

**PROJECT LABOR AGREEMENT PILOT PROGRAM
FOR THE COUNTY OF SANTA CRUZ**

INTRODUCTION/FINDINGS

This Project Labor Agreement is made by and between the County of Santa Cruz (hereinafter the “County”), together with its contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **“Agreement to be Bound” (Addendum A)** (hereinafter the “Employer(s)”), and the Monterey and Santa Cruz Counties Building and Construction Trades Council (hereinafter the “Council”) and the labor organizations that become signatory to this Agreement (referred to collectively herein as the “Union(s)”). Unions, Employers, Council and County are sometimes referred to herein individually as “Party” and collectively as “Parties.”

The purpose of this Agreement is to implement a pilot program (“Pilot Program”) for the use of Project Labor Agreements in the performance of the specified public works projects (“Covered Projects”) identified in this Agreement. The Parties believe that utilization of this Agreement to deliver the Covered Projects will promote the efficiency of construction operations through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Covered Projects.

WHEREAS, the timely and successful completion of the Covered Projects is of the utmost importance to meet the needs of the County and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of craft workers will be required in the performance of construction work on the Covered Projects and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on Covered Projects of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the County, the Unions, and the Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with 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 Covered Projects and to encourage close cooperation among the Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Covered Projects, insofar as a legally binding agreement exists between the Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the contract(s) for construction work on the Covered Projects will be awarded in accordance with the applicable provisions of the California Public Contract Code and all state, local and federal laws; and

WHEREAS, this Agreement is intended to facilitate compliance with Santa Cruz County Code Chapter 2.33 – Local Hiring for Public Works Projects, and will assist with the development of a skilled and trained workforce in the Counties of Santa Cruz, San Benito, and Monterey, as well as local economic development in Santa Cruz County; and

WHEREAS, the Parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Covered Projects;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I

DEFINITIONS

1.1 “Agreement” means this Project Labor Agreement.

1.2 “Agreement to be Bound” means the agreement (attached hereto as Addendum A) that shall be executed by each and every Employer as defined herein, as a condition of working on the Covered Projects.

1.3 "Apprentice" as used in this Agreement shall mean those apprentices registered and participating in an apprenticeship program following registration with the State of California, Department of Industrial Relations, Division of Apprenticeship and conducted according to Division of Apprenticeship Standards ("DAS").

1.4 "Board" means the Santa Cruz County Board of Supervisors.

1.5 “County” means the County of Santa Cruz, California and its Board of Supervisors, officers, agents and employees, including managerial personnel.

1.6 “Covered Project” means those County projects identified on the attached Addendum B, or any replacement projects identified by the County and the Council in writing utilizing the process described in that Addendum. The County’s commitment regarding solicitation of Covered Projects is more fully detailed in Addendum B. The term “Covered Project” applies to each and all projects as defined in this section, whether used in the singular or plural herein. The County shall meet with the Unions to specify and discuss the final scope of each Covered Project prior to release of the Construction Contract bid solicitation. The County shall not split, divide, or otherwise separate Covered Projects or Construction Contracts for the purpose of avoiding application of this Agreement.

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

1.8 “Construction Contract” means the public works or improvement contract(s) (including design-bid-build, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the County that are necessary to complete a Covered Project, provided that if the method of delivery is other than design-bid-build then Construction Contract shall be read to include design phase services provided by the prime contractor or their subcontractors.

1.8.1 The County reserves the right to retain consultants as the County deems necessary to provide engineering, operations, maintenance, or other specialized consulting services for the purposes of designing a Covered

Project, overseeing the performance of a Construction Contract, or operating a Covered Project once it is Completed; provided, however, that any craft work contemplated in a Construction Contract, including a Construction Contract that includes pre-construction and/or design phase services, that is covered by a Master Agreement shall be performed by craft workers covered by this Agreement.

1.9 "Core Employee" as used in this Agreement shall mean an existing employee who demonstrates the following qualifications: (1) possesses any license required by state or federal law for the Covered Work to be performed; (2) has worked a total of at least 4,000 hours in the construction craft during the three years prior to the demonstration; (3) has been on the Contractor's active payroll for at least 60 of the most recent 120 working days measured from the time of bid opening on a Covered Project; (4) has the ability to perform safely the basic functions of the applicable trade; and (5) is a Local Resident.

1.10 "Covered Work" means work performed according to a Construction Contract on a Covered Project that is described in Section 2.3 and not excluded by Section 2.4.

1.11 "Council" means the Monterey and Santa Cruz Counties Building and Construction Trades Council.

1.12 "Employer" or "Contractor" means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a Construction Contract with the County, and all contractors and subcontractors of any tier.

1.13 "Local Resident" means a Tier 1 or Tier 2 Local Resident.

1.14 "Local Small Business" means any business whose principal office is located in the County of Santa Cruz; is independently owned and operated; whose owners or equivalent (e.g., managing members, partners) reside in Santa Cruz County; that employs fifty percent (50%) or more Local Residents; that has 20 or fewer employees; and that had a gross income that did not exceed seven million dollars (\$7,000,000) in the tax year prior to the submission of a bid for a Covered Project.

1.15 "Master Agreement" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.16 "Project Labor Coordinator" means the person(s) or entity(ies) designated by the County to oversee implementation of this Agreement on a Covered Project during all phases of construction and perform data gathering functions relating to the pilot program, and as further described in Addendum F to this Agreement. The Project Labor Coordinator may, at the County's option, be the County's Project Manager for a Covered Project as described in the Construction Contract.

1.17 "Tier 1 Local Resident" means a resident of the County recruited to work on a

Covered Project pursuant to the terms of this Agreement.

1.18 "Tier 2 Local Resident" means a resident of Monterey or San Benito counties recruited to work on a Covered Project pursuant to the terms of this Agreement.

1.19 "Tier 3 Worker" is any worker recruited to work on a Covered Project pursuant to the terms of this Agreement who is not a Tier 1 or Tier 2 Local Resident.

1.20 "Union" or "Unions" means the Monterey and Santa Cruz Counties Building and Construction Trades Council and the labor organizations that are identified on the attached signature page and have executed 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 II

SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies and is limited to all Employers performing Covered Work on a Covered Project (including subcontractors at any tier) and their successors and assigns, the County, the Council, and the Unions that are signatory to this Agreement.

2.1.1 Santa Cruz County Sanitation District and Zones of Santa Cruz County Flood Control and Water Conservation District: The Council and Unions agree to extend the terms of this Agreement to the Santa Cruz County Sanitation District and any Zone of the Santa Cruz County Flood Control and Water Conservation District and those entities shall become Parties if, during the term of this Agreement, those entities elect by resolution of their governing boards to become subject to this Agreement. The County shall request that the aforementioned Districts elect to become subject to this Agreement for purposes of the Covered Projects, if they have not already. The projects identified in said resolutions shall become a “Covered Project” for the purposes of this Agreement and said District shall have the same rights as the County under this Agreement in respect to those identified projects.

2.2 Application of Agreement to Construction of Covered Projects: This Agreement applies to all Construction Contracts for a Covered Project, as those terms are defined, unless otherwise specifically excluded or limited in this Agreement.

2.2.1 This Agreement shall not apply to work related to Construction Contracts that are Completed, except that this Agreement shall continue to apply when the County directs an Employer to engage in repairs, warranty work, modifications, or “punch list work” under a Construction Contract or when an Employer performs work pursuant to a change order for a Construction Contract.

2.2.2 This Agreement shall in no way limit the County's right to terminate, modify or rescind a Construction Contract and/or any related subcontract or agreement and the County has the sole discretion and right to combine, consolidate, cancel, terminate or take other action regarding any Construction Contracts or portions of any Construction Contracts; provided, however, that in the event the County terminates any Construction Contract prior to that Covered Project being Completed, and thereafter authorizes work to be commenced or re-commenced, the continued performance of the Covered Project shall be subject to the terms of this Agreement; further provided, however, this Agreement does not apply to work performed under any takeover agreement with a surety company that has guaranteed performance pursuant to a performance bond for a public works contract.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction site staking, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities within the scope of a Construction Contract that is within the craft jurisdiction of one of the Unions and that is part of the Covered Project, including, without limitation to the following examples: landscaping and temporary fencing, temporary HVAC, geotechnical and exploratory drilling, soils and materials testing and inspection, pipelines

(including those in linear corridors built to serve the Covered Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. This Agreement also covers 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 to supply materials to the Covered Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, and operational revisions to systems and/or subsystems for the Covered Project performed after Completion if such work is included in the applicable Construction Contract.

2.3.2 This Agreement covers all on-site fabrication work over which the County and Employer possess the right of control (including work done for the Covered Project in any temporary yard or area established for the Covered Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Unions and is part of the Covered Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, 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, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the County within ten (10) days of written request or as required by the bid specifications.

2.3.4 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 Articles IV, XIII and XIV of this Agreement shall apply to such work.

2.4 Specific Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to an Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman, unless covered by a Master Agreement.

2.4.2 This Agreement shall not apply to work performed by the County's own employees.

2.4.3 This Agreement shall not apply to any non-Covered Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken

by state, county, city, or other governmental bodies or their contractors. 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. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or main point of entry shall be Covered Work if included with the scope of work of the applicable Construction Contract. Additionally, all contracted work 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.

2.4.4 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 This Agreement shall not apply to work by employees of a manufacturer or vendor if such work is necessary for the County to obtain the manufacturer's warranty or guarantee; provided, however, that the manufacturer or vendor has demonstrated by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement. Any work claimed under this exemption must be identified and discussed at the Pre-Job Conference provided in Article V.

2.4.6 Except as otherwise specified in this Agreement, this Agreement shall not apply to the procurement of furniture, fixtures, and equipment for a Covered Project; however, the installation of furniture, fixtures, and equipment shall be covered by this Agreement.

~~2.4.7 This Agreement shall also not apply to the following job classifications: surveyors, building /construction inspectors, and/or field soils and material testers hired directly by the County outside the Construction Contract for a Covered Project.~~

2.4.8 This Agreement shall not apply to employees of design consultants not covered by a Construction Contract for a Covered Project (including, but not limited to architects, engineers, master planners), or any other consultants directly contracted by the County (including, but not limited to, project managers, construction managers, inspectors and their employees and their sub-consultants, and other employees of professional service organizations); provided, however, that none of the foregoing is self-performing work ~~performed by an Employer subject to covered~~ by a Master Agreement.

2.4.9 For the avoidance of doubt, this Agreement does not apply following Completion (as set forth in this Agreement) of a Covered Project and any warranty period contained in a Construction Contract for the Covered Project.

2.4.10 In the event work is done at the site of a Covered Project by a local charitable organization that is not in the construction industry, the County may determine that such work is not subject to this Agreement provided (i) it is a donation or gift; (ii) it is done pursuant to a separate contract from the Construction Contract(s) for that Covered Project; and (iii) no aspect of the work is paid for in whole or in part out of public funds.

2.5 Award of Contracts: It is understood and agreed that the County has the right to select any qualified bidder for the award of a Construction Contract under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. The County shall provide a copy of all such invitations to bid to the Council at the time of issuance.

2.6 Competitive Bidding: The Council and Unions agree to work cooperatively with the County to facilitate competitive bidding and encourage multiple bids for Projects covered by this Agreement. To that end, the Council and the Unions will use their best efforts to conduct outreach to interested contractors and provide information to those contractors to support bidding the work and take any other reasonable steps to encourage submission of bids to the District for Projects covered by this Agreement. The Council further agrees that these reasonable steps may include, at the request of the County, consultation with the County on the contents of bid documents prior to solicitation in order to provide suggestions on driving contractor interest/identifying barriers to bid submittal by contractors; attending mandatory pre-bid meetings/site walks; providing information to prospective bidders; and consulting with the County in the event that a solicitation for a Covered Project is released and no bids are received.

ARTICLE III EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Council, the Unions and the County agree to be bound by each and all of the provisions of the Agreement. Execution of this Agreement does not constitute a commitment by the County to enter into a project labor agreement for any projects other than the Covered Projects.

3.2 By accepting the award of work under a Construction Contract for the Covered Project, whether as an Employer or subcontractor thereunder, all Employers 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 **Addendum A**.

3.3 At the time that any Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of an Employer may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Covered Project.

3.4 This Agreement shall only be binding on the signatory Parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party. Each Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Employer(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Employer(s) that are Parties to this Agreement.

3.5 It is mutually agreed by the Parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Employer(s) and the other Union(s) that are Parties to this Agreement.

3.6 The provisions of this Agreement, including the Master Agreements incorporated herein by reference, shall apply to the work 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 IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, the County, and the Employer(s) covered by this Agreement agree that for the duration of the Covered Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, by the Unions or employees employed on the Covered Project:

(a) at the job site of the Covered Project for any reason, or

(b) any other County facility because of a dispute on a Covered Project.

Disputes arising between the Unions and Employer(s) on other County projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by an Employer of workers employed on the Covered Project.

4.1.3 If a Master Agreement expires before the Employer completes the performance of work under a Construction Contract and the Union or Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Covered Project, the Union shall give the County and the Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Employers' or their subcontractor's workforce, during which time the Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the County or any Employer contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying

with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any Party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A Party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 13.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the County, the involved Employer, and the Party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the County will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any Party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued 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) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. Should a Party, found in violation of this Article fail to comply with the arbitrator's award ordering the Party to cease the violation, the Party in violation shall pay to the affected Party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The Party filing such enforcement proceedings shall give written notice to the other Party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any Party's right to seek or participate

in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the Party instituting the arbitration proceedings provided in this Article and the Party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the County and the Council shall mutually agree to a replacement.

ARTICLE V
PRE-JOB CONFERENCES

5.1 Timing: The Project Labor Coordinator shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to the commencement of any Covered Work under any Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Employer and each affected Union, and the Council and County may attend at their discretion.

5.3 The pre-job conference shall include at a minimum, but shall not be limited to, the following subjects:

- 5.3.1 A listing of each Employer's scope of work;
- 5.3.2 The craft assignments;
- 5.3.3 The estimated number of craft workers required to perform the work;
- 5.3.4 Transportation arrangements;
- 5.3.5 The estimated start and completion dates of the work;
- 5.3.6 Identification and discussion of pre-fabricated materials; and
- 5.3.7 Identification and discussion of exclusions.

5.4 Review Meetings: In order to ensure that the terms of this Agreement are being fulfilled and the concerns of the County, Unions and Employers are addressed, the County, and the Council, or designated representatives thereof, shall meet on a periodic basis during the term of construction, and the Unions may attend at their discretion.

ARTICLE VI
NO DISCRIMINATION

6.1 This Article is intended to preserve the dignity and professionalism of the workplace and construction site as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status. Discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status, are contrary to the values of the County, Employers and the Unions. The County, Employers and the Unions will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, medical condition or any other protected characteristic protected by state or federal employment law, nor will it tolerate unlawful harassment, or retaliation. All Employers and employees are responsible for conducting themselves in accordance with this Article. Any employee proven to be in violation of this Article may be subject to immediate removal from the workplace and construction site and/or termination of employment.

6.2 All Employers and all Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment when conducting work pursuant to this Agreement.

6.3 Any Party which becomes aware of conduct which may violate this Article shall promptly investigate and take appropriate corrective action.

ARTICLE VII
UNION SECURITY

7.1 The Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Covered Project.

7.2 The 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 to join a Union or to pay dues or fees to a Union as a condition of working on a Covered Project. Nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to Employers signatory to such Master Agreements and as to employees of those Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Covered Project site whenever work covered by this Agreement is being, has been, or will be performed on a Covered Project.

ARTICLE VIII

REFERRAL

8.1 Employer(s) performing construction work on the Covered Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Employers may utilize Core Employees as provided in Addendum C and Addendum D, as applicable.

8.3 Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman that it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

8.4 It is in the interest of the Parties to facilitate the employment of Local Residents through this Agreement. Accordingly, the Employers shall request, and the Unions shall refer, workers in the order of preference described in Addendum E. In addition, reporting on the employment of Local Residents shall be done in accordance with Addendum E.

8.5 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall be free to obtain the worker(s) from any source.

8.5.1 An Employer who hires a worker(s) to perform Covered Work on the Covered Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

ARTICLE IX
WAGES AND BENEFITS

9.1 The Employers agree to pay all benefit contributions required by the applicable Master Agreement(s), including but not limited to vacation, pension and/or other deferred compensation, apprenticeship, worker protection and assistance, health benefit, and any other funds established by the applicable Master Agreement(s) for each hour worked on the Covered Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements for the benefit funds described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Employers 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 they were appointed by the Employers. The Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Covered Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is 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.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

ARTICLE X
APPRENTICES

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Employers shall employ Apprentices from a California state-approved Joint Labor-Management Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

10.2 Apprentice ratios will be in compliance with applicable provisions of the California Labor Code and the applicable state prevailing wage determination.

10.3 To the extent allowed by law, Apprentices shall be hired and/or employed in accordance with Addendum E.

10.4 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 XI
HELMETS TO HARDHATS

11.1 The Employers and Unions recognize a 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 Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

11.2 The Unions and Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Covered Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XII
COMPLIANCE

12.1 It shall be the responsibility of the Employers and Unions to investigate and monitor compliance with the provisions of Article IX of this Agreement. 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 from Employers on the Covered Project. Because the Covered Project is a public work subject to the California Labor Code, the County shall monitor and enforce the Employers' compliance with state prevailing wage requirements as well as this Agreement.

ARTICLE XIII
GRIEVANCE ARBITRATION PROCEDURE

13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which an Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

13.2 Employee Discipline: 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 Project shall be disciplined or discharged without just cause.

13.3 No grievance shall be recognized unless the grieving Party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or an Employer on its own behalf) provides notice in writing to the Party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved Party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Employer, or the Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which Party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. A representative from the County, which may be the Project Labor Coordinator, and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either Party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the

list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

13.5 The decision of the arbitrator shall be final and binding on all parties to the arbitration. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties to the arbitration. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a Party from the presiding arbitrator.

13.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the County withhold and retain an amount from what is due and owing to the Employer(s) against whom the grievance is filed, or its higher-tier Employer, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the County until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

13.9 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the County and the Council shall mutually agree to a replacement.

ARTICLE XIV
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 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.

14.2 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.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Andrea Dooley, 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.

14.4 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.

14.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The County and the Project Labor Coordinator 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 XV
MANAGEMENT RIGHTS

15.1 Consistent with the Master Agreements, the Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVI
DRUG AND ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the workday is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Master Agreement.

ARTICLE XVII
SAVINGS CLAUSE

17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the County and the Council shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the County and the Council is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the County from complying with all or part of the Agreement's provisions, and the County 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 IV; provided, however, that the Unions and their members shall remain bound to Article IV with respect to all Employers who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Employer.

ARTICLE XVIII
TERM

18.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent solicitations for Covered Projects, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for that Covered Project.

18.2 Term: This Agreement shall become effective on the day it is executed by the County and the Council and shall run for a period of five (5) years from that date; provided, however, that this Agreement shall apply until the Completion of each Covered Project in accordance with Sections 1.7 and 2.2.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

19.1 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.

19.2 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.

19.3 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. Faxed or emailed signature pages transmitted to other Parties to this Agreement shall be deemed the equivalent of original signatures.

19.4 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 signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

19.5 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.

19.6 This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the laws of the United States of America. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement that do not fall within the provisions of Articles IV, XIII or XIV shall be instituted in the Superior Court of the County of Santa Cruz, State of California.

19.7 The County, Council and Unions shall each be responsible for their own legal costs including all attorneys' fees and associated disbursements that might accrue with regard to any legal challenge by a third party (not including an Employer) to either (i) the adoption by the County of this Agreement or (ii) the legality of this Agreement.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

<p>COUNTY OF SANTA CRUZ ("County")</p> <p>By: _____ Chairperson Date Santa Cruz County Board of Supervisors</p>	<p>MONTEREY/SANTA CRUZ COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL ("Council")</p> <p>By: _____ Date Name & Title: _____</p>
<p>APPROVED AS TO FORM</p> <p>JASON M HEATH, COUNTY COUNSEL</p> <p>By: _____ Justin A. Graham Date Assistant County Counsel</p>	<p>APPROVED AS TO FORM</p> <p>WEINBERG ROGER & ROSENFELD</p> <p>By: _____ Jolene Kramer, Esq. Date</p>
<p>APPROVED AS TO INSURANCE</p> <p>By _____ Risk Management Date</p>	

UNION SIGNATURES

Bricklayers, Tile Setters and Allied Craftworkers, Local 3 _____	District Council 16 of the IUPAT, for Carpet, Linoleum, Soft Tile Workers, Local 12; Glaziers, Arch. Metal & Glassworkers, Local 1621; and Painters & Drywall Finishers, Local 272 _____
Heat & Frost Insulators & Allied Workers, Local 16 _____	International Brotherhood of Boilermakers, Local Lodge 549 _____
International Brotherhood of Electrical Workers, Local 234 _____	International Union of Elevator Constructors, Local 8 _____
Ironworkers, Local 155 _____	Ironworkers, Local 377 _____
Northern California District Council of Laborers, for LIUNA Local 270 _____	Northern California Carpenters Regional, Council, for Carpenters Local 646 _____
Operating Engineers, Local 3 _____	Operative Plasterers' and Cement Masons, Local 300 Of Northern California _____
Roofers And Waterproofers Union, Local 95 _____	Sheet Metal Workers, Local 104 _____
Teamsters, Local 853 _____	Teamsters, Local 856 _____

United Association, Local 62, Plumbers and Steamfitters 	United Association, Local 355, Underground Landscaping and Plumbers Union
United Association, Local 669, Sprinkler Fitters 	

Addendum A

AGREEMENT TO BE BOUND

[Date]

[Addressee]

[Address]

Re: County of Santa Cruz Project Labor Agreement
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a Party to and bound by the County of Santa Cruz Project Labor Agreement ("Agreement") as such Agreement may, from time to time, be amended or interpreted pursuant to its terms, in regard to its work on the following Covered Project:

Project Name: _____

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 9.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a Party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

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

Employer Name: _____

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: _____

Addendum B

COVERED PROJECTS LIST / PILOT PROGRAM IMPLEMENTATION

B.1 Covered Projects. This Agreement applies only to Covered Work performed under the Construction Contract for the following Covered Projects:

- B.1.1 Buena Vista Road Full Depth Reclamation.
- B.1.2 County Facility Energy Savings Project.
- B.1.3 Buena Vista Transfer Station.
- B.1.4 1400 Emeline HVAC Replacement Project.
- B.1.5 Anna Jean Cummings Park Athletic Sports Field Improvements.
- B.1.6 Rail Trail Segment 10/11.
- B.1.7 Ben Lomond Transfer Station.
- B.1.8 South County Behavioral Health Facility.
- B.1.9 South County Health Campus / Clinic.
- B.1.10 Wheelock Facility Improvements.

B.2 The County shall provide the Council with additional information as to the scope of the Construction Contract(s) for, and estimated dollar value of, each Covered Project prior to bid.

B.3 Compliance with CEQA. In accordance with the California Environmental Quality Act ("CEQA"), nothing in this Agreement commits the County to undertake any act or activity requiring the subsequent independent exercise of discretion by the County. The Covered Projects shall only be performed if and after certification, adoption or approval of any analysis required under CEQA. The Parties acknowledge that compliance with CEQA will be required in connection with consideration of the Covered Projects, and the County shall retain the discretion in accordance with CEQA and other applicable law to (1) adopt or certify an environmental analysis of a Covered Project or any portion thereof, prepared in accordance with CEQA, (2) change the scope of Covered Projects, identify and impose mitigation measures to mitigate significant environmental impacts, and/or limit the anticipated scope of any required public improvements, (3) select other feasible alternatives to avoid significant environmental impacts, including the "no project" alternative, or (4) adopt a statement of overriding considerations in accordance with Public Resources Code Section 21081(b) relative to any significant environmental impacts of a Covered Project or any portion thereof, or implementation of any required public improvements, prior to taking final action if such significant impacts cannot otherwise be avoided, or (5) determine not to proceed with the Covered Projects or any portion thereof. Any action taken by the County in the exercise of its discretion relating to any analysis required by CEQA, shall not constitute a default or a breach of the terms of this Agreement by the County. In the event that the County determines

not to proceed with a Covered Project, the County and Council will implement the procedures set forth in Section B.4.2.3 below.

B.4 Pilot Program. The intent of the County in limiting this Agreement to the enumerated Covered Projects is to learn more about the utility and implementation of project labor agreements to the performance of public projects within the County's jurisdiction.

B.4.1 Commitment by the County to Solicit Covered Projects Subject to Agreement. Subject to the limitations described herein, the County commits to requiring that the Covered Projects be performed according to this Agreement.

B.4.2 Cooperation to Identify and Replace Covered Projects. The County plans and intends to perform each of the Covered Projects and require their performance according to this Agreement, but cannot commit to soliciting and awarding each project identified as a Covered Project for various reasons, including but not limited to the independent decision-making authority of the County's Board of Supervisors and budgetary constraints.

B.4.2.1 The County and Council shall meet once yearly on a mutually agreeable date in July or August to identify the budgetary status of each identified Covered Project, and other issues that arise that may, or will, prevent or make impractical the performance of the Covered Projects.

B.4.2.2 The County also promises to apprise Council of any circumstance which would likely prohibit or make impractical the performance of a Covered Project as soon as that circumstance becomes known.

B.4.2.3 In the event that it is likely that a Covered Project will not be performed or would be impractical for the County to perform, for any reason including, but not limited to, lawsuit, budgetary constraints/decisions, lack of grant or other third-party funding, permitting issues, or the like, the County and Council shall meet and confer in good faith, and identify a replacement project of comparable type and value (if available) and at least \$1 million dollars to use as a substitute for that Covered Project. Neither Party may unreasonably withhold its agreement to the substitution of a Covered Project. If such a substitute project is agreed upon, the Parties shall memorialize that substitution by written amendment to this Agreement. The Parties intend for this Agreement to apply to ten (10) projects during the Term and will make every best effort to ensure that ten (10) projects are performed with application of this Agreement for purposes of the County's pilot program.

B.4.2.4 In the event that any Covered Project is or will not be advertised for bid within the Term of this Agreement but has not been substituted for another project pursuant to the procedure set forth in Section B.4.2.3, the County Board of Supervisors shall consider, in a public forum, whether to apply this Agreement to that Covered Project or a substitute project following the expiration of the Term.

B.4.3. Notwithstanding any other provision of this Agreement, in the event that the County solicits bids for one or more of the Covered Projects with an Engineer's Estimate of \$3,000,000 or less and either (i) no bids are received, or (ii) proposals received are equal to or

greater than ~~twenty-five~~ten percent (~~25~~10%) above the engineer's original cost estimate and the Board of Supervisors elects not to award the Construction Contract for the Covered Project, the Parties ~~shall~~may utilize the methodology in Section B.4.2.3 to attempt in good faith to identify a replacement project of comparable type and value (if available) and at least \$1 million dollars to use as a substitute for that Covered Project. If such a substitute is agreed upon, the Parties shall memorialize that substitution by written amendment to this Agreement.

Addendum C

CORE EMPLOYEES

C.1 It is the intent of the Parties to preserve existing employment relationships and operational efficiencies wherever possible. Furthermore, the Parties acknowledge and agree that there are efficiencies to be gained by utilizing existing workforces.

C.2 The Parties further agree that it is a goal of this Agreement to stimulate the economic development of Santa Cruz County and surrounding communities, including by directing work to local businesses and workers wherever possible.

C.3 For the foregoing reasons, the Parties agree as follows:

C.3.1 If a Contractor not signatory to a Master Agreement has its own core workforce, the Contractor may request by name, and the Union will honor, referral of Core Employees as journeypersons pursuant to the process set forth herein. Upon request, the Contractor shall provide the Union with satisfactory proof of the Core Employee's eligibility as set forth in Section 1.9.

C.3.2 A Contractor who hires any Core Employee to perform Covered Work shall provide the Council and the appropriate Union with the name, address, craft classification, and other required payroll information for such Core Employee, and refer such Core Employee to the appropriate Union to be dispatched, before the Core Employee starts working on the Project.

C.3.3 The Union and the Contractor shall use an alternating process by which the Union shall refer one (1) journeyperson employee from the hiring hall out-of-work list, and then shall refer one (1) of the Contractor's Core Employees as a journeyperson, and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired three (3) Core Employees, whichever occurs first. Thereafter, all additional employees shall be hired from the applicable hiring hall. For the duration of the Contractor's work on the Covered Project, the ratio shall be maintained and when the Contractor's workforce is reduced, the Contractor shall layoff Core Employees using the same alternating process.

C.4 Any additional workforce needs shall be requested and dispatched from the Union hiring hall.

Addendum D

CORE WORKERS FOR LOCAL SMALL BUSINESS SUBCONTRACTORS

D.1 It is the Parties' intent that this Agreement facilitate local economic development, and that to the fullest extent possible it will allow the participation of local small businesses as subcontractors to the Construction Contracts for all Covered Projects.

D.2 To that end, in the event a subcontractor (but not a prime contractor) is a Local Small Business as defined in this Agreement, is not signatory to a Master Agreement, and has its own core workforce, the Contractor may request by name, and the Union will honor, referral of Core Employees as journeypersons pursuant to the process set forth herein. Upon request, the Contractor shall provide the Union with satisfactory proof of the Core Employee's eligibility as set forth in Section 1.9.

D.2.1 A Contractor who hires any Core Employee to perform Covered Work shall provide the Council and the appropriate Union with the name, address, craft classification, and other required payroll information for such Core Employee, and refer such Core Employee to the appropriate Union to be dispatched, before the Core Employee starts working on the Project.

D.2.2 The Union and the Contractor shall use an alternating process by which the Union shall refer one (1) of the Contractor's Core Employees as journeypersons, and then shall refer one (1) journeyperson employee from the hiring hall out-of-work list, and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) Core Employees, whichever occurs first. Thereafter, all additional employees shall be hired from the applicable hiring hall. For the duration of the Contractor's work on the Covered Project, the ratio shall be maintained and when the Contractor's workforce is reduced, the Contractor shall layoff Core Employees using the same alternating process.

D.3 Any additional workforce needs shall be requested and dispatched from the Union hiring hall in accordance with the applicable Master Agreement, including any available procedures for name call or other priority referral procedures.

D.4 In lieu of the process described in Section D.2 above, a Union may voluntarily agree via a separate written arrangement to allow a Contractor with a principal place of business in Santa Cruz County that is ~~Local Small Business~~ performing work on a Covered Project as a subcontractor to utilize additional Local Residents for Project Construction.

Addendum E

LOCAL EMPLOYMENT PREFERENCE

E.1 It is the intent of the Parties to utilize this Agreement to stimulate economic growth and develop a skilled and trained workforce in Santa Cruz County and neighboring communities.

E.2 To the maximum extent allowed by law and consistent with the Unions' hiring hall provisions, as long as they possess the requisite skills and qualifications, the Unions shall refer Local Residents to meet the Covered Work labor requirements of a Covered Project, in accordance with this Addendum E. For the avoidance of doubt, all Employers shall comply with the employment preferences and procedures set forth in this Addendum E, regardless of whether they are otherwise signatory to a Master Agreement. Employers that are signatory to Master Agreements shall utilize any available name call provisions in accordance with this Addendum E.

E.2.1 Employers shall employ and shall request referrals of qualified workers from Union hiring halls as follows:

E.2.1.1 First, qualified Tier 1 Local Residents shall be referred;

E.2.1.2 Second, qualified Tier 2 Local Residents shall be referred;

E.2.1.3 Third, qualified Tier 3 Workers shall be referred;

E.2.1.4 The Employers shall engage in this employment preference methodology every time a referral request is made for workers for a Covered Project.

E.2.2 This hiring preference shall apply to both Skilled Journeypersons and Apprentices. For the avoidance of doubt, Employers shall engage in the above-described employment preference methodology regardless of whether they are signatory to a Master Agreement.

Addendum F

PROJECT LABOR COORDINATOR ~~DATA-GATHERING / ADMINISTRATIVE~~ FUNCTIONS

F.1 The County intends to employ or hire a Project Labor Coordinator in order to monitor the performance of the Pilot Program created under this Agreement and measure its success in meeting its stated goals, including employment of Local Residents, and opportunities for improving outcomes relating to those goals.

F.2 The Parties agree to reasonably cooperate with the Project Labor Coordinator's data gathering functions, and to reasonably provide requested data and documents, which functions may include, but shall not be limited to:

- i. Consulting with Contractors and Unions regarding the experience of implementing the Agreement;
- ii. Assessing local hire efficacy, including breakdown of Tier 1 Local Resident and Tier 2 Local Resident referrals by trade, with consideration given to the type of construction and number of involved trades for any given Covered Project;
- iii. Apprenticeship utilization;
- iv. Local Small Business participation;
- v. Status of Covered Projects; and
- vi. Other issues that arise during implementation of the Pilot Program.

F.3 For each Covered Project, the Parties may elect to periodically meet in order to discuss any issues related to implementation of the Agreement in regard to that Covered Project, monitoring success in meeting local hiring goals, workforce development goals, or other issues of mutual concern relating to delivery of the Covered Project, and attempting to informally resolve any disputes. Such meetings may be called by either the County through the Project Labor Coordinator, or by the Council.

F.3.1 The County and Council may bring an equal number of representatives to such a meeting. For avoidance of doubt, representatives from the General Contractor and the Project Labor Coordinator shall count as County representatives.

F.3.2 If the meeting is based on data gathered by the Project Labor Coordinator, or reports compiled based on that data, the Project Labor Coordinator shall provide said data and/or reports to the Unions and County at a reasonable time prior to the date of that meeting.

F.4 Pursuant to instructions from the County, the Project Labor Coordinator shall utilize certified payroll reports to compile a semi-annual report assessing the number of Tier 1 Local Residents, Tier 2 Local Residents, and Tier 3 Workers employed on the Covered Project. In that event, the Project Labor Coordinator shall provide said report for review/comment to the County, the Council, and the Unions. In the event the report will be discussed in a public meeting, the

Project Labor Coordinator shall provide said report for review/comment to the County, the Council, and the Unions at least ten (10) days prior to the public meeting.