Building and Construction Trades Council ("Council") and three (3) members representing the District. The Academy Steering Committee, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and objectives of Attachment B in order to maximize the employability of the summer interns described below.

(1) **Annual Training Summer Sessions.** Annual summer intern training sessions developed by the Academy Steering Committee shall be made available for qualified District students nominated by the District and accepted by the Academy Steering Committee.

(a) **Purpose of Summer Training Sessions.** The purpose of the summer intern training sessions is to teach the interns employable skills in the construction trades and soft job skills applicable to any job setting. The skills sets to be taught will be determined by the Academy Steering Committee. Examples of such are work site safety, proper use of

construction tools, general employability skills and drug and alcohol information. The sessions shall include classroom and job visit components.

(b) **Number of Interns.** The goal for the summer program of 2015 shall be twenty (20) internships available for students nominated by the District and approved by the Academy Steering Committee. The Academy Steering Committee will thereafter annually set internship goals.

(c) **Number and Scope of Training Sessions.** For the first year, the number of summer training sessions shall not be less than eight (8) with each session lasting a minimum of four (4) hours. The scope of the training sessions, and the presenters, shall be developed by the Academy Steering Committee. The location of the summer training centers will be at a JATC and the JATC's will provide presenters. Attendances at the training sessions are mandatory in order to be eligible for a summer internship.

(2) **Employment of Interns.** Beginning the summer of 2015, the Council shall make arrangements for contractors working under the Project Labor Agreement and contractors signatory to the construction trades whose members will be working through the PLA, to employ up to twenty (20) interns selected by the Academy Steering Committee. The interns shall be paid no less than $10.00 per hour for on the job training, but not for periods of time attending the classroom training sessions. The training sessions shall occur over a minimum of four (4) and maximum of five (5) weeks. The number of interns each year will be determined by the Academy Steering Committee. Due to safety, prevailing wage and state law restrictions, the interns shall not be employed directly on the public works projects that are the subject of the Project Labor Agreement and this Attachment B.

(3) **Intern Program and Priority on California Apprenticeship Council Approved Program Apprenticeship Lists.**

(a) **Post-graduate Training.** The Academy Steering Committee will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.

(b) **Priority on Apprenticeship List.** The training and employment program of the interns shall be developed by the Academy Steering Committee such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved

by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union.

(4) **District Staff Training.** The parties have also agreed that the Academy Steering Committee will explore opportunities to utilize the Academy's construction skills training program, including work site safety and proper use of construction tools, to enhance the skills of District maintenance and construction staff.

(5) **Binding Effect.** This Agreement is binding on the parties and the Program Manager, as per Attachment B to this Project Labor Agreement, and their successors and assigns. However, nothing in this Attachment B shall supersede the provisions of the Project Labor Agreement, a Master Agreement or the approved standards for any building trades' union apprenticeship program.

AGREEMENT OF SUBCONTRACTOR

I, _____, by affixing my signature hereto, understand that with this Project Labor Agreement establishes a Construction Technology Academy ("Academy") to provide construction career training opportunities for District students. In order to support these objectives of the Project Labor Agreement, I agree:

1) To contact and provide the following information to the District or any Project Manager designated by the District or to the General Contractor, as determined by the District ("Project Manager"):

a. All apprentice level job openings on the Project, including:

i. description of the job, including the trade;

ii. specific qualifications, skills, and any other job requirements;

iii. name and telephone number of the person at my business who will be responsible for answering questions regarding the job opening; and

iv. description of how applicants should apply for the job.

The information described above shall be provided to Project Manager no later than when my business sends a job order to the appropriate building and construction trades unions for the job opening.

2) To work cooperatively with the Project Manager and make good faith efforts to employ qualified individuals referred by the Project Manager. "Good faith efforts" as it applies to this Project shall mean:

a. To offer the Project Manager the first opportunity to provide qualified individuals for employment consideration on apprentice level positions, subject to any collective bargaining agreements, and the standards approved by the Division of Apprenticeship Standards.

b. To interview all qualified candidates referred by the committee and to not reject any of these individuals without reasonable justifications.

c. To request construction trades unions to dispatch qualified individuals referred by the Academy Steering Committee by name when feasible, as permitted under the appropriate union Master Agreement, and rules and regulations of the Division of Apprenticeship Standards.

d. To make best efforts to hire candidates referred by the Academy Steering Committee when they are equally or better qualified than all other job applicants for the particular job opening. Offer the Project Manager the first opportunity to provide qualified individuals for employment.

e. Good faith efforts will have been met if contractor employs one or more apprentices who are residents of Sacramento County or the District on this Project or other non-District projects.

f. Failure of an employer to employ one or more apprentices who are residents of Sacramento County or the District will require such employer to employ local student(s) that have participated in the Construction Technology Academy when such student(s) are available for dispatch from the Project Manager and are qualified to perform the responsibilities of the position.

3) To maintain records that document compliance with this agreement and to provide such records to the Project Manager, General Contractor or the Academy Steering Committee upon request.

4) In the event that my business subcontracts a portion of the work agreed upon in its contract with the General Contractor, I agree to be responsible for ensuring that my subcontractors comply with all terms and conditions under this agreement, and the appropriate union Master Agreement.

5) Nothing in this agreement precludes my business from assigning existing employees to work on this project.

Dated: _____

(Print Name of Company)
By _____
(Title)
Contractor's State License #_____
_____
(Name of Prime Contractor or High Level Subcontractor)