



NOTICE AND AGENDA

CITY OF UNION CITY LEGISLATION AND POLICY COMMITTEE MEETING

Monday, July 21, 2025

3:00 PM

**City Hall - City Council Conference Room
34009 Alvarado-Niles Road
Union City, CA 94587**

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of the Minutes**
 - 3.a. April 28, 2025 Meeting**
- 4. ORAL COMMUNICATIONS - Comments limited to items on the Special Meeting Agenda**
- 5. Business Matters**
 - 5.a. Review and Recommendation of the Draft Project Labor Agreement**
- 6. ADJOURNMENT**

Posted: July 17, 2025

**/s/ Thai Nam Pham
Thai Nam Pham, MMC, CPMC
City Clerk**

Any writings or documents provided to a majority of the Committee regarding an item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 34009 Alvarado-Niles Road, Union City, California, during normal business hours. Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested parties must request accommodations at least 72 hours in advance of the meeting by calling (510) 675-5448.



Agenda Item

ATTACHMENTS:

Description		Type
	Action Minutes	Attachment



**CITY OF UNION CITY
LEGISLATION AND POLICY COMMITTEE MEETING**

Monday, April 29, 2025 | 3:00 PM

**City Hall - City Council Conference Room
34009 Alvarado-Niles Road
Union City, CA 94587**

1. Call to Order

Mayor Singh called the meeting to order at 3:01 PM.

2. Roll Call

Attendance	Attendee Name
Present	Councilmember Nishihira Mayor Singh
Absent	None

3. Approval of the Minutes

There were no minutes presented for approval.

4. ORAL COMMUNICATIONS

There were no oral communications.

5. Business Matters

5.a. Review Policy Governing Expenses of the City Council

City Clerk Thai Pham and City Attorney Kristopher Kokotaylo presented proposed amendments to the Council Travel Expense Policy. The Committee provided consensus direction to remove the unused cash advance provision and revise the per diem language to rely solely on current federal GSA rates without listing fixed example amounts. The Committee also approved extending the reimbursement submission deadline from 30 to 45 days, updating the title of "IT Manager" to "IT Director," and adding policy language to permit city-funded mobile data capabilities for LTE-enabled devices, subject to budget availability.

The Committee discussed the policy on unused travel fund redistribution. Consensus was reached to eliminate the existing \$2,000 cap for reallocating unspent funds. However, the Committee affirmed that relinquishment of funds by individual Councilmembers should remain voluntary and not automatic. Members agreed that any decision to release unused funds must be made by the first regular City Council meeting in May to ensure timely budget forecasting and equitable redistribution.

5.b. Commission Norms and Compliance Standards – Review of Commissioner Attendance, Training Compliance, and Roles of Alternate Commissioners

City Clerk Pham presented a review of proposed updates to commission attendance, training compliance, and the roles of alternate commissioners. The Committee directed that commissioners who arrive more than ten minutes late without prior notice will be marked unexcused and ineligible for compensation. Commissioners who provide advance notice of tardiness may still be marked present, provided the absence does not disrupt quorum. This policy will be placed in the Commission Norms and Guidelines by resolution.

The Committee also approved shifting the attendance tracking period from a rolling 12-month basis to a calendar year basis, aligning with term start and end dates. The Committee directed that all commissions and committees be required to adopt a regular meeting calendar before the start of each calendar year to clearly define what constitutes a “regular meeting” under the attendance policy.

With respect to ethics training, the Committee supported codifying the requirement that commissioners must both complete and submit documentation for AB 1234 Ethics Training and AB 1661 Harassment Prevention Training within the state-mandated timeframe. Failure to do so will result in automatic removal and a 24-month disqualification period from serving on any board or commission. The Committee also affirmed that the City Clerk must maintain formal records of all swearing-in ceremonies for commissioners and alternates.

The Committee discussed the role of alternate commissioners and agreed to establish a non-mandatory expectation that alternates attend at least 30 percent of regular meetings to remain engaged and informed. Alternates may sit on the dais and participate in discussions when all regular members are present but may not vote unless officially seated to fill an absence. When called upon to serve but unable to attend, alternate absences will be considered excused on a case-by-case basis. No changes will be made at this time to the attendance threshold or vacancy process for alternate commissioners.

6. ADJOURNMENT

Mayor Singh adjourned the meeting at 4:42 PM.



Agenda Item

ATTACHMENTS:

Description		Type
	Draft Community Workforce Agreement	Attachment

CITY OF UNION CITY

COMMUNITY WORKFORCE AGREEMENT

Between

THE CITY OF UNION CITY

and

THE BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY

AND THOSE SIGNATORY LOCAL UNIONS

EFFECTIVE as of _____

INTRODUCTION/FINDINGS

This Community Workforce Agreement (the "Agreement") is entered into this ____ day of _____, 2025 ("the Effective Date"), by and between the City of Union City (hereinafter the "City"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the **"Agreement to be Bound" (Addendum A)** (hereinafter the "Contractor(s)/Employer(s)"), and the Building and Construction Trades Council of Alameda County (hereinafter the "Council") and those local Unions that have executed this Agreement (referred to collectively herein as the "Union(s)").

PURPOSE

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Union City through the use of skilled labor resulting in quality construction outcomes, to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) hereinafter defined and covered by this Agreement, and to increase training and employment opportunities in the construction trades through local hire, apprenticeship and pre-apprenticeship, and community partnership programs for residents of the Local Area hereinafter defined.

RECITALS

WHEREAS, the timely and successful completion of the City's construction projects is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

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

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

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/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 Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to the Agreement; and

WHEREAS, the Contractor/Employers and the Union(s) and the City of Union City wish to ensure labor peace at the jobsite devoid of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements and contractors that are not signatory to collective bargaining agreements are supervising employees; and,

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

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, SB 922, codified as Public Contract Code Section 2500 *et seq.*, authorizes public entities to use, enter into, or require contractors to enter into, project labor agreements for construction projects, provided the agreement includes specified taxpayer protection provisions, which requirements have been incorporated into this Agreement; and

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

WHEREAS, the City of Union City has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts; and

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

AGREEMENT

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

1 DEFINITIONS

- 1.1 "Agreement" means this Community Workforce Agreement.
- 1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.
- 1.3 "City" means the City of Union City.
- 1.4 "Completion" means that point at which there is Final Acceptance and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.
- 1.5 "Construction Contract" means all contract(s) under which construction is performed for a Project, including those contracts let pursuant to California Public Contract Code Section 22030 *et seq.*, design-build contracts or other contracts for Public Projects as that term is defined in the Uniform Public Construction Cost Accounting Act.
- 1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including a prime contractor, general contractor, construction manager, design-build entity, lease-leaseback entity, or equivalent), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the City with respect to the construction of any part of

the Project, under contract terms and conditions that are approved by the City, and all contractors and subcontractors of any tier.

- 1.7 “Core Worker” is a person that a Contractor/Employer can demonstrate meets all of the following qualifications: he or she (a) appeared on the Contractor/Employer's active payroll for at least ninety (90) of the last one hundred and eighty (180) working days prior to award of a Construction Contract; (b) possesses all licenses and certifications required by applicable state and federal law for the work being performed; (c) has the ability to safely perform the basic functions of the applicable trade as required by law; (d) has worked at least one thousand (1,000) hours in the applicable craft or trade; and (e) is a Local Resident.
- 1.8 “Council” means the Building and Construction Trades Council of Alameda County.
- 1.9 “Effective Date” means _____, 2025, which is the date upon which the Agreement was both ratified by the City Council of the City of Union City and executed by the City and the Council.
- 1.10 “Final Acceptance” means that point in time at which the City has finally determined that the work pursuant to a Construction Contract has been completed.
- 1.11 “Local Area” means the City of Union City.
- 1.12 “Local Resident” means a person permanently residing in the Local Area, as demonstrated by proof of residency that is not a post office box.
- 1.13 “Master Agreement” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.
- 1.14 “New Apprentice” means a Local Resident who is being sponsored into or has been enrolled in a state-approved apprenticeship training program administered by a Joint Apprenticeship Training Committee for less than two years.
- 1.15 “Operative Date” means the date that is 90 calendar days following the Effective Date. However, should the City issue any bid documents, requests for proposals, or other equivalent solicitations for a project(s) that satisfies the definition in Section 1.17 between the Effective Date and the Operative Date, this Agreement and all of its provisions shall apply to said project(s).
- 1.16 “Operative Term” means the period of time that begins on the Operative Date and continues until the end of the Term.
- 1.17 “Project” means (i) all City projects where the engineer's estimate of the total cost of the project, or the cumulative bid amount(s) submitted by the contractor(s) awarded Construction Contracts for the Project, meets or exceeds one million dollars (\$1,000,000). All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term “Project” applies to each and all projects as defined in this section, whether used in the singular or plural herein. Projects shall not

be divided or split into separate contracts for the purpose of evading coverage under this Agreement.

- 1.18 “Project Manager” means the person(s) or entity(ies) designated by the City to oversee the Projects and the implementation of this Agreement.
- 1.19 “Schedule A” has the same meaning as Master Agreement.
- 1.20 “Sole Operator” means a licensed contractor with no employees and exempted by the Contractor’s State License Board from the requirement to carry worker’s compensation insurance, pursuant to California Business and Professions Code section 7125.
- 1.21 “Term” means the period of time consisting of the “Operative Term” and any “Extended Term(s)” as those phrases are defined in Section 18.2.
- 1.22 “Union” or “Unions” means the Building and Construction Trades Council of Alameda County and the labor organizations identified on the attached Union Signatures page that become 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..
- 1.23 “Veteran” means a person who served in the United States military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, which is the same meaning set out in 38 U.S.C. § 101(2).

2 SCOPE OF AGREEMENT

- 2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council, and the Unions.
- 2.2 Applicability: During the Operative Term, this Agreement governs all Construction Contracts awarded on a Project as defined. This Agreement shall no longer apply after Completion, except when the City directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract, when a Contractor performs work under a change order for a Construction Contract, and when start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project are performed pursuant to a Construction Contract.
- 2.3 Covered Work: This Agreement covers, without limitation, site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project, that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of a Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary and permanent HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start up, installation of modular furniture, and final clean up. On-site work includes

work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

- 2.3.1 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication for the Project defined herein, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).
- 2.3.2 The furnishing of supplies, equipment or materials that are stockpiled for later use shall in no case be considered subcontracting. However, construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process, as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation material, construction debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.
- 2.3.3 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, that the installation of specialty items which may be furnished by the Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; further, provided, however, in circumstances requiring special knowledge of the particular item(s), work may be performed by construction persons of a manufacturer or vendor where necessary to protect a manufacturer's warranty provided the manufacturer or vendor can demonstrate that the work cannot be performed by construction persons employed under this Agreement.
- 2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of various National Agreements as follows: the National Agreement of Elevator Constructors, the National Transit Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles 4, 13, and 14 of this Agreement shall apply to such work.

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

- 2.4.1 Construction Contracts awarded by entities other than the City.
- 2.4.2 The current or anticipated operation, maintenance, repair, access to or use of any of the City's buildings or facilities, except in those circumstances where the Project satisfies the requirements set forth in Section 1.17 ("Projects").

- 2.4.3 Work performed by the City's own employees as permitted by the California Public Contract Code.
 - 2.4.4 Contractor/Employer's non-construction craft employees such as executives, managerial employees, engineering employees, design employees, supervisors above the level of general foreman (unless covered by a Master Agreement), and office, clerical, and administrative personnel that are not performing construction work on the project.
 - 2.4.5 Any non-Project work performed on, near or leading to the site of work covered by this Agreement that is undertaken by state, county, or other governmental bodies or their contractors; or by public or private utilities or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.
 - 2.4.6 Off-site maintenance of leased equipment and on-site supervision of such work.
 - 2.4.7 Construction Contracts for emergency work performed without formal notice of a competitive solicitation for bids, as expressly permitted by Public Contract Code section 20303, provided the requirements therein are satisfied, unless the emergency work is for a Project or the City orders the emergency work to be subject to a competitive solicitation for bids. Notwithstanding this provision, the City and the Council may agree that this Agreement shall apply to emergency work on a case-by-case basis.
 - 2.4.8 Construction Contracts substantially funded by any federal, state, local or other public agency that prohibits the application of this Agreement. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then the Council and City shall meet and confer, after which the City may elect to modify or remove such specific provision of the Agreement for the Construction Contract at issue to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.
- 2.5 Award of Contracts: It is understood and agreed that the City has the right to select any qualified bidder for the award of Construction Contracts under this Agreement, pursuant to California Public Contract Code Section 2500 *et. seq.* The bidder need only be willing, ready, and able to execute the Agreement to be Bound. This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance. In the event that a Construction Contract extends beyond the Operative Term or any Extended Term, the terms of this Agreement incorporated therein shall survive until Completion, notwithstanding anything to the contrary in this Agreement.

- 2.6 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time; however, if such a Construction Contract or portion of a Construction Contract is later reauthorized, this Agreement shall apply. Furthermore, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Project's work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of the Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section. For the avoidance of doubt, in the event of any such scheduling modifications, the terms of the applicable Master Agreement shall apply.

3 EFFECT OF AGREEMENT

- 3.1 By executing this Agreement, the Council, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.
- 3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.
- 3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.
- 3.4 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.
- 3.5 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s)

with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

- 3.6 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.
- 3.7 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.
- 3.8 The Unions agree that this agreement does not have the effect of creating any joint employment status between or among the City and/or any contractor or subcontractor.

4 WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

- 4.1 The Council, the Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:
 - 4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit down, stand-in, wobble, boycott, 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 any other facility of the City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article, except that the Unions or construction persons employed on the Projects may not participate in any strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, or otherwise advising the public that a labor dispute exists at a Project jobsite because of a dispute between Unions and Contractor(s) on any other project.
 - 4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.
 - 4.1.3 As indicated in Section 4.1.1, there shall be no strike, sympathy strike, picketing, handbilling or otherwise advising the public that a labor dispute exists, refusal to work, walk-off, sit-down, stand-in, wobble, boycott, or slowdowns of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Projects and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike or withhold labor from the Contractor(s) on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the Union(s) and Contractor(s) agree to an

interim agreement that will apply until a new Master Agreement is reached, the employees shall work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union(s) and Contractor(s). If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In consideration of the foregoing, the Contractor(s) shall not incite, encourage, or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the City's decision to terminate or suspend work on the site or any portion thereof for any reason.

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

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

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

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

- 4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.
- 4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance.
- 4.2.5 Liquidated Damages: If the Arbitrator determines that a violation of Section 4.1 has occurred, the breaching party shall, within eight (8) hours of the issuance of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight (8) hour period after the arbitrator's issuance of the decisions, then the breaching party shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the City per shift until the breach is remedied. The arbitrator shall retain jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial decision.
- 4.2.6 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.
- 4.2.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

- 4.2.8 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.
- 4.2.9 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

5 PRE-JOB CONFERENCES

- 5.1 Timing: The Project Manager shall convene and conduct, at a physical or virtual location and time agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least ten (10) working days prior to the commencement of any Project work, or the commencement of any Project work under a subsequently awarded Construction Contract.
- 5.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City or their designee may attend at their discretion.
- 5.3 The pre-job conference shall include but not be limited to the following subjects:
 - 5.3.1 A listing of each Contractor's scope of work
 - 5.3.2 The craft assignments;
 - 5.3.3 The estimated number of craft workers required to perform the work
 - 5.3.4 Transportation arrangements;
 - 5.3.5 The estimated start and completion dates of the work;
 - 5.3.6 Discussion of pre-fabricated materials; and
 - 5.3.7 Discussion of any work to be done by a manufacturer per section 2.3.3.
- 5.4 Joint Administrative Committee: In order to ensure the terms of this Agreement are being fulfilled and concerns pertaining to the operation of this Agreement are addressed, the City and the Council shall establish a Joint Administrative Committee ("JAC") as set forth in Article 12 of this Agreement. The JAC shall meet to assess the implementation of this Agreement, review the progress of Projects, and facilitate harmonious relations between the parties. Both the City and the Council shall have the right to call a meeting of the JAC.

6 NO DISCRIMINATION

- 6.1 The Contractors and the Unions agree to not engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, disability or any other basis made illegal by federal, state, and local law against any person, or applicant for employment on the Projects.

7 UNION REPRESENTATION

- 7.1 The Contractor(s)/Employer(s) recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.
- 7.2 The Contractor(s)/Employer(s) shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.
- 7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

8 REFERRAL AND CORE WORKERS

- 8.1 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Unions shall operate the Job Referral System in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those that require equal employment opportunities and prohibit discrimination
- 8.2 The Contractor(s)/Employer(s), including those that are not signatory to a Master Agreement, shall have the right to reject any applicant referred by the Union(s), to the extent permitted under the terms of the applicable Master Agreement.
- 8.3 Sole Operators. A Sole Operator self-performing work on a covered Project must abide by the applicable Master Agreement, and must obtain a dispatch from the Union hiring hall if required. If the Sole Operator hires an employee(s), the employee(s) must be dispatched in conformance with this Agreement. Before hiring an employee(s) on the Project, the Sole Operator must request permission from the JAC through the Coordinator and provide evidence of compliance with CLSB and Workers Compensation requirements.
- 8.4 Core Workers
- 8.4.1 A Contractor may request by name, and the local Union shall honor, referral of Core Workers. The Union will first refer to such Contractor one (1) worker from the applicable hiring hall, and then will refer one (1) of the Contractor's Core Workers. This alternating procedure shall repeat until such Contractor/Employer has hired a maximum of five (5) Core Workers. Thereafter, all additional employees shall be hired exclusively from the applicable hiring hall out-of-work list. For the duration of the Contractor's work, this ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of Core Workers to hiring hall referrals as

was applied in the initial hiring. This Section applies only to employers not signatory to a Master Agreement and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate contract administration procedures and the appropriate fringe benefit fund coverage, all Contractors shall require their Core Workers to register with the appropriate Union hiring hall and be dispatched to the Project prior to starting work.

8.4.2 Upon request by any Party to this Agreement, including the applicable Union, the Contractor employing any Core Worker shall provide satisfactory proof (i.e., payroll records, quarterly tax records, or similar documentation) evidencing the worker's qualification as a Core Worker to the City and the Council.

8.4.3 Prior to each Contractor performing any Covered Work on a Project, such Contractor or subcontractor shall provide a list of its Core Workers to the City and the Council. Failure of such a Contractor to do so will result in that Contractor being prohibited from using any Core Workers on that Construction Contract.

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

8.6 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 excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires any worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

9 WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the

respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

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

9.5 Work on Fire Sprinkler Systems: All inspections on a Fire Sprinkler System shall be performed by an ASSE 15000 certified Sprinkler Fitter who is registered with the Office of the California State Fire Marshall. All testing and/or maintenance performed on any Fire Sprinkler System shall be performed by an individual who has graduated from a state-approved apprenticeship program. All apprentices working on fire protection systems shall be registered with a state-approved apprenticeship program.

10 **LOCAL HIRE, APPRENTICES, AND WORKFORCE DEVELOPMENT**

10.1 Local Hire: It is in the interest of the parties to this Agreement to facilitate employment of Local Area residents and to use resources in the Local Area in construction of the Project. It is the objective of the parties that not less than twenty-five percent (25%) of all hours worked on the Project will be worked by residents of the Local Area and the local communities described in the priority tiers below. The Unions will exert their utmost efforts to recruit sufficient numbers of craft persons that are Local Residents to fulfill the referral requirements of the Contractor(s)/Employer(s). To the greatest extent allowed by law, and to the greatest extent consistent with the Unions' hiring hall provisions, and as long as they possess the requisite skills and qualifications, the Unions agree that residents of the Local Area shall be first referred for Project work, including journey-level workers and apprentices covered by this Agreement. While the objective is to utilize as many workers from the Local Area as possible, the parties recognize that it may not always be practicable. The parties therefore agree that the dispatch and employment of workers shall be in the following priority:

Priority 1: Residents of the City of Union City

Priority 2: Residents of the Cities of Fremont, Newark, and Hayward

Priority 3: Residents of Alameda County

Priority 4: All other areas

10.2 Apprenticeship and Workforce Development:

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

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

10.2.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

- 10.2.4 Consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, Contractor(s)/Employer(s) shall hire one (1) New Apprentice for the first one million (\$1,000,000) dollars as determined by the engineer's estimate. Thereafter, Contractor(s) will be required to hire one (1) New Apprentice for every five million dollars (\$5,000,000) determined by the engineer's estimate. The New Apprentice(s) must work a minimum of 10% of the total craft's work hours. The intent of this provision is to utilize New Apprentices to the fullest extent permissible by state law and the Master Agreements.
- 10.2.5 The Contractor may deploy the apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the craft on the City of Union City project. Certified Payroll must reflect the hours worked. The Contractor must fully document efforts to hire a New Apprentice, through the following steps: 1) requesting New Apprentices through the Union dispatch procedure, 2) contacting a minimum of three (3) MC3-certified or Union pre-apprenticeship training programs for the applicable craft or trade for referral of Local Residents.
- 10.2.6 There can be no more than one (1) entry-level New Apprentice for each craft, provided said crafts have apprenticeship openings and the general contractor will be able to include New Apprentices hired by their subcontractor to meet this requirement. The Unions will agree to cooperate with the Contractor(s) in furnishing apprentices as requested and the hiring of the apprentices will be in accordance with the Apprenticeship provisions listed in the Master Agreements and/or the Union agreements with the Division of Apprenticeship Standards, and the apprentices shall be properly supervised and paid in accordance with provisions contained within the Master Agreements. The Unions and Contractor(s)/Employer(s) shall cooperate with local pre-apprenticeship programs to ensure Local Residents have the opportunity to apply for and enter into the apprenticeship programs.
- 10.2.7 Failure of Contractors and their subcontractors to maintain qualified apprentices on the job will be subject to corrective action and, if not corrected, monetary penalties, as determined by the Joint Administrative Committee as identified in Article 12.
- 10.2.8 Enforcement, Compliance & Reporting: Contractors will be required to submit Certified Weekly Payrolls to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article 10. At a minimum the monthly reports must include 1) data on Local Residents work hour utilization on a craft by craft basis, 2) number of New Apprentices hired and the hours they have worked, 3) documentation showing any requests made to the Union dispatchers for Local Residents and the Union's response to the request. Enforcement of this article shall be according to the Grievance and Arbitration procedure outlined in Article 13.
- 10.3 Community Workforce Partnerships. The parties recognize the need to build within the region a pipeline to careers in the construction industry. Such effort would serve the parties' mutual goals of providing career opportunities and of developing adequate numbers of competent workers in the construction industry. In furtherance of these goals, the parties agree to work together in good faith, and in partnership with the Construction Trades Workforce Initiative (CTWI), and in conjunction with other interested community-based organizations, to identify and develop an initiative or multiple initiatives to connect residents of the region with careers in the Building and Construction Trades, with a particular focus on providing opportunities to disadvantaged individuals.

10.4 Helmets to Hardhats.

- 10.4.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The 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 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.
- 10.4.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

11 COMPLIANCE

- 11.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions, and not the City, to investigate and monitor compliance with the provisions of Article 9 of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City or its designee shall comply with its obligations thereunder as well as this Agreement.

12 JOINT ADMINISTRATIVE COMMITTEE

- 12.1 There is hereby established a four (4) person Joint Administrative Committee ("JAC"). The JAC shall be comprised of two (2) representatives selected by the City and two (2) representatives selected by the Council. The City and the Council shall designate alternates who may serve in the absence of the designated representatives for any purpose. The JAC shall meet quarterly, or at the request of any Party to the Agreement, including Contractor(s)/Employer(s), to review the implementation of the Agreement, review progress of the Projects, and resolve concerns or issues relating to the administration of the Agreement; however, the JAC may not change, amend, add to or detract from any of the provisions of the Agreement. The Project Manager shall convene and facilitate the quarterly meetings and any other meetings as requested.
- 12.2 The City and Council representatives shall report on Project progress and provide ongoing workforce projections to facilitate efficient construction and compliance with the Local Hire goal.
- 12.3 The JAC shall convene in an effort to resolve any grievance filed pursuant to Article 13 by unanimous vote, with such resolutions to be final and binding on all signatories to the Agreement. The failure of any party to attend said hearing shall not delay the hearing or issuance of an award by the JAC, and in the absence of any party to the grievance, the hearing may proceed *ex parte*. If the JAC is unable to resolve the grievance, the grievance may be referred in accordance with Step 3 of Article 13.

- 12.4 In the event the City has received no bids for a Project, the City may convene a meeting of the JAC to discuss the bidding requirements, the pool of available contractors for the work, and whether this Agreement had an impact on bidding outcomes. Upon mutual agreement, the JAC may determine that application of this Agreement should be waived for the Project in question.
- 12.5 The City or the Council may, at any time, request an emergency meeting of the JAC to address and resolve concerns or issues relating to the administration of this Agreement. Upon a request for an emergency meeting, the JAC shall convene within three (3) business days.

13 GRIEVANCE ARBITRATION PROCEDURE

- 13.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article 4 and Article 14, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.
- 13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.
- 13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.
- 13.4 Grievances shall be settled according to the following procedures:
- Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.
- Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Joint Administrative Committee for final and binding decision by majority vote, as set forth in Article 12. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article 4, or if not available, the alternate arbitrator designated in Article 4, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

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

- 13.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.
- 13.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.
- 13.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.
- 13.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.
- 13.9 Should any of the arbitrators listed in this Article or Article 4 no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement.

14 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 14.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s)/Employer(s) performing the work involved; and such work assignments will be in

accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

- 14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor(s)/Employer(s) 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(s)/Employer(s) and Unions parties to this Agreement.
- 14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.
- 14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.
- 14.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

15 MANAGEMENT RIGHTS

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

16 DRUG AND ALCOHOL TESTING

- 16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited. In addition, the use and/or sale of tobacco or vaping products on City property is prohibited.
- 16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

17 SAVINGS CLAUSE

- 17.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void,

by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

- 17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.
- 17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article 4.

18 TERM

- 18.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.
- 18.2 The Operative Term shall be a period of five (5) years. Prior to the five (5) year anniversary of the Operative Date of this Agreement, the City and the Council shall meet to discuss proposed changes to the Agreement and/or whether the agreement should be extended for an additional period or periods of time (an "Extended Term(s)"). Absent changes or termination, the Agreement shall automatically continue for successive one (1) year Extended Terms.

19 MISCELLANEOUS PROVISIONS

- 19.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.
- 19.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures. The Parties agree that the Agreement may be executed using electronic signatures so long as they are valid and enforceable under California law.
- 19.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.
- 19.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

- 19.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

[SIGNATURES TO FOLLOW]

CITY:

CITY OF UNION CITY, a California Municipal Corporation

By: _____
_____, City Manager

Date: _____

COUNCIL:

Building and Construction Trades Council of Alameda County , AFL-CIO

By: _____
Andreas Cluver, Secretary-Treasurer

Date: _____

SIGNATORY UNIONS

ADDENDUM A
AGREEMENT TO BE BOUND

[Date]

[Addressee]

[Address]

Re: Community Workforce Agreement for the City of Union City
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the Community Workforce Agreement for the City of Union City ("Agreement"), as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

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

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Agreement undertaken by the undersigned, and the undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound. This Agreement to Be Bound shall survive the end of the Term of the Agreement, as specified in Section 2.5 of the Agreement.

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

CONTRACTOR/SUBCONTRACTOR: _____

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

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

160063\1572846

