

# Attachment

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**COUNTY OF SANTA BARBARA  
NORTHERN BRANCH JAIL- AB900 PHASE II  
PROJECT STABILIZATION AGREEMENT**

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**COUNTY OF SANTA BARBARA  
NORTHERN BRANCH JAIL- AB900 PHASE II  
PROJECT STABILIZATION AGREEMENT**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2014, by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "County"), together with any contractors and/or subcontractors who become signatory to this Agreement by signing the "Letter of Assent" (Attachment A), the Tri-Counties Building and Construction Trades Council ("Council"), and the Signatory Unions for the purpose of the construction of the AB900 Phase II of the Northern Branch Jail ("Project"). In 2012, the Board of State and Community Corrections issued a Conditional Award to County, under AB900 Phase II, to pay a percentage of approved costs to construct a 376 bed adult detention facility in northern Santa Barbara County near the City of Santa Maria, California.

The purpose of this Agreement is to promote efficiency of construction operations during the Project and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project and assuring Contractors access to skilled craft workers.

**RECITALS**

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with Tri-Counties Building and Construction Trades Council and any other labor organization which is a signatory to this Agreement employed by contractors and subcontractors; and

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

WHEREAS, the interests of the general public, the County, the Unions and Contractor/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages and working conditions for the workers employed on the Project by the Contractor/Employers, and further, to encourage close cooperation among the

Contractor/Employers and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements and/or master labor agreement in effect for the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said master labor agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the construction of the Project will be awarded in accordance with the applicable provisions of the California Public Contract Code and the Santa Barbara County Code; and

WHEREAS, the Santa Barbara County Board of Supervisors has the absolute right to select the lowest responsive and responsible bidder for the award of construction contracts on the Project; and

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

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

## ARTICLE 1 DEFINITIONS

1.1 "Agreement" means the County of Santa Barbara Northern Branch Jail - AB900 Phase II Project Stabilization Agreement.

1.2 "Contractor/Employer(s)", or "Contractor(s)", or "Employer(s)", means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise, and has entered into a contract with the County or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the County and which incorporate this Agreement.

1.3 "County" means the County of Santa Barbara.

1.4 "Construction contract" means all public works or improvement contracts which are necessary to complete the Project.

1.5 “Core workforce”, or “Core worker”, or “Core employee”, means any individual on a Contractor/Employer’s active payroll for 60 of the 100 working days immediately before commencing work on the Project.

1.6 “Local” means within the tri-counties area of Santa Barbara County, San Luis Obispo County and Ventura County.

1.7 “Non-Signatory Contractor/Employer” means a Contractor/Employer who is not a signatory to a collective bargaining agreement or master labor agreement with the Union(s).

1.8 “Professional services” means those services contemplated by Government Code sections 53060 and 4525 *et seq.*, which include, but are not limited to, engineering, architectural, construction management, quality control, testing, inspection and other services where special training and experience are required.

1.9 “Project” means construction of a 376-bed adult detention facility, located near the City of Santa Maria, California, pursuant to and in accordance with AB900 Phase II funding.

1.10 “Project Manager” means the person or persons or business entity designated by the County to oversee all phases of construction on the Project.

1.11 “Signatory Contractor/Employer” means a Contractor/Employer who is a signatory to a collective bargaining agreement or master labor agreement with the Union(s).

1.12 “Union(s)”, or “Signatory Union(s)”, means the Tri-Counties Building and Construction Trades Council (“Council”) and any other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

## ARTICLE 2 SCOPE OF AGREEMENT

2.1 **Parties.** This Agreement shall apply and is limited to all Contractors/Employers performing construction contracts on the Project, the County and the Tri-Counties Building and Construction Trades Council (“Council”) and any other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement (“Signatory Unions”).

**2.2 Project Description.** This Agreement shall govern the award of all construction contracts identified by the County as part of the Project, which shall include all items in the AB900 Phase II construction bid package and construction change orders for the Project. The County has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) identified as part of the Project. Once a construction contract is completed it is no longer covered by this Agreement. For purposes of this Agreement, a construction contract shall be considered completed upon the acceptance of work by the Santa Barbara County Board of Supervisors.

**2.3 Project Labor Disputes.** All project labor disputes involving the application or interpretation of a master labor agreement to which a signatory Contractor/Employer and a Signatory Union are parties shall be resolved pursuant to the resolution procedures of the master labor agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to the resolution by the Joint Administrative Committee and the grievance arbitration procedure set forth herein.

**2.4 Exclusions.** Any Project work performed on the Project site pursuant to a construction contract between the Contractor/Employer and the County is covered under this Agreement unless specifically excluded herein.

- A. This Agreement shall be limited to construction work on the Project and is not intended to, and shall not govern any construction work performed at the site for the Northern Branch Jail at any time prior to the effective date, or after the expiration or termination of this Agreement.
- B. This Agreement is not intended to, and shall not affect or govern the award of public works contracts by the County which are outside the approved scope of the Project.
- C. This Agreement is not intended to, and shall not affect the operation or maintenance of the Northern Branch Jail or any other public facilities within the County.
- D. This Agreement shall not apply to a Contractor/Employer's executives, managerial employees, design or engineering employees, supervisors (except those covered by existing building and construction trades master labor agreements), office and clerical employees.
- E. This Agreement shall not apply to any work performed by County employees, nor County suppliers/vendors, nor employees of special districts of the County, nor a manufacturer or vendor necessary to

maintain such manufacturer or vendor's written warranty(ies) or guaranty(ees) who may perform work on the Project through a separate County contract, agreement or arrangement. This shall include, but is not limited to, modular furniture and systems vendor/installers, County computer system consultants and artists. Should any portion of the aforementioned work be performed under contract with the Contractor/Employer engaged for this Project, then said work would be included in the scope of this Agreement.

- F. This Agreement shall not apply to any contracts for professional services, whether established prior to or after this Agreement, for the Project, including, but not limited to, architectural, engineering, construction management services, unless services are included as an item in the AB900 Phase II construction bid package for the construction contract. Any work performed by Contractor/Employer as part of the construction contract which may qualify as a professional services will be covered under this Agreement.
- G. This Agreement shall not apply to any work performed by City employees or City suppliers/vendors who may perform work in furtherance of this Project pursuant to any Memorandum of Understanding between the City and the County.
- H. This Agreement shall not apply to off-site fabrication and off-site supervisor of such work unless such work is conducted in facilities established specifically for this Project. In addition, this Agreement shall not apply to transporting materials to or from the Project.
- I. This Agreement shall not apply to maintenance of leased equipment and on-site work and supervision of such work.
- J. This Agreement shall not apply to any work related to the extension of, location or relocation, installation, maintenance or repair of public utilities for the Project.

2.5 If contracts for professional services are included as an item in the AB900 Phase II construction bid package for the construction contract, then the following shall apply:

- A. This Agreement shall include the classifications of Surveyors and/or Building/Construction Inspector and/or Field Soils and Material Testers (Inspectors) as a covered craft under this Agreement. This inclusion applies to the scope of work defined in the California Prevailing Wage Determination

for said crafts. Every Surveyor and/or Inspector performing work under these classifications pursuant to a construction contract shall be bound to all applicable requirements of this Agreement.

2.6 All qualified contractors and subcontractors are permitted to bid for and be awarded work on the Project without regard to whether they are otherwise parties to master labor agreements, in accordance with Public Contract Code section 2500(a).

2.7 **Rules of Construction.** The headings of the sections and the Table of Contents shall be solely for the convenience of reference and shall not affect the meaning, construction, or effect of the Agreement. Throughout the Agreement singular includes the plural.

### ARTICLE 3 EFFECT OF AGREEMENT

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

3.2 It is agreed that all Contractors/Employers and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Stabilization Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor of any tier providing for performance on the construction contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting an award of a construction subcontract, to agree in writing, in the form of a Letter of Assent, to be bound by each and every provision of this Agreement. No Contractor/Employer or subcontractor shall commence work on the Project without having first provided a copy of the Letter of Assent as executed by it to the County and to the Council forty-eight (48) hours before the commencement of work on the Project, or within forty-eight (48) hours after the award to that Contractor/Employer (or subcontractor), whichever occurs later.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

3.5 Contractor/Employer will not be obligated to sign any other local, area or national master labor agreement as a condition of performing work within the scope of this Agreement provided, however, that:



A. Contractor/Employer may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act (29 USC §186) to the extent Contractor/Employer is required to make contributions under this Agreement to a trust fund for workers employed under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor/Employer beyond the terms and conditions of this Agreement and/or obligate the Contractor/Employer beyond the extent provided in the Employee Retirement Income Security Act of 1974, 29 USC § 1001 *et seq.* It shall be the responsibility of the prime Contractor/Employer to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

B. Work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transient Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, attached hereto as Attachment D, shall comply with the provisions of the National Agreements to the extent such provision comply with applicable State and Federal law, except that Articles in this Agreement dealing with Work Stoppages, Strikes, Sympathy Strikes and Lock-Outs, Referral and Local Workforce, Jurisdictional Disputes, and Settlement of Grievance Procedure shall control such work.

3.6 Nothing in this Agreement, nor in any of the attachments to this Agreement, shall create a financial obligation upon the County.

#### **ARTICLE 4**

#### **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1 The Unions, the County, and the Contractor/Employers agree that for the duration of the Project:

A. There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the County because of a dispute or grievance on the Project. Disputes arising between the Unions and the Contractor/Employers on other County projects are not governed by the terms of this Agreement.

- B. As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by this Agreement.
- C. If a master labor agreement between a Signatory Contractor/Employer and the Union expires before the Signatory Contractor/Employer completes the performance of a construction contract and the Union or Signatory Contractor/Employer gives notice of demands for a new or modified master labor agreement, the Union agrees that it will not strike the Signatory Contractor/Employer on said contract for work covered under this Agreement. The Union and the Signatory Contractor/Employer agree that the expired master labor agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master labor agreement is ratified between the Union and the Signatory Contractor/Employer. If the new or modified master labor agreement reached between the Union and the Signatory Contractor/Employer provides that any terms of the master labor agreement shall be retroactive, the signatory Contractor/Employer agrees to comply with any retroactive terms of the new or modified master labor agreement, which are applicable to employees employed on the Project, within seven (7) days.

4.2 Any party to this Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged to have occurred:

- A. All parties shall mutually agree to a neutral arbitrator, from the Federal Mediation and Conciliation Service. If the parties cannot mutually agree to an arbitrator, then an arbitrator shall be selected by each party striking names from a list of available Federal Mediation and Conciliation Service arbitrators until one arbitrator remains.
- B. Notice to the arbitrator and parties, for purpose of this Article, shall be by the most expeditious means available with notices by e-mail, facsimile or telephone to the party alleged to be in violation, to the County, to the involved Contractor/Employer, and to the involved Signatory Union.

- C. Upon receipt of said notice, the arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- D. The arbitrator shall notify the parties by e-mail, facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours, unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.
- E. The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of this Agreement has occurred. The arbitrator shall have no authority to consider any matter of jurisdiction, explanation or mitigation of such violation, which issue is reserved for court proceedings, if any. The award shall be issued in writing within five (5) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.
- F. Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notices of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(E) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.
- G. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.
- H. The fees and expenses of the arbitrator shall be divided equally between the parties.

- I. Any other grievance not pertaining to this Article shall be conducted in accordance with Article 11.

4.3 If the arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, immediately after issuance of the decision take all steps necessary to cease such violations. The arbitrator shall establish the appropriate sum of liquidated damages which the breaching party shall pay the County starting from the date of the violation. Said damages shall not be less than five thousand dollars (\$5,000) and no more than ten thousand dollars (\$10,000) per shift until the breach is remedied. The County shall also have the right to any other remedies available under applicable law.

#### **ARTICLE 5 PRE-JOB CONFERENCE**

5.1 A pre-job conference shall be held prior to the commencement of the construction of the Project. The conference shall be attended by a representative from the participating Contractor/Employer(s) and Union(s), and the Project Manager and shall include a discussion of the required good faith efforts to meet the County's local participation goals.

#### **ARTICLE 6 NO DISCRIMINATION**

6.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination based on race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, political affiliation, disability, or membership in a labor organization against any employee, or applicant for employment on the Project and agree to comply with the County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code).

#### **ARTICLE 7 UNION SECURITY AND RECOGNITION**

7.1 For purposes and duration of this Agreement only, the Contractor/Employers recognize the Signatory Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement on this Project.

7.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of this Project work. However, any employee who is a member of a Signatory Union, at the time the Union refers the employee, shall maintain that membership in good standing while employed on the Project. The Contractor/Employer shall require all employees working

on the Project, to the extent which this Agreement applies, to comply with the applicable Union security provision for the period during which they are performing on-site Project work to the extent, as permitted by law, of rendering payment of representation fees equal to the monthly and working dues as uniformly required of all craft employees while working on the Project and represented by the applicable Signatory Union. The Union agrees to inform non-Union workers, working on the Project who are required to pay representation fees, in writing, of their right to remain non-Union workers and their ability and how to object to the full payment of Union dues.

7.3 The Contractor/Employers agree to deduct union dues or representation fees from the pay of any employee who executes an authorization for such deductions.

7.4 Authorized representatives of the Signatory Union(s) shall have access to the Project site whenever work covered by this Agreement is being performed on the Project. However, all authorized representatives of the Signatory Union(s) shall comply with the check-in and safety procedures and established by the Project Manager and/or Contractor/Employer prior to visiting the work area.

## **ARTICLE 8 REFERRAL AND LOCAL WORKFORCE**

8.1 The Signatory Union(s) shall be the primary source of craft labor employed on the Project. However, in the event that a Contractor/Employer has his/her own core workforce, the Contractor/Employer may initially use up to six (6) core workers. When Contractor/Employer requires employees for covered work in addition to his/her initial six core workers, Contractor/Employer shall utilize the Signatory Union(s) referral system. Referrals from the Signatory Union(s) shall include apprentices. Any reduction in workforce, other than for cause, shall occur in the reverse order of hiring/referral as outlined above. Prior to commencing work on the Project, Contractor/Employers shall submit a list of eligible core workers, and proof of eligibility in accordance with Article 1.5, from which the Contractor/Employer may select and substitute core workers during the Project, as provided within this section, to the Project Manager and to the Signatory Union(s). Contractor/Employer is also required to notify the Signatory Union(s), in writing, when he/she elects to employ a core worker and to register that core worker with the appropriate Union hiring hall, if any, before the core worker begins any work on the Project. To "register," as provided in this section, means to provide the Union the core worker's name and other information necessary to comply with Article 7.2. If the Signatory Union requires the core worker to register in person, this may be accomplished on the first day of the Project at the Project site.

8.2 Contractor/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by the Signatory Union(s) when such procedures are not in violation of applicable State or Federal law. However,

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

8.3 Contractor/Employer shall have the right to reject any applicant referred by the Union(s).

8.4 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period, Saturdays, Sundays and holidays excepted, after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain and retain work persons from any source.

8.5 The Union(s) shall exert their utmost efforts, including assistance from other local unions to recruit sufficient number of local skilled craftpersons to fulfill the labor requirements of the Contractor/Employer.

8.6 Contractor/Employer shall have the right to name call or rehire any existing employees from the Union(s), as provided for in the appropriate master labor agreement.

8.7 The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of Santa Barbara County to meet the needs of the Project and the requirements of the industry generally.

A. The Unions, to the extent allowed by law and as long as residents possess the requisite skills and qualifications, will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft local residents, to fulfill the requirements of the Contractor/Employers.

B. In recognition of the fact that the County and the communities surrounding Project will be impacted by the construction of the Project, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Unions agree that they will exert their best efforts to encourage and provide referrals and utilization of qualified workers residing, first, in the County of Santa Barbara. If the Unions cannot provide the Contractor/Employers a sufficient number of local residents from within the County of Santa Barbara, the Unions will exert their best efforts to then recruit and identify for referral local residents residing within Ventura County or San Luis Obispo County. If the Unions still have not provided the Contractor/Employers a sufficient number of local residents, the Unions will then exert their best efforts to recruit and identify for referral qualified workers from any other area.

8.8 The Unions shall use good faith efforts to refer a minimum of 45% of the labor and craft positions from local residents. Contractor/Employer shall use good faith efforts to employ a minimum of 45% of labor and craft positions from local residents.

8.9 Contractor/Employers and Unions shall receive a copy of the Local Vendor and Labor Outreach Plan for the Northern Branch Jail prepared by Kitchell.

8.10 Union shall provide copies of the completed Employee Craft Request Forms to the Project Manager and to the Council to determine the use of local residents on the Project.

8.11 To facilitate the dispatch of local residents and veterans, all Contractor/Employers will be required to utilize the Employee Craft Request Form whenever they are requesting the referral of any employee from a Union referral list for any work on the Project, a sample of which is attached hereto as Attachment B.

## **ARTICLE 9 WAGES AND BENEFITS**

9.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established by the Department of Industrial Relations pursuant to the California Labor Code. If a prevailing rate increases under state law, the Contractor/Employer shall pay that rate as of its legally effective date. This Agreement does not relieve Contractor/Employers from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required.

9.2 Except as provided for in 9.3, Contractor/Employers shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate master labor agreement, and make all employee authorized deductions in the amounts designated in the appropriate master labor agreements. However, the Contractor/Employers and Unions agree that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Signatory Contractor/Employers from making all contributions set forth in those Union agreements.

9.3 Any non-signatory Contractor/Employer employing a core worker shall compensate the core worker for benefits in excess of the basic hourly wage rate in accordance with the applicable prevailing wage determination established by the Department of Industrial Relations pursuant to the California Labor Code. Contractor/Employer may: (1) directly compensate the core worker, or (2) contribute to Contractor/Employer's benefit plans on behalf of the core worker, or (3) contribute to the Union's established employee benefit plans on behalf of the core worker.

9.4 Any travel and/or subsistence payment shall be calculated and paid in accordance with the California Labor Code and the Department of Industrial Relations.

## **ARTICLE 10 JOINT ADMINISTRATIVE COMMITTEE AND LABOR COMPLIANCE**

10.1 The parties to this Agreement shall establish a four (4) person Joint Administrative Committee. This Committee shall be comprised of two (2) representative selected by the County; and two (2) representatives of the Signatory Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

10.2 The Joint Administrative Committee shall meet as required but not less than once each quarter to review the implementation of this Agreement, the progress of the Project, and resolve problems and/or grievances by majority vote with such resolutions to be binding on all signatories of this Agreement as provided herein. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement, except those pertaining to the provisions of the County Code, shall be referred directly to the Joint Administrative Committee for resolution. Disputes involving the application or interpretation of the County Code shall be resolved, if not otherwise settled by the agreement of the Contractor/Employer(s), Unions and County, exclusively, by a court of competent jurisdiction.

10.3 It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Any disputes the parties are unable to resolve shall be resolved through the Grievance Procedure set forth in Article 11.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

11.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Signatory Union on its own behalf, or on behalf of an employee whom it represents, County, or a Contractor/Employee on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute, but in no event more than thirty (30) days after it reasonable should have become aware of the event giving rise to the dispute. The time limits in this section may be extended by mutual written agreement of the parties.

11.2 Grievances shall be settled according to the following procedures:



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

**Step 2:** In the event that the representatives are unable to resolve the dispute within five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Committee, which shall meet within five (5) business days after such referral (or such longer time as it mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

**Step 3:** Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final binding arbitration. The parties agree to utilize an arbitrator from Federal Mediation and Conciliation Service.

11.3 Regarding arbitration required in Section 11.2, Step 3, the following rules applies:

- A. The decision of the Arbitrator shall be binding on all parties.
- B. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement.
- C. The expense of the Arbitrator shall be borne equally by both parties.
- D. The Arbitrator shall arrange for a hearing no later than fourteen (14) calendar days from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement.
- E. A written opinion may be requested by a party from the Arbitrator.
- F. In accordance with Section 4.1, the parties agree work will continue on the Project despite any grievances. The Arbitrator shall award liquidated damages as provided in Section 4.3 for any work stoppages.

11.4 The time limits specified in any step of the Grievance Procedure set forth in Section 11.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances of disputes.

11.5 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

11.6 Except as provided in Article 13, any Contractor/Employer which is not otherwise bound through an agreement with a labor organization to a grievance procedure which has jurisdiction to consider and resolve disputes over the imposition of discipline or dismissal of its employees working on this Project shall be bound to the grievance procedure contained in the master labor agreement of the Signatory Union representing the employee(s) involved in the dispute. For the purposes of this section, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by this Agreement. Such Contractor/Employer shall not impose discipline or dismissal on its employees covered by this Agreement without just cause.

## ARTICLE 12 JURISDICTIONAL DISPUTES

12.1 **Assignment of Work.** The assignment of covered work will be solely the responsibility of the Contractor/Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan"), attached hereto as Attachment E, or any successor Plan.

12.2 **The Plan.** All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor/Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor/Employers and Unions parties to this Agreement.

A. If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the

procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

12.3 **No Work Disruption Over Jurisdiction.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

12.4 **Resolution of Jurisdictional Disputes.** If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of the Project by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Section 4.2, above. Additionally, any work stoppages pursuant to this Article shall be subject to the payment of liquidated damages to the County, as provided in Article 4.3.

### **ARTICLE 13 MANAGEMENT RIGHTS**

13.1 The Contractor/Employer shall retain full and exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except as may otherwise be set forth under this Agreement.

13.2 The Contractor/Employer shall be the sole judge of the number and classification of employees required to perform work subject to this Agreement. The Contractor/Employer shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, except as may otherwise be set forth under this Agreement.

### **ARTICLE 14 SAVINGS CLAUSE**

14.1 The parties agree that in the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of this 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 obligations to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence, or word in question.

14.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the parties will negotiate to substitute, by mutual agreement, such material terms during the statute of limitations to appeal the court's decision. Failure to reach mutual agreement upon replacement terms before the expiration of the appeal period, unless additional negotiation time is agreed upon by all parties, the entire Agreement shall be null and void.

14.3 If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the parties agree that all work on the Project that would otherwise be covered by this Agreement should be continued to be constructed without the application of this Agreement for the duration of the injunctive relief so that there is no delay or interference with the ongoing construction of any Project work.

#### **ARTICLE 15 TERM**

15.1 This Agreement shall be included as a condition of the award of construction contracts as part of the Project, unless the Board, pursuant to the Public Contract Code, decides to reject all bids and rebid the Project without this Agreement; or otherwise decides not proceed with the Project.

15.2 This Agreement shall continue in full force and effect until the completion of the Project.

#### **ARTICLE 16 DRUG TESTING PROTOCOL**

16.1 The parties agree that the Drug Abuse, Prevention and Detection Policy, attached hereto and incorporated herein as Attachment C, shall be the policy and procedure utilized under this Agreement.

#### **ARTICLE 17 PROJECT SITE SECURITY**

17.1 No person shall be employed on the Project to whom the County has a reasonable objection. To that end, all Contractor/Employer personnel and Union referrals shall

submit to a background check, including, but not limited to fingerprint images and associated information, as required by the Project Manager, prior to beginning work on the Project. County is the final authority as to who can and cannot enter the Project site. Contractor/Employer and County shall not be liable to pay stand by pay to any employee rejected by County. All laws, as well as Santa Barbara County Sheriff Policies and Procedures, will be upheld at all times at the Project site.

## **ARTICLE 18 HELMETS TO HARDHATS**

18.1 The Contractors/Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program or the Santa Barbara County Veteran's Services 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.

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

## **ARTICLE 19 APPRENTICES**

19.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, Contractors/Employers will employ apprentices from Joint Labor/Management Apprenticeship and/or training Programs, to the extent permitted by law, 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.

19.2 The apprentice ratios will comply with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

19.3 All apprenticeship programs will comply with California law.

19.4 There shall be no restrictions on the utilization of apprentices in performing the work of their craft if they are properly supervised.

19.5 Any Contractor/Employer performing work covered by this Agreement shall have the right to employ apprentices enrolled in any Joint Labor/Management Apprenticeship and/or training Programs apprenticeship program that complies with Section 19.3 and for which the Contractor/Employer is approved to train by such Joint Labor/Management Apprenticeship and/or training Programs prior to the Contractor/Employer's commencement of work covered by this Agreement.

19.6 Contractor/Employers will use good faith efforts to utilize local apprenticeship programs and to hire local apprentices.

## ARTICLE 20 ENTIRE AGREEMENT

20.1 The parties agree that in the negotiation of this Agreement, they have had the opportunity to bargain over all lawful subjects covered by this Agreement and knowingly and willfully enter this Agreement upon all terms set forth herein.

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

By signing this Agreement, the Council warrants and represents that this Agreement covers all of the trades and affiliates which have jurisdiction in Santa Barbara County, are eligible to refer labor to the Project, and which are affiliated with or represented by the Council. This Agreement shall not be effective unless all crafts and trades having jurisdiction in Santa Barbara County which are affiliated with or represented by the Council, including all signatory unions and councils on pages 22 through 24, sign this Agreement, either through authorized signature of the Council or the craft's/trade's authorized representative, on or before Wednesday, October 1, 2014.

The Union officials signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute one and the same instrument.

IN WITNESS whereof the parties have caused this County of Santa Barbara Project Stabilization Agreement to be executed as of the dates written under each Party's signature below.

*[signatures on next page]*

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair

Dated: \_\_\_\_\_

ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Risk Program Administrator

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

TRI-COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

By: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
RAY VAN DER NAT, ESQ.

By: \_\_\_\_\_

Signatory Unions and Councils  
(see attached signature pages)

Signatory Unions and Councils

Asbestos Workers LU #5

Roofers LU #36

BAC LU #4

Sheet Metal Workers LU #273

Boilermakers LU #92

Plasterers LU #200

Elevator Workers LU #18

Tile Marble & Terrazzo LU #18CA

IBEW LU #413

UA LU #114

Ironworkers LU #155

UA LU #345

Ironworkers LU #416

Laborers LU #220

Ironworkers LU #433

Sprinkler Fitters UA LU #669

Painters & Allied Trades District Council 36 on behalf of Painters, Drywall Finishers, Floor Coverers,  
and Glaziers



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Operating Engineers LU #12

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Cement Masons LU #600

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Operating Engineers LU #12

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Teamsters LU #986

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Operating Engineers LU #12

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Millwrights LU #1607

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Southwest Regional Council of Carpenters

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**ATTACHMENT A – LETTER OF ASSENT**

To be signed by all contractors and subcontractors awarded work covered by the project stabilization agreement prior to commencing work.

[Contractor's Letterhead]  
Project Manager, Northern Branch Jail AB900 Phase II  
C/O County of Santa Barbara  
1105 Santa Barbara St.  
Santa Barbara, CA 93101  
Attn: John Green

Re: Project Stabilization Agreement –Letter of Assent

Dear [\_\_\_\_\_]:

This is to confirm that [name of company], as contractor or subcontractor on the Northern Branch Jail AB900 Phase II Project, has received a copy of and accepts and agrees to be party to and bound by the Santa Barbara County Northern Branch Jail- AB900 Phase II Project Stabilization Agreement (“Agreement”) adopted by the Santa Barbara County Board of Supervisors on \_\_\_\_\_, 2014, and any amendments to the Agreement. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the project pursuant to [Contract Number or Identifying Description], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

This letter of asset shall become effective and binding upon the undersigned contractor upon signature below and shall remain in full force and effect until the completion of work as noted in the terms of Agreement.

Sincerely,  
[Name of Construction Company]

By: [\_\_\_\_\_] \_\_\_\_\_  
Name and Title of Authorized Executive

\_\_\_\_\_  
[Date]

**ATTACHMENT B – Employee Craft Request Form**

**COUNTY OF SANTA BARBARA  
PROJECT STABILIZATION AGREEMENT  
CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The County of Santa Barbara Project Stabilization Agreement establishes a good faith effort that a minimum of 45% of all of the labor and craft positions shall be from workers residing: first, in the County of Santa Barbara, second, the County of Ventura or the County of San Luis Obispo, and third, from any other area. For Dispatch purposes, employees residing within any of the first two (2) areas shall be referred to as local residents.

**TO THE UNION:** Please complete the “Union Use Only” section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ **Fax#** ( ) \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Cc:** Project Manager  
**From:** Company: \_\_\_\_\_ **Issued By:** \_\_\_\_\_  
 Contact Phone: ( ) \_\_\_\_\_ **Contact Fax:** ( ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED =</b> _____				

Please have worker(s) report to the following work address indicated below:

**Project Name:** \_\_\_\_\_ **Site:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Report to:** \_\_\_\_\_

**On-site Tel:** \_\_\_\_\_ **On-site Fax:** \_\_\_\_\_

**Comment or Special Instructions:** \_\_\_\_\_

COUNTY OF SANTA BARBARA  
PROJECT STABILIZATION AGREEMENT  
CRAFT REQUEST FORM (Page 2)

**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:		
County of Residence:		
Date worker was dispatched:		
Is the worker referred a: <span style="float: right;">(check all that apply)</span>		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

Once completed send a copy to:

- County of Santa Barbara c/o Project Manager John Green
- Tri-Counties Building and Construction Trades Council c/o Tony Skinner

## **ATTACHMENT C– Drug Abuse, Prevention and Detection Policy**

The parties recognize the problems which drug abuse has created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug free work environment, individual Contractor/Employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Contractor/Employer, the following will apply:

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Project site or while working on any jobsite in connection with work performed under the Project Stabilization Agreement.
2. No Contractor/Employer may implement a drug testing program which does not conform to the provisions of this Agreement for this Project.
3. All applicants or newly hired employees will undergo drug testing at a facility agreed upon by the Contractor/Employer and the Union. The Contractor/Employer agrees to pay each applicant or employee who takes and passes the drug screen testing for the time it takes to undergo the drug screen up to a maximum of two (2) hours. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the Project.
4. The following procedure shall apply to all drug testing:
  - a. The Contractor/Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor/Employer shall draw blood from an employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.
  - b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA) or certified by

the National Institute on Drug Abuse (NIDA), which is chosen by the Contractor/Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplies Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA or NIDA. Should these SAMHSA or NIDA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures. SAMHSA or NIDA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA or NIDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor/Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Contractor/Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

i. Employees who are involved in accidents, including, but not limited to, accidents resulting in damage to the Project site, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

ii. The Contractor/Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the Union. Notice to the Union shall be addressed to the Tri-Counties Building and Construction Trades Council at 411 East Canon Perdido Street, Suite 13, Santa Barbara, CA 93101, and shall be delivered in person or by registered mail, and such testing shall be pursuant to the procedures stated hereinabove.

iii. The Contractor/Employer may test an employee where the Contractor/Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom may be a Union employee. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor/Employer's payroll.

5. The Contractor/Employers will be allowed to conduct periodic jobsite drug testing on construction projects under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA or NIDA certified laboratory, pursuant to the provisions set forth in Paragraph 4 herein.

- e. Only two periodic tests may be performed in a twelve month period.
6. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor/Employer to remove the employee from the jobsite.
7. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the Project Stabilization Agreement.
8. The establishment or operation of this Agreement shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.
9. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Contractor/Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she may be reinstated.
10. The Contractor/Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor/Employer representatives and the Union. Such release to the Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
11. The Contractor/Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.
12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor/Employer rules,



regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. Contractor/Employer shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test. An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately, unless additional testing is required by law. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in this Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by this Policy as a result of any occurrence related to the "quick" screen test.

**DRUG ABUSE PREVENTION AND DETECTION APPENDIX A - CUTOFF LEVELS**

<b>DRUG</b>	<b>SCREENING METHOD</b>	<b>SCREENING LEVEL**</b>	<b>CONFIRMATION METHOD</b>	<b>CONFIRMATION LEVEL</b>
Amphetamines	EMIT	1000 ng/ml*	GC/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	GC/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	GC/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	GC/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	GC/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml

\* SAMHSA/NIDA specified threshold

\*\* A sample reported positive contains the indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

*EMIT- Enzyme Immunoassay*

*GC/MS - Gas Chromatography/Mass Spectrometry*

## ATTACHMENT D — NATIONAL AGREEMENTS

1. National Cooling Tower Agreement- Agreement for Natural Draft Cooling Towers (2004-until terminate),
2. National Stack Agreement- Agreement for Stack-Chimneys (2004- until terminate),
3. National Transient Division Agreement (NTD)- International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers (2007-2010),
4. International Union of Elevator Constructors- Thyssenkrupp Elevator Corporation Agreement (2007-2012),
5. UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians (1998-until terminate)

**ATTACHMENT E — PLAN FOR SETTLEMENT OF JURISDICTIONAL  
DISPUTES IN THE CONSTRUCTION INDUSTRY**

## ATTACHMENT F — MASTER LABOR AGREEMENTS

1. Signatory Union IBEW LU#413: Local Union 413 International Brotherhood of Electrical Workers AFL-CIO Inside Agreement (2013-2016)
2. Signatory Union Operating Engineers LU#12: International Union of Operating Engineers Local 12 Master Labor Agreement (2013- 2016)
3. Signatory Union Ironworkers LU#155, 416 & 433: District Council of Iron Workers of the State of California and the Vicinity- Local 118, 155, 229, 377, 378, 416, 433 Agreement (2011-2014), and Field Bulletin 303 (2013)
4. Signatory Union UA LU#114 & 345: Southern California Pipe Trades District Council No.16 of the United Association, Local Union 78, 114, 230, 250, 345, 364, 398, 403, 460, 484, 494, 582, 761- Master Agreement for the Plumbing and Piping Industry of Southern California (2011-2014)
5. Signatory Union Laborers LU#220: Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO- Southern California Master Labor Agreement (2012-2015)
6. Signatory Union Tile, Marble and Terrazzo LU#18CA: Tile, Marble and Terrazzo Local 18 of California of the International Union of Bricklayers and Allied Craftworkers- Tile Layers, Title Finishers & Marble Finishers Agreement (2014-2017)
7. Signatory Union Sheet Metal Workers LU#273: Local 273 Sheet Metal Workers International Association- Standard Form of Union Agreement, Local Addendum 1 (2009-2017), and Memorandum of Understanding-Contract Extension and Modifications (2014-2017)
8. Signatory Union Roofers LU#36: United Union of Roofers, Waterproofers, and Allied Workers- Local 36 and 220 Master Labor Agreement (2012-2015)
9. Signatory Union Asbestos Workers LU#5: International Association of Heat and Frost Insulators and Allied Workers Local 5 Master Labor Agreement (2011-2014)

10. Signatory Union BAC LU#4: Bricklayers & Allied Craftworkers Local 4-E/4-F of California Agreement (2014- 2017)
11. Signatory Union Southwest Regional Council of Carpenters: Southwest Regional Council of Carpenters and Local Unions in the twelve Southern California counties and Nevada affiliated with the United Brotherhood of Carpenters and Joiners of America Master Labor Agreement (2012- 2016)
12. Signatory Union Plasters LU#200: Operative Plasterers' and Cement Masons' International Association, AFL-CIO, Local Union 200 Labor Agreement (2008-2014)
13. Signatory Union Sprinkler Fitters UA LU#669: Road Sprinkler Fitters Local Union 669 Agreement (2013- )
14. Signatory Union Cement Masons LU#600: Cement Mason Agreement- Local #500 and 600 (2014-2017)
15. Signatory Union Painters District Council 36 on behalf of painters, drywall finishers, floor coverers, and glaziers:
  - A. Master Labor Agreement (2013-2016)
  - B. Master Labor Agreement (2014-2017)- Glazier & Glassworkers 636
  - C. Southern California Drywall Finishers Joint Agreement (2012-2016)
  - D. Master Labor Agreement (2013-2016)- Resilient Floor and Decorative Covering Local 1247
16. Signatory Union Boilermakers LU#92: International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, AFL-CIO- Western States Articles of Agreement (2011-2014)
17. Signatory Union Millwrights LU#1607: Millwright Wage & Fringe Benefit Rates (2014)



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10-2011

# Community Workforce Provisions in Project Labor Agreements: A Tool for Building Middle- Class Careers

Maria Figueroa  
*Cornell University, mcf22@cornell.edu*

Jeffrey Grabelsky  
*Cornell University ILR School, jmg30@cornell.edu*

Ryan Lamare  
*Cornell University, jrl42@cornell.edu*

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# Community Workforce Provisions in Project Labor Agreements: A Tool for Building Middle-Class Careers

## Abstract

[Excerpt] Project Labor Agreements are comprehensive contracts between a construction client and a consortium of unions. They have been used in the construction industry for over 60 years to achieve uniform labor standards, stability and high quality for large construction projects, and are currently evolving to address broader social and community issues. Community Workforce Agreements are PLAs that contain social investment or targeted hiring provisions to create employment and career path opportunities for individuals from low income communities.

Pioneering examples of CWAs included the Los Angeles Community College District PLA (signed in April of 2001), providing for 30 percent of local resident workforce (20 percent of which should be individuals from economically disadvantaged and at-risk populations); and the Port of Oakland (California) PLA (implemented from 2001 to 2008), setting goals for employment of disadvantaged populations and utilization of minority-owned businesses. The first agreements on the West Coast were developed in response to communities' demands for increased opportunities in the construction industry. To address these demands Building Trades Councils began negotiating PLAs with local hiring provisions. Other successfully implemented CWAs in the West include the Los Angeles Unified School District PLA (2003) and the City of Los Angeles Public Works construction projects (2006). Studies by the Partnership for Working Families and by UCLA found that these CWAs resulted in increased employment and retention of local workers, middle-class career paths and poverty reduction in Los Angeles communities, and that they currently constitute "the basis on which the city can monitor and assess the number of local residents working on its projects."

This report profiles the wide range of PLA/CWA provisions that have been designed and implemented during the last 15 years to establish goals and structures that assist in the creation of new standards and the implementation of new and existing laws and regulations related to the labor and employment rights of low income communities, women, and minorities.

## Keywords

project labor agreements, labor, community workforce agreements

## Comments

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