

ATTACHMENT 6

RFQ - CMAR Concourse B Expansion & Terminal Improvements
Project

**SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS
COMMUNITY WORKFORCE AND TRAINING
AGREEMENT
FOR THE REMAINING
SMFORWARD PROJECTS:**

Terminal B Parking Garage

Concourse B Expansion

Terminal A Expansion

Ground Transportation Center

New Terminal A Exit Road

Consolidated Rental Car Facility

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COMMUNITY WORKFORCE AND TRAINING AGREEMENT

This Community Workforce and Training Agreement (“Agreement”) is made and entered into this 27th day of March 2024 by and between the County of Sacramento, a political subdivision of the State of California (“County”); the Sacramento-Sierra’s Building and Construction Trades Council (“Trades Council”); the local unions who have executed this Agreement (individually “Union” or collectively the “Unions”); and Contractors that have signed Agreements to be Bound as set forth herein. The County, Trades Council, Unions, and Contractors shall sometimes be referred to collectively as the “Parties.”

INTRODUCTION/FINDINGS

A. The County owns and operates the Sacramento International Airport (“Airport”) through its Department of Airports (“Department”) and has approved a \$1.3 billion expansion program known as “SMForward” to accommodate projected passenger growth over the next several years. SMForward includes the following projects (each, a “Project”): (i) Terminal B Parking Garage; (ii) Concourse B Expansion; (iii) Terminal A Expansion; (iv) Ground Transportation Center; (v) New Terminal A Exit Road; and (vi) Consolidated Rental Car Facility (collectively, “Remaining SMForward Projects”).

B. SMForward represents one of the largest construction programs in the County’s history, and the timely and successful completion of the Remaining SMForward Projects is critical to the County’s ability to meet the region’s rapidly growing commercial air transportation needs in the coming years. As the only airport in the Sacramento metropolitan area offering scheduled commercial airline service, the Airport plays a key role in supporting the region’s trade-dependent economy. Each Project comprising the Remaining SMForward Projects will provide significant improvements and upgrades to enhance the convenience, comfort, and accessibility of the Airport for all.

C. The purpose of this Agreement is to promote efficiency of construction operations on the Remaining SMForward Projects, thereby promoting the public interest in assuring the timely and cost-effective completion of such projects, and supporting the County’s efforts to increase employment opportunities for workers who are Local Area Residents and provide construction career training and employment opportunities for the County’s at-risk youth, military veterans, women, and other disadvantaged residents through local apprenticeship and pre-apprentice programs.

D. The County has determined that applying a uniform workforce agreement to the Remaining SMForward Projects will provide efficiency for the County and its contractors. The Projects will require multiple contractors and bargaining units to be on the job site at the same time over an extended period of time, increasing the potential for work disruption in the absence of an overriding commitment to maintain continuity of work. The Contractors and the Unions desire to mutually establish and stabilize wages, hours, and working conditions for

the workers employed on the Remaining SMForward Projects in order to promote a satisfactory, continuous, and harmonious relationship among the Parties. Moreover, the interests of the Parties and of the general public and taxpayers would be best served if construction of the Projects proceeded in an orderly manner without disruption and delay.

E. The Parties pledge their full good faith and trust to work towards a mutually satisfactory completion of the Remaining SMForward Projects subject to this Agreement.

F. In order to further support the goals and benefits set forth in this Agreement, the County will designate a Project Labor Administrator to monitor the Parties' compliance with this Agreement and assist with developing, implementing, and administering the requirements, policies, and programs referenced herein.

G. Public Contract Code Section 2500 et seq. authorizes the County to enter into project labor agreements for public works projects that contain guarantees against work stoppages, strikes, lockouts, and similar disruptions provided certain taxpayer protection provisions are also included.

H. On September 12, 2023, by Resolution No. 2023-0762, the County's Board of Supervisors authorized the Director of Airports ("Director") to require a community workforce and training agreement for the Remaining SMForward Projects.

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

ARTICLE 1 DEFINITIONS

As used herein, the following words and phrases shall have the meanings set forth in this Article 1. Words used in the masculine gender include the feminine, and vice versa. The singular number includes the plural, and the plural includes the singular.

1.1. "**Agreement**" means this Community Workforce and Training Agreement.

1.2. "**Agreement to be Bound**" means the agreement (attached hereto and incorporated herein as Exhibit A) required to be executed by any Contractor working on the Project as a precondition to performing Covered Work on the Project.

1.3. "**Airport**" means the Sacramento International Airport operated by the Department as a public airport.

- 1.4. **“Apprenticeship Program”** means a joint labor-management apprenticeship program approved by the California Division of Apprenticeship Standards.
- 1.5. **“Board”** means the Sacramento County Board of Supervisors.
- 1.6. **“Construction Contract”** means all public works contracts and subcontracts approved by the County or its prime Contractor for a Project, including design-bid, design-build, lease-leaseback, or other contracts under which Covered Work is performed.
- 1.7. **“Contractor” or “Contractor(s)”** means an individual, firm, partnership, owner-operator, limited liability company, corporation, joint venture, proprietorship, trust, association, or other entity, and any successors or assigns of such persons or entities, to whom the County awards a Construction Contract for the performance of Covered Work. Contractor includes the prime Contractor for each Project and includes any subcontractor of any tier who has signed a contract with a Contractor or another subcontractor for Covered Work.
- 1.8. **“County”** means the County of Sacramento, a political subdivision of the State of California, as represented and governed by its Board.
- 1.9. **“Covered Work”** means the work required for each Project that is subject to this Agreement, as more particularly described in Article 2.
- 1.10. **“Department”** means the County’s Department of Airports.
- 1.11. **“Director”** means the Department’s Director of Airports and his/her authorized representatives.
- 1.12. **“Final Trade Assignment”** means the document submitted by a Contractor to the Project Labor Administrator when there are competing claims for specific Covered Work, as more particularly described in Section 18.5.
- 1.13. **“Jobs Coordinator”** means a designee of the Project Labor Administrator tasked with implementing, overseeing, and coordinating the workforce training and development activities and actions described in Article 10.
- 1.14. **“Local Contractor”** means a business authorized to do business in California that has obtained a business license from the County a full year prior to bidding on the Project and has a permanent physical office in the County.
- 1.15. **“Local Area Resident”** means a resident of the areas within the Counties of Sacramento, Yolo, Placer, El Dorado, Amador, Sutter, Nevada, and Sierra.

1.16. "**Master Agreement**" means the master collective bargaining agreement of each craft union signatory hereto, including any agreements incorporated by reference therein.

1.17. "**Non-signatory Contractor**" means a Contractor that is not a signatory to any Master Agreement.

1.18. "**Project Labor Administrator**" means a third-party independent entity designated by the County to administer this Agreement by monitoring and assisting with the Parties' compliance with this Agreement; assisting with the development, implementation, and administration of the requirements, policies, and programs referenced herein; and serving as a resource to all Parties.

1.19. "**Proposed Trade Assignment**" means the document submitted by a Contractor to the Project Labor Administrator describing work assignments and additional information requested in Article 18.

1.20. "**Targeted Resident**" means a Local Area Resident who also fits one or more of the following categories: (i) female; (ii) a minority; (iii) a person who is experiencing, or in the last year prior to employment on the Project has experienced, homelessness; (iv) a veteran; (v) an individual who receives, or is a member of a family that receives, cash payments under a federal, state, or local income-based public assistance program; or (vi) an individual who receives, for the six-month period prior to employment on a Project, an income, or is a member of a family that received a total family income (exclusive of unemployment compensation, child support payments, public assistance, and old-age and survivors insurance benefits received under Section 202 of the Social Security Act) that, in relation to family size, does not exceed the higher of: (a) the poverty line, for an equivalent period, or (b) seventy percent of the lower living standard income level.

1.21. "**Trades Council**" means the Sacramento-Sierra's Building and Construction Trades Council.

1.22. "**Union**" or "**Unions**" means the labor organizations that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Trades Council and the Unions may be collectively referred to herein as the "Unions."

ARTICLE 2 SCOPE OF AGREEMENT

2.1. Covered Work. This Agreement covers all on-site construction, demolition, alteration, painting, or repair of buildings, structures and other works and related activities for the Project which are within the craft jurisdiction of one of the Unions and which are directly a part of the Project, including, without limitation, site preparation, survey work, soils and material inspection and testing (excluding work performed by a civil, mechanical, geotechnical or other licensed engineer whose scope of work is not covered by a Master Agreement), hazardous material remediation, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, construction abatement, 3D BIM modeling and mechanical computer aided drafted and/or hand detailing of shop and field drawings used for fabrication and/or erection of HVAC Duct Work, plumbing and mechanical piping systems, and associated installation materials, start-up and commissioning, all on-site fabrication work provided such work is within the fabrication provision of a Master Agreement of one of the Unions, demolition of existing structures, and all on-site fabrication work over which the Contractor possesses the right of control. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas near the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. All fabrication work over which the Contractor possesses the right of control, including, without limitation, the fabrication of air-handling systems and ducts and HVAC sheet metal work, custom pipe, glazing and custom conduit, and which is traditionally claimed as on-site fabrication, shall be performed on-site. For the convenience of the Contractor, such work may be performed off-site. In that event, such fabrication work shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or a fabrication agreement approved by the craft's International Union. This Agreement also covers all off-site work, including fabrication necessary for the Project, that is traditionally performed by any of the Unions, provided such work is covered by a Master Agreement. Purchase of manufactured items in a genuine manufacturing facility for the supply of products is not considered fabrication. All the work described in this Section is within the scope of this Agreement and is referred to as "Covered Work."

2.2. Exclusions. Excluded from the definition of Covered Work under this Agreement are:

2.2.1. All work performed by non-manual employees, including superintendents, supervisors, staff engineers, architects, design professionals, timekeepers, mail carriers, clerks, office workers, messengers, guards, quality control and quality assurance personnel, safety personnel, emergency medical and first aid technicians, and other professional, engineering, architectural, technical, administrative, supervisory and management employees not covered by the Master Agreement of one of the Unions.

2.2.2. Any work performed by federal, state, county, city, or other governmental bodies, or their contractors (other than Covered Work as defined in Section 2.1 above), or by public and private utilities or their contractors.

2.2.3. Off-site maintenance of leased equipment and on-site supervision of such work.

2.2.4. Work performed by tenants, lessees, permittees, and concessionaires at the Airport, including their subtenants or subcontractors, necessary or incidental to the operation of a transportation or concessions business, unless such work is included in a Construction Contract for the Project.

2.2.5. Work performed by employees of an Original Equipment Manufacturer ("OEM") or vendor on the OEM's or vendor's equipment if required by the warranty agreement between the OEM or vendor and the County in order to maintain the warranty or guarantee on such equipment, and provided that the warranty agreement is the OEM's or vendor's usual and customary warranty agreement for such equipment and is consistent with such industry practice.

2.2.6. Specialized or technical work requiring specialized training, unique skills, and/or a level of specific technical experience that the Unions do not possess, including the use of specialty equipment and tools. Before any Contractor subcontracts any work subject to this exception, such Contractor shall give the Trades Council and the Project Labor Administrator at least ten (10) working days' notice. Any specialized or technical work covered by this exclusion shall be discussed at the Pre-Job Conference.

2.2.7. The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off hauling of debris and excess fill, material and/or mud, shall be covered by this Agreement.

2.2.8. Laboratory work, testing or inspections not covered by the Master Agreement of one of the signatory Unions.

2.2.9. Non-construction support services contracted by the County, Project Labor Administrator, or any Contractor in connection with the Project.

2.2.10. All work performed by employees of the County or its contractors involving general maintenance, emergency repairs, and/or cleaning at the Airport.

2.2.11. All maintenance, operations, janitorial services, emergency, and special event work performed at the Airport at the direction of the Director in his/her sole discretion, or as otherwise authorized by the Board and its designees.

2.2.12. Work implementing the Department's environmental and hazardous materials management programs and integrated security systems at the Airport unless such work is included in a Construction Contract for the Project.

2.2.13. All off-site manufacture and handling of materials, equipment, or machinery (except at dedicated staging, lay-down or storage areas or as otherwise set forth in Section 2.1, above).

ARTICLE 3 EFFECT OF AGREEMENT

3.1. By executing the Agreement, the Unions and the County agree to be bound by the terms and conditions of the Agreement. This Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement. Notwithstanding any other provision of this Agreement, the County has the absolute right to select any qualified bidder for the award of Construction Contracts and to enforce all provisions of its Construction Contracts. The bidder needs only be willing, ready, and able to execute the Agreement to be Bound and comply with this Agreement. All qualified contractors and subcontractors (as determined by the County) may bid and be awarded work on the Project without regard to whether they are otherwise parties to Master Agreements provided they comply with the provisions of this Agreement.

3.2. By accepting the award of a Construction Contract for the Project, whether as a contractor or subcontractor, the Contractor(s) agrees to be bound by each and every provision of the Agreement, and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Exhibit A. No Contractor shall commence Covered Work without first providing a copy of the executed Agreement to be Bound to the Project Labor Administrator at least seven (7) calendar days before the Pre-Job Conference.

3.3. At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement to such subcontractor, and shall require their subcontractor, as a condition to accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Exhibit A. Nothing in this Agreement shall in any manner whatsoever limit the right of any Contractor to subcontract Covered Work or to select its subcontractors; provided, however, that all Contractors assigning, awarding, contracting, or performing, or authorizing another to assign, award, contract, or perform, Covered Work shall be required to comply with the provisions of this Agreement.

3.4. This Agreement is only binding on the signatories and their successors and assigns, and does not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor is 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 Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations, and duties between the Union(s) and other Contractor(s) party to this Agreement. The liability of each Contractor and of the separate Unions under this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union does not affect the rights, liabilities, obligations, and duties between the Contractor(s) and the other Union(s) party to this Agreement. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among County, or any Contractor, or the Project Labor Administrator.

3.5. The provisions of this Agreement 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.

3.6. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Master Agreement and is not covered by this Agreement, the provisions of the Master Agreement shall govern unless otherwise provided herein. Any dispute as to the applicable source as between this Agreement and the Master Agreement shall be resolved under the grievance procedures of Article 13.

ARTICLE 4 WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, walk-outs, or interference with Covered Work by the Unions or their respective members, officers, agents, representatives, or employees and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line related to the work that is subject to this Agreement is a violation of this Article. For purposes of this Agreement, "lockout" refers only to Contractor's exclusion of employees to secure collective bargaining advantage, and does not refer to Contractor's discharge, termination, or layoff of employees in the exercise of his or her rights pursuant to this Agreement or any other agreement, nor does "lockout" refer to County's decision to stop, suspend, or discontinue any Covered Work or portion thereof for any reason.

4.2. The Parties shall not sanction, aid or abet, encourage, or continue any activity which violates this Article and shall undertake all reasonable steps necessary to prevent or to terminate any such activity and obtain compliance with this Article. Any Union or Contractor that sanctions, aids or abets, encourages, incites, condones or participates in activities prohibited by this Article shall pay liquidated damages in accordance with Section 4.6.8 below. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activity which violates this Article shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project.

4.3. The Unions shall not be liable for acts of employees they do not represent. The principal officer or officers of a Union will immediately instruct, order, and use the best efforts of their office to cause the employees that Union represents to cease any violations of this Article. Any Union complying with this obligation shall not be liable for the unauthorized acts of employees or members it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

4.4. The Unions agree that if any other Union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages in violation of this Article, the signatory Unions shall consider such work stoppage or picketing to be illegal, and refuse to honor such picket line or work stoppage.

4.5. In the event of any violation of this Article, the Contractor may, with the County's prior approval, suspend all or any portion of the Covered work affected by such violation at the Contractor's discretion and without penalty.

4.6. Expedited Arbitration. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the party alleged to be in breach has been notified of the fact.

4.6.1. The party invoking this procedure shall notify Richard C. Solomon or Norman Brand, who the Parties agree to shall be the permanent arbitrators under this procedure. In the event that either of the permanent arbitrators is unavailable at any time, the Federal Mediation and Conciliation Service 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, the Project Labor Administrator, the County, the involved International Union President, and Trades Council.

4.6.2. Upon receipt of said notice, the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, with the understanding that Union(s) will have at least twenty-four (24) hours to cure the violation before the hearing commences.

4.6.3. The arbitrator shall notify the Parties and the Project Labor Administrator by fax or electronic means, or any other effective written means of the place and time chosen for this hearing, which may be a videoconference proceeding or equivalent. 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.

4.6.4. The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The award 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) calendar 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 party found to be in violation, and such Award shall be served on all Parties by hand or registered mail upon issuance.

4.6.5. Such award shall be final and binding on all Parties, and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein. Written notice of the filing of such enforcement proceedings shall be given to all other Parties. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.6.4 above, all Parties shall waive the right to a hearing and agree that such proceedings may be ex parte. Such an 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 and the Project Labor Administrator by hand or by mailed delivery to their address as shown in this Agreement (if Union or County), or in their relevant contract for the Project (if Contractor or Project Labor Administrator).

4.6.6. 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.

4.6.7. 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.

4.6.8. If the arbitrator determines that a violation has occurred in accordance with Section 4.6.4 above, the party or Parties found to be in violation shall pay as liquidated damages the following amounts: for the first shift in which the violation occurred, \$25,000; and for each shift thereafter on which the craft has not returned to work, \$25,000 per shift. The arbitrator shall determine the party to whom the specified damages in this Section shall be paid. The arbitrator shall retain jurisdiction to determine compliance with this Article. Payment of the sum noted in

this section as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code Sections 3275 or 3369, but instead is intended to constitute liquidated damages to the affected party or Parties pursuant to California Civil Code Section 1671. The payment of liquidated damages, when made, shall constitute a damages remedy for the delay specified, but shall not prevent the impacted party or parties from seeking an injunction or equitable relief, including termination of this Agreement.

4.6.9. The procedures contained in Section 4.6 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 13.

4.7. Notwithstanding the provisions of Section 4.1 above, it is agreed that, with five (5) days prior notice to the prime Contractor and the Project Labor Administrator, a Union retains the right to withhold the services of its members from a particular Contractor 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 if the prime Contractor makes the disputed payments on behalf of the Contractor, the Union shall not withhold the services of its members. Unions further agree not to withhold the services of its members if: (1) there is a bona fide dispute concerning the amount of payments owed to the Union or employee and the Contractor disputing this amount submits the dispute in writing to the Project Labor Administrator within seventy-two (72) hours of becoming aware of the dispute; (2) any undisputed amounts owed are paid by the Contractor or by the prime Contractor; and (3) any disputed amounts owed are placed into escrow or held by the Project Labor Administrator. The Project Labor Administrator shall issue a written decision on the bona fide dispute within seventy-two (72) hours of receiving written notice of the dispute unless all affected Parties agree to extend that time. The decision of the Project Labor Administrator shall be final unless a party submits to the Project Labor Administrator, within forty-eight (48) hours of the decision, a written request to have the bona fide dispute be resolved by arbitration. Arbitration of this issue shall follow the procedures set forth in Article 13, beginning with Step 3 of Section 13.4. Any amounts determined by the Project Labor Administrator (or arbitrator, as applicable) as appropriate to be paid by the Contractor shall be paid to the affected party within seventy-two (72) hours of the decision.

4.8. In the event that any applicable collective bargaining 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 Contractors 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 Contractor 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 5 UNION REPRESENTATION

5.1. The Contractor(s) recognizes the Unions 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. Such recognition does not extend beyond the period when the employee is engaged in Covered Work.

5.2. Employees are not required to become or remain Union members as a condition of performing Covered Work under this Agreement. Contractors shall make and transmit, for their respective employees, all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 5.2 is intended to supersede the requirements of applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors who are performing Covered Work.

5.3. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Union(s) must comply with the required check-in procedure prior to visiting the work area.

ARTICLE 6 REFERRAL

6.1. Except as otherwise expressly provided for in this Agreement, the Unions shall be the source of all craft employees for Covered Work for the Project. Contractors agree to be bound by the hiring and layoff practices of the applicable Union, including hiring of apprentices, and to utilize its registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred to by the Union(s) in accordance with this Article.

6.2. The Contractor(s) shall have the absolute right to determine the competency of all employees, the number of employees required, and the duties of such employees to the extent such duties are within their craft jurisdiction as set forth in the applicable Master Agreement, and shall have the sole responsibility for selecting employees to be laid off consistent with this Agreement. Contractors shall

further have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

6.3. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source (including "core" employees described in Section 6.4 below without reference to the ratio requirements stated in Section 6.5), but shall arrange for a dispatch to be issued for such applicant 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. The Contractor will notify the Unions and the Project Labor Administrator of such gate-hires.

6.4. Contractor(s) awarded work on the Project may request by name, and the Union will honor, referral of such Contractor's "core" employees who have applied to the Union for Covered work, and who demonstrate the following qualifications:

- (1) Possess any license required by state or federal law for the Covered Work to be performed;
- (2) Have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
- (3) Were on the Contractor's active payroll for at least one hundred and eighty (180) out of the two hundred and sixty (260) calendar days prior to being designated as a "core" employee; and
- (4) Have the ability to perform safely the basic functions of the applicable trade.

Upon request by any party, the Contractor hiring any "core" employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and similar documentation) of the "core" employee's eligibility to the Project Labor Administrator.

6.5. The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman 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. Local Contractors shall be allowed two additional "core" employees, for a maximum of seven (7) "core" employees. 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 Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of "core" employees to hiring hall referrals as was applied in the initial hiring.

6.6. Prior to performing Covered Work, each Contractor shall subject a list of "core" employees to the Project Labor Administrator, Trades Council, and affected Unions. Such lists shall include each "core" employee's address to demonstrate compliance with Section 10.1 below. Following such submittal, Contractors shall not make any changes or substitutions to their respective "core" employee lists for the duration of their work on the Project without prior agreement of the Parties, unless one or more "core" employees retires, changes employers, resigns, is terminated, or is otherwise no longer able to perform Covered Work.

6.7. "Core" employees that are neither Local Area Residents nor Targeted Residents shall not be counted when calculating and reporting on local hire and Targeted Resident percentages, respectively, under Article 10.

6.8. Notwithstanding any other provision of this Agreement, and in compliance with Public Contract Code section 2500, discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Project is prohibited.

ARTICLE 7 UNION ACCESS AND STEWARDS

7.1. Authorized representatives of Unions shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules and regulations at the Project site. Nothing in this Section 7.1 is intended to interfere with the Unions' rights to engage in lawful Union activity or provide representation to employees covered by this Agreement.

7.2. Each Union shall have the right to designate a working journeyman as a steward. The steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. The steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in addressing the same with the employee's supervisor. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other Contractor. In the event a Contractor has multiple, non-contiguous work locations at the Project site, the Contractor may request, and the Unions shall appoint, such additional stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without Contractor's prior approval.

7.3. A steward shall be allowed sufficient time to perform his duties. Stewards shall have no right to determine when overtime shall be worked or who shall work overtime. Stewards shall be the last employee of each craft's workforce to be laid-off, provided they could perform the work assigned by the Contractor. The Contractor shall notify the Union on the same business day of a lay-off or termination of an appointed steward.

7.4. Where employees of County or its tenants, lessees, permittees, or concessionaires (including their subtenants or contractors) work in close proximity to Covered Work, Unions agree that their representatives, stewards, and individual workers shall not interfere with such employees or other personnel employed at the Airport that are not covered by this Agreement.

ARTICLE 8 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

8.1. The standard workday shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m., with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Forty (40) hours per week shall constitute a standard work week. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week. The Contractor may vary the start time to take advantage of daylight hours, weather conditions or shifts, to permit an even and manageable flow of workers to the jobsite and avoid disruption to Airport operations. The Unions shall be informed of the work starting time set by the Contractor at the Pre-Job Conference, which may be changed thereafter upon three (3) working days' notice to the Unions, the workers, and the Project Labor Administrator.

8.2. It is recognized by the Parties that the standard work week may not be desirable or cost effective for some projects, and other arrangements for hours of work will be considered. Such proposed modifications to the standard work week shall be worked out between the Project Labor Administrator, the Contractor, and the Unions.

8.3. It will not be a violation of this Agreement when it is 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 a Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

8.4. Holidays. Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving the preservation of 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 as provided in the applicable Master Agreement; but in no case shall such overtime rate be more than double the straight time rate.

8.5. Overtime shall be paid at time and one-half (1 ½), except that work beyond ten (10) hours shall be paid double. Work on Saturdays and Sundays shall be paid at the rates provided in the applicable Master Agreement.

ARTICLE 9 SECURITY

9.1. The Parties acknowledge that some work within the scope of this Agreement shall occur in restricted security areas of the Airport, and that employees who will be required to perform Covered Work in such areas shall, as a condition of employment on this Project, obtain and maintain the necessary security clearance required by the Transportation Security Administration and County to access such security areas, consistent with the processes administered by the County. The Unions acknowledge that Union representatives shall undergo the same clearance procedures as a condition of their access to these security areas. The Parties agree that failure to meet or comply with such security clearance requirements may be grounds to terminate or deny an employee from working on the Project, or to deny a Union representative's access to these Project areas.

9.2. Workers Requiring TSA Security Identification Display Area (SIDA) Badge: For a Project that requires workers to perform Covered Work in restricted security areas at the Airport, the process for obtaining security clearance may be lengthy and potentially delay dispatch of necessary workers to a Contractor. To help alleviate this issue, the Parties agree that each worker wanting to be employed by a Contractor on Covered Work that requires such security clearance shall: (a) promptly determine his/her eligibility by reviewing the disqualifying criminal offenses and other factors set forth in <https://www.tsa.gov/disqualifying-offenses-factors>; and (b) assuming the worker is not disqualified, contact the Project Labor Administrator to be fingerprinted by the Department's badging office.

9.2.1. The Project Labor Administrator shall coordinate and schedule the fingerprinting of potential workers with the Department's badging office pursuant to the processes and procedures required by the County for the Project. The Department's badging office shall notify the Project Labor Administrator when a potential worker's fingerprints clear.

9.2.2. Individuals whose fingerprints have been cleared by the time the Contractor submits its request for workers within the classification needed shall be given priority hire on the Project. A cleared worker shall not commence Covered

Work within a restricted security area unless and until he or she: (a) submits to the Department's badging office a completed security application, in a form provided by the County, signed by the Contractor employing the worker on the Project; and (b) completes the training/testing required for the security clearance and receives a SIDA badge.

9.3. All costs associated with obtaining security clearance for employees shall be borne by the Contractor.

ARTICLE 10 LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT

10.1. Local Hire. It is in the interest of the Parties to facilitate employment of Sacramento County residents and other Local Area Residents and to develop increased numbers of local skilled construction workers to meet the requirements of the regional construction economy. It is the objective of the Parties that not less than fifty percent (50%) of the combined journey-level and apprentice hours worked on the Project be worked by Local Area Residents. The Unions agree that Local Area Residents shall be first referred for Covered Work, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:

Priority 1: Residents of the areas within the County of Sacramento.

Priority 2: Residents of the areas within the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Nevada, and Sierra.

The Unions shall use their best efforts to recruit sufficient numbers of skilled craft persons and apprentices to fulfill the labor requirements of each Contractor and to meet the hiring objectives set forth above. The Unions shall provide information to the County and Project Labor Coordinator regarding the zip code where each skilled craft person and apprentice referred for Covered Work resides as well as the Priority location category they meet. The Local Area Residents referred by the Unions must possess the requisite skills and qualifications required for the position to be filled and such referrals shall be in accordance with law and consistent with the Union's hiring hall rules and procedures. Contractors that are signatory to a Master Agreement may utilize the name call procedures of such Master Agreement where necessary to implement the local hire provisions of this Agreement. Any Contractor making a good faith effort to achieve the local hire goals set forth in this Article shall not be subject to any penalties, including the withholding of payment, as a result of a failure to meet such local hire goals.

10.2. Apprenticeship. Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s) shall employ apprentices of an Apprenticeship Program 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. The apprentice ratios shall comply with the

applicable provisions of the California Labor Code and Prevailing Wage Rate Determination. Consistent with the Master Agreements and state law, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

10.2.1. It is an objective of the Parties that not less than twenty percent (20%) of all apprentice hours and all journey person hours worked on the Project shall be worked by Targeted Residents. Contractors shall reach this goal through utilization of the normal hiring hall procedures and the priority referrals described in Section 10.1, as applicable and consistent with Section 6.8's prohibition on discrimination in dispatching or hiring workers. The Unions are committed to working with the Contractors to achieve these goals. All apprentices referred to Contractors under this Agreement shall be enrolled in an Apprenticeship Program as defined in section 1.4.

10.2.2. The Trades Council and Unions shall determine the admission and training of apprentices placed into Apprenticeship Programs, provided that Local Area Residents that successfully complete a pre-apprenticeship program per Section 10.3 shall be provided priority entry to available Apprenticeship Programs, to the extent permitted by state and federal law and Division of Apprenticeship Standards and California Apprenticeship Council regulations. Upon request from a Contractor, the Unions shall timely dispatch available apprentices who satisfy specified local hire criteria, Targeted Resident criteria (to the extent permitted by law and in compliance with Section 6.8's prohibition on discrimination in dispatching or hiring workers), the requirements of a specific job, and such other applicable bona fide qualifications.

10.3. Pre-apprenticeship Program Support. The Parties recognize the need to support existing programs designed to train competent workers in the numbers necessary to develop an adequate long-term regional construction industry workforce, and share a desire to provide economic opportunities and a path to middle-class careers for historically disadvantaged populations within the Sacramento region by recruiting and assisting the entry of such individuals into Joint Apprenticeship Programs. To these ends, the Parties agree to work cooperatively and utilize the resources of the Northern California Construction Training Program and other programs to identify Targeted Residents and other Local Area Residents interested in entering the construction industry and to help prepare them for the Apprenticeship Programs maintained through the signatory Unions and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the Apprenticeship Programs.

10.4. Community Career Fair. Annually during the term of this Agreement, the Unions and the County will conduct a Community Career Fair to provide Targeted Residents, at-risk youth, veterans, and others an opportunity to learn about the process for entering Apprenticeship Programs.

10.5. Enforcement, Compliance, and Reporting. To assess compliance with the local hire and Targeted Resident goals set forth in Sections 10.1 and 10.2.1, respectively, the Parties shall mutually establish Project-specific procedures and forms that Contractors shall be required to utilize whenever they request the referral of any employee from a Union referral list for any Covered Work. Contractors shall submit monthly workforce utilization reports at the monthly joint labor/management meetings described in Section 18.7, with copies to the Project Labor Administrator. The workforce utilization reports shall include information regarding the number of: (i) journey-level workers that are Local Area Residents; (ii) journey-level workers that are Targeted Residents; (iii) apprentices that are Local Area Residents; and (iv) apprentices that are Targeted Residents. If local hire or Targeted Resident goals have not been met, the monthly report shall include documentation showing any requests made to the Union dispatchers for Local Area Residents and Targeted Residents and the Union's response to such requests. It is understood and agreed that any request for dispatch shall comply with the non-discrimination requirements of Section 6.8. The Contractor(s) and the Unions agree to furnish all information required to prepare these reports.

10.5.1. In the event that the workforce reports indicate that the local hire and Targeted Resident goals set forth in Sections 10.1 and 10.2.1, respectively, are not being met, the Project Labor Administrator or his or her designee shall explore with the Contractors and the Unions additional actions and measures that may be taken to ensure compliance with such goals. The County recognizes that achievement of the local hire and Targeted Resident goals may be impeded by the Project's security clearance requirements. For that reason, Local Area Residents and Priority Apprentices that are unable to be dispatched due to security clearance requirements, but are dispatched by the Unions to other Local Area projects during Project construction, shall be counted in determining whether these goals have been met.

10.5.2. Any Contractor who fails to employ without just cause apprentice(s) dispatched by an Apprenticeship Program, thereby jeopardizing its opportunity to achieve the apprenticeship goal described above, shall, upon receipt of written notice from the Project Labor Administrator or his or her designee, have thirty (30) days to promptly employ such number of dispatched apprentices as may be required to meet the stated apprentice goals available under that certain Contractor's Construction Contract. In the event of a second written notice of failure to employ without just cause dispatched apprentices from the Unions to a Contractor, the Project Labor Administrator or his or her designee shall take such actions as it deems appropriate to the circumstances and necessary to achieve the purposes of this Agreement, the Project's bid documents, and the applicable Construction Contract.

10.6. Jobs Coordinator. Contingent upon authorization by the Director, the Project Labor Administrator may designate a "Jobs Coordinator" to assist in implementing, overseeing, enforcing, and coordinating the workforce training and development activities and actions described in this Article. The County shall be responsible for

all costs associated with the Jobs Coordinator. The Jobs Coordinator's duties may include creation of a work opportunities program for Targeted Residents and other Local Area Residents to assist them in applying to apprenticeship readiness programs and Apprenticeship Programs. The Trades Council and Unions agree to assist the Jobs Coordinator in finding available opportunities for Targeted Residents and other Local Area Residents in Union-affiliated apprenticeship readiness programs and Apprenticeship Programs.

ARTICLE 11 HELMETS TO HARDHATS

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

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

11.3. In recognition of the Center's work, each prime Contractor for a Project shall make a one-time contribution of five thousand dollars (\$5,000) to the Center on behalf of itself and all other Contractors employing workers on the Project pursuant to this Agreement.

ARTICLE 12 WAGES AND BENEFITS

12.1. For all employees covered by this Agreement, subject only to the exception set forth in Section 12.6 below, Contractor(s) shall pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project performing Covered Work in the amounts designated in the Master Agreements of the

appropriate Unions. The Parties agree that only such bona fide employee benefits that accrue to the direct benefit of the employees shall be included in this requirement and required to be paid by Contractor(s).

12.2. While performing Covered Work, the Contractor(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in Section 12.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) authorizes the Parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate subscription agreement(s) for a Trust Fund(s) when required by such Trust Fund(s). However, the Unions agree that an executed Agreement to Be Bound shall be sufficient to meet the requirements of this section in lieu of executing a separate subscription agreement.

12.3. Wages. The wages of employees performing Covered Work on the Project shall be governed by the Master Agreement of the respective crafts to the extent such Master Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate Master Agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

12.4. During the period of construction on this Project, the Contractor(s) agrees 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 entity on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

12.5. It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of this Article 12. 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 Trust Fund contributions from Contractors on the Project. The County shall monitor and enforce the Contractor(s)' compliance with this Agreement and with the prevailing wage requirements of the State to the extent required by law.

12.6. Fringe Benefit Trust Fund Payment Exception. Unless otherwise required by law, a Non-signatory Contractor who is (i) a Local Contractor, or (ii) is either a "small business" (as defined in Public Contract Code Section 2002), a "minority or women business enterprise" (as defined in Public Contract Code Section 2000), or a

veteran business enterprise (defined as a business that is at least 51% owned by one or more veterans or, in the case of any business whose stock is publicly held, at least 51% of the stock is owned by one or more veterans) shall not have to pay the fringe benefits set forth in the applicable Master Agreements for their “core” employees if they provide said employees equal or better benefits.

12.6.1. Non-signatory Contractor(s) who meet the criteria in Section 12.6 above and who believe their benefit plans are equal to or better than those designated in the applicable Master Agreement must submit their fringe benefit packages, including Summary Plan Descriptions, to the Project Labor Coordinator for evaluation by the Project Labor Coordinator at least fourteen (14) days prior to the Pre-Job Conference. The Project Labor Coordinator shall be responsible for determining whether the Contractor’s benefits are equal to or better than those designated in the Master Agreement and the credit the Contractor can take for providing the fringe benefits. If any party disputes the Project Labor Coordinator’s determination, that party may submit a request to the Project Labor Administrator that the dispute be submitted to arbitration. A request for arbitration must be submitted in writing within five (5) working days after the issuance of the Project Labor Coordinator’s determination and shall follow the grievance procedures set forth in Article 13, beginning with Step 3 of Section 13.4.

12.6.2. The Parties hereby agree that, to qualify as “equal to or better than,” all of the following must be true: (i) each component (medical, vision, dental, retirement, life insurance, etc.) of the Contractor’s plan(s) must be “equal to or better than” the benefits designated in the applicable Master Agreement and must have been available to the Contractor’s employees for at least one (1) year prior to submitting their fringe benefits packages for evaluation pursuant to Section 12.6.1; (ii) if the Master Agreement provides for a defined benefit plan, a Contractor’s plan must also be a defined benefit plan and be 100% paid for by the Contractor in order to be eligible for a determination that it is “equal to or better than” the plan in the Master Agreement; and (iii) The Contractor’s health and welfare premiums (including vision and dental, if applicable) must be 100% paid by the Contractor, including coverage for any eligible dependents.

ARTICLE 13 GRIEVANCE PROCEDURES

13.1. Any question, dispute, or claim arising out of, or involving the interpretation or application of, this Agreement (excluding violations under Article 4 and jurisdictional disputes described in Article 14) shall be considered a grievance and shall be resolved in accordance with the procedures set forth in this Article 13.

13.2. Any dispute as to the interpretation or application of a Master Agreement between a Union and Contractor signatory to that Master Agreement, where such dispute involves an issue not covered in this Agreement, shall be resolved in accordance with the grievance procedures contained in that Master Agreement.

13.3. No grievance by a Union or Contractor shall be recognized or valid unless it is brought to the attention of the party or parties involved by the party filing the grievance ("Grievant") within ten (10) working days after the incident or event giving rise to the dispute occurred, was discovered, or was known, or reasonably should have been known, by Grievant. Grievant shall promptly notify the Project Labor Administrator and County by e-mail of the grievance. As used in this Article, "working days" shall exclude Saturdays, Sundays, and County holidays regardless of whether any work is actually performed on such days.

13.4. Processing of Grievances. Grievances shall be resolved under the following procedures:

Step 1:

If Grievant is an employee: The Union steward and Grievant shall confer and attempt to resolve the grievance with the Contractor's designated representative within ten (10) working days after the grievance was brought to the attention of the Union or Contractor, as applicable, pursuant to Section 13.3. The Project Labor Administrator will be notified by the Contractor and may participate in this Step 1 meeting if they wish.

If Grievant is Union, Trades Council, Contractor, or County: Grievant shall confer and attempt to resolve the grievance with the other party or parties within fifteen (15) working days after the grievance was brought to the attention of the Union or Contractor, as applicable, pursuant to Section 13.3. The Project Labor Administrator will be notified and may participate in this Step 1 meeting if they wish.

Step 2:

In the event the matter remains unresolved within the time periods set forth in Step 1, within five (5) working days thereafter, the grievance shall be reduced in writing and referred to the Project Labor Administrator. The Project Labor Administrator shall confer with Grievant and involved party or parties (and their designated representatives, including the business manager(s) of the affected Union(s) involved) and attempt to resolve the grievance within ten (10) working days. If the dispute is not settled or otherwise resolved within the 10-day time period or as such longer time as mutually agreed to by the relevant parties, the parties may proceed to Step 3.

Step 3:

If the grievance is not settled within the time periods set forth in Step 2 above, within five (5) working days thereafter, either party may submit a request to the Project Labor Administrator that the dispute be submitted to arbitration. An arbitrator selected from a permanent panel of arbitrators consisting of Barry Winograd, John Kagel, Robert Hirsch, and William Riker will hear grievances filed pursuant to this Article ("the Arbitrator"). The Arbitrator will be selected by rotation from the permanent panel, rotating in the order set forth above. The Project Labor Administrator shall keep a

record of the sequence and shall notify the parties to the grievance as to the next arbitrator in the order of rotation. In the event the Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the next arbitrator in order of rotation will be selected. A "reasonable time" is defined as fifteen (15) calendar days when the grievance concerns employment discharge, and thirty (30) calendar days for all other grievances. 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 within the time frame set by the Arbitrator.

13.5. 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. The Arbitrator shall be authorized 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 on all parties.

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

13.5.2. 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.

13.6. 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 notice, referral, or request required by this Article shall be considered timely if it is personally delivered, e-mailed, faxed, or postmarked during the extended time period.

13.7. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of the procedures set forth in Section 13.4, the parties agree that such settlements shall not be precedent setting.

ARTICLE 14 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1. The assignment of Covered Work shall be solely the responsibility of the Contractor(s) performing the work involved; and such work assignments shall be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan established by the AFL-CIO's Building and Construction Trades Department on behalf of its affiliated unions.

14.2. All jurisdictional disputes on the Project shall be settled and adjusted according to the present Plan or any other plan or method of procedure that may be adopted in the future by the AFL-CIO's Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Parties.

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 a neutral site in Sacramento, California within fourteen (14) 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 activity prohibited by Article 4, and the Contractor(s)' assignment shall be adhered to until the dispute is resolved. Individual employees violating this Section shall be subject to immediate discharge.

ARTICLE 15 GENERAL WORKING CONDITIONS

15.1. Employment begins and ends at the Project site, so long as the Contractor(s) provides parking for each employee on the Project site.

15.2. The selection of craft foremen and/or general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen and/or general foremen, the Contractor(s) will give primary consideration to the qualified individuals referred to the Contractor who are Local Area Residents. After giving such consideration, the Contractor may select such individuals from other areas. The number of foremen and general foremen required shall be in accordance with the respective Master Agreements. All foremen shall take orders from the designated Contractor representatives.

15.3. There shall be no limit on production by employees or restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

15.4. The Contractor shall establish, and employees shall observe such reasonable Project job site work rules as the Contractor deems appropriate. These rules will be reviewed and discussed at the Pre-Job Conference, distributed to all employees, posted at the Project site by the Contractor, and may be amended thereafter as necessary. Employees shall be bound by said published and posted rules. An employee's failure to satisfy his or her obligations under this Section 15.4 shall subject the employee to discipline, up to and including discharge.

15.5. The Parties and Contractor's employees shall be bound by all applicable safety standards, regulations, and requirements issued by the California Department of Industrial Relations, Division of Occupational Safety and Health ("Cal/OSHA") as well as policies and programs promulgated by County, including, without limitation, the County's Injury and Illness Prevention Program and Workplace Violence Prevention Policy and Program, which are incorporated herein by reference.

ARTICLE 16 MANAGEMENT RIGHTS

16.1. The County and Contractor(s) shall retain full and exclusive authority for the oversight and management of their operations and of Covered Work, including the right to direct their workforces, except as expressly limited by the terms of this Agreement or the applicable terms of a Master Agreement. This authority includes, but is not limited to, the right to:

16.1.1. Plan, direct, and control the operation of all the work.

16.1.2. Decide the number and type of employees required to safely and efficiently perform the Covered Work.

16.1.3. Hire, promote and lay off employees in accordance with Article 6, as deemed appropriate to satisfy work and/or skill requirements.

16.1.4. Discharge, suspend or discipline employees in accordance with the applicable Master Agreement.

16.1.5. Assign and schedule work at their sole discretion and determine when overtime will be worked. There shall be no refusal by a Union to perform work, including overtime work, assigned.

16.1.6. Utilize, in accordance with County approvals, any safe work methods, procedures or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment regardless of source, manufacturer, or designer.

16.1.7. Establish start and stop times consistent with the direction of the County or the prime Contractor for the Project, which may include staggered shifts as required to perform Covered Work in an active airport and in public rights of way and to minimize crew overlap and congestion.

16.1.8. Purchase materials or equipment from any source it deems appropriate.

16.2. The foregoing list of management rights shall not be deemed to exclude other functions not specifically set forth herein. In addition to the rights enumerated in this Agreement, the Contractor(s) and County expressly reserve all management rights conferred on them by law.

16.3. County-Specific Rights. In addition to the rights enumerated in Section 16.1 above, the County expressly reserves its management rights and all other rights conferred to it by law or under contract, including, but not limited to, the right to:

16.3.1. Inspect any construction site or facility to ensure each Contractor is following applicable safety and other work requirements.

16.3.2. At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Work or the Project at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate ongoing operations at the Airport and/or mitigate the effect of ongoing Covered Work on businesses and residents adjacent to the Project site; and require any other operational or schedule changes it deems necessary, in its sole judgment, to meet Project deadlines or otherwise protect County's interests.

16.3.3. Investigate and process complaints, disputes, or disagreements through the Project Labor Administrator.

16.4. There shall be no limitations or restrictions by Unions upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, preassembled, or modular materials, products, tools, or other labor-saving devices, subject to the application of relevant provisions in the California Public Contract and Labor Codes.

16.5. The Parties recognize that Contractors may initiate, from time to time, the use of new technology, equipment, machinery, tools, and other labor-saving devices and methods of performing Covered Work. Unions shall not restrict the implementation of such devices or work methods, and shall accept and not refuse to handle, install, or work with any standardized or catalog parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or modular products or materials, whatever their source of manufacture or construction. If any disagreement arises between a Contractor and Unions concerning the methods of implementation or installation of any equipment, device, item, or method of work, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work shall proceed as directed by Contractor and the Parties shall immediately meet and confer on the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the grievance procedures set forth in Article 13.

**ARTICLE 17
DRUG & ALCOHOL TESTING**

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

17.2. The proper use of prescription drugs or over-the-counter medication as part of a medical treatment program and consistent with the terms contained herein are not a violation of this Article 17. The improper use of prescription drugs or over-the-counter medication, or the use of designer or synthetic drugs that alter or affect an individual's motor function or mental capacity, while working at the Project site or using any Contractor or County vehicle or heavy equipment is prohibited and is a violation of this Article.

17.3. The Parties recognize the need to provide a drug-free and alcohol-free workplace. Accordingly, the Parties agree that the prime Contractor on the Project shall have the right to implement a substance abuse policy that is agreed to by the County, the prime Contractor, and the Unions; that complies with the requirements of an applicable Owner-Controlled Insurance Program established by the County ("OCIP"); and that includes, but is not limited to: (i) prohibiting working under the influence of alcohol or illegal drugs, possessing any alcohol or illegal drugs while on the site, using any alcohol or illegal drugs while on the site, and distributing or dealing in drugs or dispensing alcohol while on site; (ii) providing for alcohol and drug testing, including at a minimum pre-employment, randomly (but only where required by OCIP), pre-assignment, post-accident, testing for cause (reasonable suspicion testing), and return to duty; (iii) taking disciplinary action for a violation of the substance abuse policy up to and including termination; and (iv) ensuring that all new and existing employees are trained and periodically retrained in the requirements of the substance abuse program, all training is documented, and that such policy will apply equally to all employees covered by this Agreement. The prime Contractor for the Project, the Project Labor Administrator, and Unions shall meet promptly after executing this Agreement to review and implement the substance abuse policy.

**ARTICLE 18
PRE-JOB CONFERENCES AND MONTHLY LABOR/MANAGEMENT
COORDINATION MEETINGS**

18.1. Pre-Job Conference. Each Contractor shall hold a Pre-Job Conference with the Unions, to be scheduled, facilitated, and overseen by the Project Labor Administrator, at least fourteen (14) calendar days prior to commencing Covered Work. The Pre-Job Conference shall be held at a date, time, and location designated by the Project Labor Administrator. The purpose of Pre-Job Conference is to promote communication and provide the Parties an opportunity to review the relevant Covered Work or component thereof prior to the start of construction; exchange contact information and scope of work; and make craft jurisdictional assignments.

18.2. In advance of the Pre-Job Conference, the Contractor shall submit to the Project Labor Administrator a Proposed Trade Assignment, in substantially the form attached hereto and incorporated herein as Exhibit B, that outlines the Contractor's proposed craft jurisdiction assignments and includes the following information:

- a. A listing of each Contractor's scope of work;
- b. A listing of Contractor's personnel;
- c. Contractor's address and other related information;
- d. Estimated work and shift schedule;
- e. Craft assignments;
- f. Tools of the trade;
- g. Subcontractors employed by the Contractor;
- h. Estimated number of craft workers required to perform the work;
- i. Transportation arrangements, if any;
- j. Estimated start and completion dates of work;
- k. Use of prefabricated materials, if any;
- l. Any specialty work or warranty work exempt from the definition of Covered Work under Article 2, if any; and
- m. Use of new technology, equipment, machinery, and/or tools, if any.

18.3. The Project Labor Administrator shall take meeting minutes of discussions and distribute those minutes within two (2) working days after the Pre-Job Conference to all participants, Trades Council, and County.

18.4. Should there be work in the relevant Contractor's Construction Contract not previously assigned at the Pre-Job Conference, or additional work to be added to that Contractor's scope of Covered Work, the Contractor performing such work shall conduct a separate Pre-Job Conference.

18.5. If any Union disagrees with a proposed assignment, it shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Administrator, within seven (7) calendar days after the Pre-Job Conference. The Contractor shall consider these claims and submit to the Project Labor Administrator a Final Trade Assignment, in substantially the form attached hereto and incorporated herein as Exhibit C, within seven (7) calendar days after receiving all pertinent information from the competing Unions relevant to the Contractor's determination.

18.6. Following submittal of the Final Trade Assignment, the Covered Work shall proceed without interruption. A Union(s) not assigned the said Covered Work may thereafter follow procedures set forth in the Plan identified in Section 14.1 above but shall in no way disrupt or cause delays for the assigned Covered Work. Work assignments and jurisdiction disputes shall be subject to the procedures set forth in Article 14.

18.7. Monthly Meetings. The Parties recognize the necessity for cooperation and communication between labor and management, the elimination of disputes and misunderstandings, and the resolution of unfair practices on the part of any Party. To this end, the Project Labor Administrator shall meet monthly with representatives of the Trades Council, Unions, and selected Contractors to promote harmonious and stable labor/management relations on the Project and ensure effective and constructive communications between labor and management parties. The meetings shall be open to all representatives of Unions and Contractors performing Covered Work.

18.8. During the first meeting, a joint administrative committee ("Committee") shall be formed consisting of equal numbers of Union representatives selected by the Unions and Contractor representatives selected by the Project Labor Administrator. The Committee shall be jointly chaired by the Project Labor Administrator and a Union representative appointed by the Trades Council. The purpose of the Committee shall be to resolve any disputes and misunderstandings. The Committee shall discuss any labor/management disputes and misunderstandings that may arise, or any other matters contemplated by this Agreement.

18.9. The Project Labor Administrator shall be responsible for scheduling the monthly meetings and preparation of the meeting agenda, with input from the Unions and Contractors.

18.10. Notice of the date, time, and place of the meeting shall be given to Committee members at least three (3) days prior to the meeting. In an emergency, a meeting of the Committee may be held within forty-eight (48) hours at the request of any Committee member.

18.11. At the meeting, any Committee member may present facts concerning any alleged violations of this Agreement by a Contractor or by any Union. The Unions and Contractors each agree to notify the other party upon discovery of any potential violation of this Agreement, or of any practices that might lead to a dispute or misunderstanding between the parties. Any agreement or resolution reached pursuant to this Article to resolve such alleged violations shall not supersede, alter, modify, amend, add to, or subtract from this Agreement.

18.12. At the meeting, the Project Labor Administrator shall provide a report on the safety and progress of ongoing Construction Contracts and any outstanding issues pertaining to the Project. The Project Labor Administrator shall entertain questions and discuss labor relation matters of mutual interest affecting the Covered Work and administration of this Agreement.

18.13. The Parties acknowledge the importance of attendance and active support of the Committee and agree to participate in the monthly meetings as their responsibilities require.

ARTICLE 19 SAVINGS CLAUSE

19.1. The Parties agree that in the event any article, provision, clause, sentence, or word of the 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 Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

19.2. If a court of competent jurisdiction nullifies a significant portion of this Agreement such that any party believes the intention of the Parties can no longer be achieved, the Unions and County shall meet and confer to renegotiate the terms of this Agreement, with all provisions being opened for negotiation. The remaining provisions of this Agreement shall remain in full force and effect until a successor Agreement is fully ratified. If the Unions and County do not execute a successor Agreement, then this entire Agreement shall be null and void.

19.3. The Parties recognize the right of the prime Contractor and/or County to withdraw utilization of this Agreement as part of any bid specification or competitive procurement requirement should a court of competent jurisdiction issue an order regarding the Agreement that would result in permanently delaying the bidding, awarding, or construction of the Project and the Parties are unable to negotiate an amendment to the Agreement that would render that order moot.

ARTICLE 20 GENERAL PROVISIONS

20.1. The Parties shall observe and comply with all applicable federal, state, and County laws, regulations, and ordinances.

20.2. 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 work shall apply to the extent they do not conflict with the terms, conditions, and objectives of this Agreement.

20.3. The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement except for all Covered Work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration 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 Covered Work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 4, 13 and 14 of this Agreement shall apply to all Covered Work.

20.4. Nothing in this Agreement shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this Agreement, which may be performed by County employees or contracted for by the County for its own account, at the Airport, or in and around each Project site.

20.5. The use of masculine or feminine gender or titles in this Agreement shall be constructed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction.

20.6. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

20.7. A waiver of or failure to assert any provision of this Agreement by any or all Parties shall not constitute a waiver of such provision in the future. Any such waiver shall not constitute a modification of this Agreement or a change in the terms and conditions of this Agreement and shall not relieve, excuse, or release any of the Parties from any of their rights, duties, or obligations hereunder.

20.8. The provisions of this Agreement may be renegotiated, supplemented, rescinded, amended, or otherwise altered only by mutual agreement in writing signed by all Parties.

20.9. This Agreement shall bind the successors of all Parties in the same manner as if they were expressly named.

20.10. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all the rights, powers, and duties of the County herein. With respect to matters herein subject to the approval, satisfaction, or discretion of County or Director, the decision of Director in such matters shall be final.

20.11. This Agreement constitutes the entire contract between the Parties regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between the Parties regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

20.12. This Agreement and any amendments hereto may be executed in duplicate counterparts. The Agreement and subsequent amendments shall be deemed executed when it has been signed by both parties. Signatures scanned and

transmitted electronically shall be deemed original signatures for purposes of this Agreement and subsequent amendments, with such scanned signatures having the same legal effect as original signatures. This Agreement and any amendments hereto may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

20.13. Each person executing this Agreement and any amendments hereto represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement and subsequent amendments for or on behalf of the Parties. Each party represents and warrants to the other that the execution and delivery of the Agreement and subsequent amendments, and the performance of such party's obligations hereunder, have been duly authorized.

20.14. For purposes of providing any notice, demand, request, consent, or approval under this Agreement, communications to the Trades Council, County, and Project Labor Administrator shall be sent to:

<p><u>County:</u></p> <p>County of Sacramento Department of Airports 6900 Airport Boulevard Sacramento, CA 95837 Attn: Director</p> <p><u>Project Labor Administrator:</u></p> <p>[TBD] [TBD] [TBD]</p>	<p><u>Trades Council:</u></p> <p>Sacramento-Sierra's Building and Construction Trades Council 1600 Sacramento Inn Way, Suite 132 Sacramento, CA 95815 Attn: Executive Director</p>
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20.15. The Project Labor Administrator shall maintain a list of all Contractors and Unions subject to this Agreement and their contact information, and shall promptly provide such list to any party upon request. Any party may change their contact information by giving written notice to all other Parties, with a copy to the Project Labor Administrator, which shall be effective upon receipt.

**ARTICLE 21
 TERM**

21.1. The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work on the Remaining SMForward Projects.

21.2. As areas, items, or components of Covered Work are accepted by the County, this Agreement shall have no further force or effect on such areas, items, or components except where the Contractor is directed by the County or its representatives to engage in repairs, modification, and/or checkout or punch list functions required by its contract(s) with the County (or with the prime Contractor for each Project).

21.3. Notice of each final acceptance received by the Contractor will be provided to the Project Labor Administrator and Union with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the County and Notice of Acceptance is given by the County to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the County, involving otherwise turned over or completed facilities which have been accepted by the County, will be available from the Project Labor Administrator.

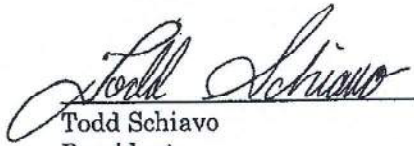
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of March 27, 2024.

SACRAMENTO-SIERRA'S BUILDING AND CONSTRUCTION TRADES COUNCIL



Kevin Ferreira
Executive Director

Date: 3/21/2024



Todd Schiavo
President

Date: 3/21/2024

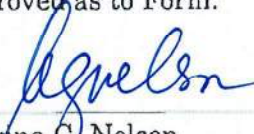
COUNTY OF SACRAMENTO, a political subdivision of the State of California



Cynthia A. Nichol
Director of Airports

Date: 3/27/2024

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Katrina G. Nelson".

Katrina G. Nelson
Supervising Deputy County Counsel

UNIONS:



Name: Rick Werner

Title: President/Business Manager

Union: SMW Local 104

Name: _____

Title: _____

Union: _____

Name: _____

Title: _____

Union: _____

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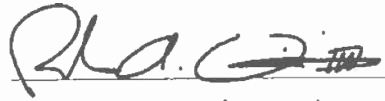
Name: _____

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UNIONS:

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Name: Robert A. Williams III
Title: BM/ST
Union: DC 16/IUPAT

Name: _____
Title: _____
Union: _____

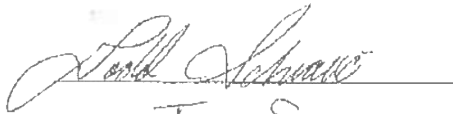
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Union: _____



Name: Todd Schiavo

Title: BUSINESS MANAGER

Union: PLUMBERS & PIPEFITTERS #447



Name: Karl Pineo

Title: Business Manager FS/T

Union: Ironworkers Local 118



Name: Robert D. Ward

Title: Business Manager

Union: IBEW Local 340

Name: _____

Title: _____

Union: _____



Name: Mickey Owens

Title: BA

Union: UA 664
ON BEHALF OF
Robert Cooper Sr.

Name: _____

Title: _____

Union: _____

Name: _____

Title: _____

Union: _____

Name: _____

Title: _____

Union: _____

UNIONS:

Devin Evers

Name: DEVIN EVERS

Title: BUS. REP.

Union: PL/cm LOCAL 300

Name: _____

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Name: Victor Parra
Title: Business Manager/ST
Union: Laborers' Local 67

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UNIONS:



Name: Matt Russo

Title: Business Manager

Union: IUEC Local 8

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UNIONS:

Doyle S. Radford Jr.
Name: Doyle S. Radford Jr.
Title: Business Manager
Union: LIUNA Local 185

Name: _____
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UNIONS:



Name: LENNY PAREDES

Title: VICE-CHAIRMAN

Union: BRICKLAYERS AND
ALLIED CRAFTS
LOCAL 3

Name: _____

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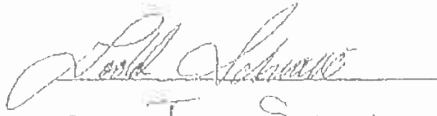
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Name: Todd Schiavo

Title: BUSINESS MANAGER

Union: PLUMBERS & PIPEFITTERS #447

Name: _____

Title: _____

Union: _____



Name: Robert D. Ward

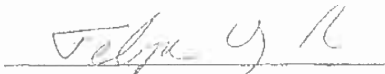
Title: BUSINESS MANAGER

Union: IBEW LOCAL 340

Name: _____

Title: _____

Union: _____



Name: FELIPE HERNANDEZ RODRIGUEZ

Title: BUSINESS MANAGER

Union: UA LOCAL 355

Name: _____

Title: _____

Union: _____

Name: _____

Title: _____

Union: _____

Name: _____

Title: _____

Union: _____

Name: _____
Title: _____
Union: _____


Name: Doug Secord
Title: Business Agent
Union: Teamsters Local 150

Name: _____
Title: _____
Union: _____

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UNIONS:

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ML
Name: MORGAN NOLDE
Title: BUSINESS REPRESENTATIVE
Union: ROOFERS & WATERPROOFERS
UNION LOCAL # 81

Name: _____
Title: _____
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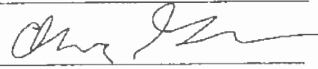
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Insulators and Allies workers Local 16

Name: 
Title: Business Manager
Union: Local 16

Name: _____
Title: _____
Union: _____

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Union: _____

UNIONS:

Name: _____
Title: _____
Union: _____

Cody J. Bit
Name: Cody J. Bit
Title: Business Manager
Union: Cement Masons #400

Name: _____
Title: _____
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Union: _____

UNIONS:

Dan Reding

Name: Dan Reding

Title: Business Manager

Union: Operating Engineers Local Union No. 3

Name: _____

Title: _____

Union: _____

Name: _____

Title: _____

Union: _____

Name: _____

Title: _____

Union: _____

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Title: _____

Union: _____

UNIONS:

Randy Thomas

Name: Randy Thomas

Title: Business Manager

Union: Boilermakers 549

Name: _____

Title: _____

Union: _____

Name: _____

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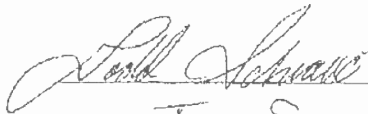
Title: _____

Union: _____

Name: _____

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Union: _____



Name: TODD SCHIAVO

Title: BUSINESS MANAGER

Union: PLUMBERS & PIPEFITTERS #447

Name: _____

Title: _____

Union: _____



Name: ROBERT D. WARD

Title: BUSINESS MANAGER

Union: IBEW LOCAL 340

Name: _____

Title: _____

Union: _____

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Todd Schiavo

Name: TODD SCHIAVO

Title: BUSINESS MANAGER

Union: PLUMBERS & PIPEFITTERS #447

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EXHIBIT A

AGREEMENT TO BE BOUND

COMMUNITY WORKFORCE AND TRAINING AGREEMENT
FOR THE REMAINING SMFORWARD PROJECTS

The undersigned, as a Contractor (CONTRACTOR) on the following County of Sacramento Department of Airports SMForward Project: *[INSERT NAME OF PROJECT]*, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this PROJECT, together with any and all amendments and supplements now existing or which are later made thereto.

(2) Agrees to be bound by the legally established local trust agreements designated in the applicable Master Agreement as described in Article 12 of this AGREEMENT. CONTRACTOR further authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR.

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

(5) Agrees to require all of its subcontractors at any tier to be similarly bound by the AGREEMENT, and to secure from such subcontractors a duly executed Agreement to be Bound in form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms.

Date: _____

Name of Contractor

(Name of Contractor Representative)

(Authorized Officer & Title)

CSLB # or Motor Carrier Permit

EXHIBIT B

PROPOSED TRADE ASSIGNMENT FORM

[NAME OF SMFORWARD PROJECT]
PROPOSED TRADE ASSIGNMENTS

TO: Sacramento -Sierra's Building and Construction Trades Council and Local Unions that have executed the Community Workforce Agreement

OWNER: County of Sacramento

CONTRACTOR: **[Insert Name]**

ADMINISTRATOR: TBD

Office: TBD
Fax: TBD
E-Mail: TBD

PURPOSE: To make proposed jurisdictional trade assignments, broken down by craft and classification, as well as to discuss details and answer questions relating to the project scope of work, safety, and job requirements.

MEETING PLACE: Operating Engineers Local 3
3920 Lennane Drive, Suite 110
Sacramento, California 95834
(916) 924-8675 – Fax: (Trades Council Office)
(510) 568-7916 – Fax: (Northern California Carpenters Regional Council)

MEETING DATE: _____

MEETING TIME: _____

UNION RESPONSE DATE: _____

CONTRACTOR RESPONSE DATE: _____

**** PLEASE TYPE IN ALL INFORMATION ****

1. SCOPE OF WORK:

2. ESTIMATED WORK SCHEDULE:

Approximate Commencement Date: _____

Approximate Completion Date: _____

3. ADDRESSES:

Job Location: _____

Company's Local Mailing Address: _____

Trust Fund Billing Address: _____

CONTRACTOR PERSONNEL:

Project Labor Administrator: _____

Office Telephone #: _____

Mobile Telephone #: _____

Fax Telephone #: _____

Superintendent: _____

Office Telephone #: _____

Mobile Telephone #: _____

Fax Telephone #: _____

Safety Representative: _____

Office Telephone #: _____

Mobile Telephone #: _____

Fax Telephone #: _____

Drug Test Result Coordinator: (List in order of contact priority)

Name of first Contact: _____

Office Telephone #: _____

Mobile Telephone #: _____

Name of second Contact: _____

Office Telephone #: _____

Mobile Telephone #: _____

Name of third Contact: _____

Office Telephone #: _____

Mobile Telephone #: _____

Dispatch Contact Personnel: The following Contractor personnel are the only ones authorized to call the hiring halls to have craft workers dispatched out to this project:

1. _____

2. _____

3. _____

Referral procedures will be in accordance with the provisions contained in the Community Workforce and Training Agreement for Sacramento International Airport SMForward Projects (CWTA). The referral procedures are to be posted in the hiring halls in order to be in full compliance with the law.

5. STAFFING:

<u>Craft</u>	<u>Peak</u>	<u>Average</u>
Asbestos Workers	_____	_____
Boilermakers	_____	_____
Bricklayers	_____	_____
Carpenters	_____	_____
Cement Masons	_____	_____
Electrical Workers (Inside Wiremen)	_____	_____
Electrical Workers (Outside Line)	_____	_____
Elevator Constructors	_____	_____
Glaziers	_____	_____
Insulators	_____	_____
Iron Workers (Structural)	_____	_____
Iron Workers (Rebar)	_____	_____
Laborers	_____	_____
Millwrights	_____	_____
Operating Engineers	_____	_____
Painters	_____	_____
Pile Drivers	_____	_____
Plumbers/Pipefitters	_____	_____
Plasterers	_____	_____
Roofers	_____	_____
Sheet Metal Workers	_____	_____
Teamsters	_____	_____

6. OPERATIONAL INFORMATION:

Number of Shifts: _____

1st Shift Schedule: _____ AM/PM to _____ AM/PM

2nd Shift Schedule: _____ AM/PM to _____ AM/PM

3rd Shift Schedule: _____ AM/PM to _____ AM/PM

Pay Day: _____

End of Pay Period: _____

Job-Site Telephone Number: _____

Job-Site Fax Number: _____

PROPOSED TRADE ASSIGNMENTS

NAME OF CONTRACTOR: _____

The following jurisdictional trade assignments are proposed and any Union in disagreement with any of these assignments may follow the procedures contained in the CWTA.

If any trade assignment is contested by any local Union signatory to the CWTA, the Contractor or Sub-Contractor will review all submitted supporting documentation regarding the proposed trade assignment by competing local Unions and submit to the Administrator and the local Unions a 'Final Trade Assignment' letter prior to commencing work.

Asbestos Workers: _____

Boilermakers: _____

Bricklayers: _____

Carpenters: _____

Cement Masons: _____

Electrical Workers (Inside Wiremen): _____

Electrical Workers (Outside Line): _____

Elevator Constructors: _____

Glaziers: _____

Insulators: _____

Iron Workers (Structural): _____

Iron Workers (Rebar): _____

Laborers: _____

Millwrights: _____

Operating Engineers: _____

Painters: _____

File Drivers: _____

Plumbers/Pipefitters: _____

Plasterers: _____

Roofers: _____

Sheet Metal Workers: _____

Teamsters: _____

In the space below, please describe any work that you believe not to be covered by the CWIA:

UTILIZATION OF EQUIPMENT

NAME OF CONTRACTOR: _____

List of equipment and the proposed assignment of craft for full-time use or operation of each piece:

(If additional space is needed, copy this page, and attach it to the document)

EQUIPMENT:

CRAFT:

- | | |
|-----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |

TOOLS-OF-THE-TRADE: (Part-time use – no listing of craft is necessary)

EQUIPMENT:

EQUIPMENT:

- | | |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

SUB-CONTRACTORS

The following is a list of Sub-Contractors that will be used by the Contractor submitting this Proposed Trade Assignment document. Each Sub-Contractor listed must also submit a completed Proposed Trade Assignment document and go through a Proposed Trade Assignment Pre-Job Conference prior to commencing work. A copy of a signed Agreement to Be Bound (Exhibit A) specific to this contract from each Sub-contractor identified below is to be attached to the end of this document. If additional space is needed, copy this page, and attach it to the document.

<u>Name of Sub-Contractor:</u>	<u>Summary of Scope of Work:</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

EXHIBIT C

FINAL TRADE ASSIGNMENT FORM
[PRINT ON CONTRACTOR'S LETTERHEAD]

[NAME OF SMFORWARD PROJECT]
FINAL TRADE ASSIGNMENTS

TO: Sacramento -Sierra's Building and Construction Trades Council
Fax (916) 924-8675

Northern California Carpenters Regional Council
Fax (510) 658-9004

CC: Project Labor Administrator

DATE: _____

SUBJECT: Final Trade Assignments

CONTRACTOR: _____

I have read and reviewed all supporting written documentation submitted by the competing Unions on the work described below. Following the aforementioned provisions and procedures, I have indicated next to each task my final trade assignment, which is in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan").

Unions not in agreement with these final trade assignments may avail themselves of the jurisdictional resolution process found in Article 14 (Work Assignments and Jurisdictional Disputes) of the CWTA. This provision allows for competing Unions to pursue their claims through the "Plan" without disrupting the work of the affected Contractor.

The following is a description of the contested work and the final trade assignment for each task: (A separate letter of "Final Trade Assignment" should be made for each piece of work or task that is contested)

1. Description of contested work or task:
2. Unions submitting supporting documentation:
 - a.
 - b.
 - c.
3. Union awarded final trade assignment: