

## ITEM 4.9

### **CITY MANAGER'S REPORT SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE A COMMUNITY WORKFORCE AND TRAINING AGREEMENT WITH THE SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL FOR THE CORPORATION YARD AND EVIDENCE FACILITY RETROFIT PROJECT, GG 21-13**

**RECOMMENDATION: Adopt Resolution Approving a Community Workforce and Training Agreement with the San Joaquin Building and Construction Trades Council, for the Corporation Yard and Evidence Facility Retrofit Project, GG 21-13**

---

#### **SUMMARY:**

A Community Workforce and Training Agreement (CWTA), also known as a Project Labor Agreement (PLA), is an agreement between a public agency and local labor organizations for specific construction projects. Contractors performing work on designated projects are legally bound by the CWTA, which sets standards for worker pay and benefits, work conditions, employment protections, goals and targets for hiring, and incorporation of community needs and interests. CWTAs may vary between jurisdictions and unions involved. Still, most include guarantees of no-strikes or lockouts, alternative dispute resolution procedures, and hiring through a union referral systems or by utilizing apprenticeship programs.

Tonight, staff requests the City Council:

- Approve the attached CWTA (Attachment B) for the Corporation Yard and Evidence Facility Retrofit Project, Capital Improvement Project GG 21-13. The term of the CWTA shall apply until the completion of the project as set forth in the bid document, and Sections 1.2 and 2.2 of the CWTA.
- If approved, authorize the City Manager or designee to execute the agreement and accept any minor modifications to the agreement as approved by the City Attorney and negotiated by the City Manager during the term of the CWTA.

#### **BACKGROUND:**

The goal of the CWTA is to develop opportunities for qualified locally hired individuals and veterans for the construction of various Public Works related Capital Improvement Projects (CIPs). Additionally, the aim is to facilitate training and employment for local students and veterans in the construction industry and trades through apprenticeships and to encourage the efficiency of construction operations performed by public works departments in local agencies.

**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING  
APPROVE A COMMUNITY WORKFORCE AND TRAINING AGREEMENT WITH  
THE SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL**

In addition, the CWTA intends to reconcile labor disputes and to resolve grievances without the need for labor stoppages (i.e., strikes), which serves the public interest and leads to the orderly completion of construction projects.

Furthermore, the CWTA aims to place high priority on the development of comprehensive programs for the recruitment, training and employment of community members, local area residents and military veterans, and to recognize the ability of local apprentice readiness programs and apprenticeship programs to provide meaningful and sustainable career pathways to careers in the construction industry.

Staff proposes Council approve the proposed CWTA for the Corporation Yard and Evidence Facility Retrofit Project, GG 21-13. The project under the CWTA will comply with all other state regulations per the Public Contracts Code (PCC) and will be subject to prevailing wage requirements. The prevailing wages are determined by the Department of Industrial Relations (DIR) according to the type of work and project location.

Some of the key provisions of the proposed CWTA for the project include:

- Effective date of agreement is upon Council approval and the duration of the term is until the completion of the project as set forth in the bid documents.
- Priority hiring for local area residents and military veterans, and the ability to provide local apprentice readiness programs and apprenticeship programs to provide meaningful and sustainable career pathways to careers in the construction industry.
- This CWTA will be applicable for the Corporation Yard and Evidence Facility Retrofit Project, GG 21-13.
- The CWTA project is still subject to competitive bidding and the requirement to pay prevailing wages.
- Contractors recognize the Trades Council and the Unions as the sole and exclusive bargaining representative for the craft employees engaged in project work, and contractors further recognize that the Unions shall be the primary source of craft labor employed on the project work.
- Workers of various skills, which are required in the performance of the designated construction work, will be represented by the Unions signatory to this agreement and employed by contractors and subcontractors who are also signatory to this agreement.
- In the interest of the public, the City, the Unions, and the Contractors/Employers agree to manage the construction project in an orderly

**CITY MANAGER'S REPORT** **PAGE 3**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE A COMMUNITY WORKFORCE AND TRAINING AGREEMENT WITH**  
**THE SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL**

manner without disruption (i.e. strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work).

- Contractors/Employers and the Unions will mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this CWTA.

**FISCAL IMPACT:**

City staff will administer the CWTA. The administration cost of the CWTA is approximately the equivalent of 2.5 percent of contract cost for the designated project.

**ATTACHMENTS:**

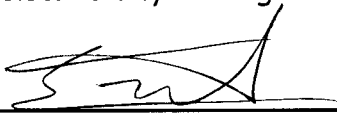
- A. Resolution Approving a Community Workforce and Training Agreement with the San Joaquin Building and Construction Trades Council, for the Corporation Yard and Evidence Facility Retrofit Project, GG 21-13
- B. Community Workforce and Training Agreement for the Corporation Yard and Evidence Facility Retrofit Project

**CITY MANAGER'S REPORT** **PAGE 4**  
**SEPTEMBER 12, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE A COMMUNITY WORKFORCE AND TRAINING AGREEMENT WITH**  
**THE SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL**

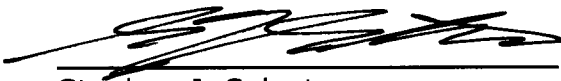
**APPROVALS:**

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

9.6.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

9.6.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

9.6.22  
\_\_\_\_\_  
Date

## **RESOLUTION NO. 22-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A COMMUNITY WORKFORCE AND TRAINING AGREEMENT WITH THE SAN JOAQUIN BUILDING AND CONSTRUCTION TRADES COUNCIL, FOR THE CORPORATION YARD AND EVIDENCE FACILITY RETROFIT PROJECT, GG 21-13**

**WHEREAS**, the Community Workforce and Training Agreement (CWTA), also known as a Project Labor Agreement (PLA), is an agreement between a public agency and local labor organizations for a specific construction project; and

**WHEREAS**, Contractors performing work on designated projects are legally bound by the CWTA, which sets standards for worker pay and benefits, work conditions, employment protections, goals and targets for hiring, and incorporation of community needs and interests; and

**WHEREAS**, CWTAs may vary between jurisdictions and unions involved. Still, most include guarantees of no-strikes or lockouts, alternative dispute resolution procedures, and hiring through a union referral systems or by utilizing apprenticeship programs; and

**WHEREAS**, the CWTA aims to promote efforts and to increase employment opportunities for local residents and surrounding communities as well as facilitate training and employment for local students, veterans in the construction industry and trades through apprenticeships and encourage the efficiency of the construction project performed by public works department; and

**WHEREAS**, the CWTA intends to reconcile any labor disputes and resolve grievances without the need for labor stoppages (i.e., strikes), which serves the public interest and leads to the orderly completion of the construction project; and

**WHEREAS**, tonight, staff requests the Council:

- Approve the attached CWTA (Attachment "B" of the City's Manager Report, dated September 12, 2022) for the Corporation Yard and Evidence Facility Retrofit Project, Capital Improvement Project GG 21-13. The term of the CWTA shall apply until the completion of the project as set forth in the bid documents, and Sections 1.2 and 2.2 of the CWTA; and
- If approved, authorize the City Manager or designee to execute the agreement and accept any minor modifications to the agreement as approved by the City Attorney and negotiated by the City Manager during the term of the CWTA; and

**WHEREAS**, City staff will administer the CWTA. The administration cost of the CWTA is approximately the equivalent of 2.5 percent of contract cost for the designated project; and

- Contractors recognize the Trades Council and the Unions as the sole and exclusive bargaining representative for the craft employees engaged in project work, and contractors further recognize that the Unions shall be the primary source of craft labor employed on the project work.
- Workers of various skills, which are required in the performance of the designated construction work, will be represented by the Unions signatory to this agreement and employed by contractors and subcontractors who are also signatory to this agreement.
- In the interest of the public, the City, the Unions, and the Contractors/Employers agree to manage the construction project in an orderly manner without disruption (i.e. strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work).
- Contractors/Employers and the Unions will mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this CWTA.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby authorize the City Manager or designee to execute the agreement and accept any minor modifications to the agreement as approved by the City Attorney and negotiated by the City Manager during the term of the CWTA.

The foregoing resolution was passed and adopted this 12<sup>th</sup> day of September 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**CITY OF LATHROP  
COMMUNITY WORKFORCE AND TRAINING AGREEMENT**

**CORPORATION YARD AND EVIDENCE FACILITY RETROFIT PROJECT**

**INTRODUCTION/FINDINGS**

This Agreement is entered into this **12<sup>th</sup> day of September 2022**, by and between the City of Lathrop ("City"), together with its contractors and subcontractors of all tiers who shall become signatory to this Agreement by executing an "Agreement to be Bound" (Addendum A) ("Contractor(s)/Employer(s)"), and the San Joaquin Building and Construction Trades Council ("Council"), together with its affiliated local Unions who have executed this Agreement ("Union(s)").

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Lathrop through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

**WHEREAS**, the timely and successful completion of the Project 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 the construction work and will be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

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

**WHEREAS**, it is recognized that on 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 may be substantial without an overriding commitment to maintain continuity of 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 Project 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 this Agreement; and



**WHEREAS**, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; 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 community members, local area residents and military veterans, and recognizes the ability of local apprentice readiness programs and apprenticeship programs to provide meaningful and sustainable career pathways to careers in the construction industry; and

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

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

**ARTICLE I**  
**DEFINITIONS**

1.1 “Agreement” means this Community Workforce and Training Agreement (“CTWA”).

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 Lathrop and its City Council, officers, agents and employees, including managerial personnel.

1.4 “Completion” means that point at which there is Final Acceptance by the City of a Construction Contract 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 the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the City that are necessary to complete the Project.

1.6 “Contractor(s)/Employer(s)” or “Contractor(s)” or “Employer(s)” means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a 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 that incorporate this Agreement, and all contractors and subcontractors of any tier.

1.7 “Council” means the San Joaquin Building and Construction Trades Council.

1.8 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.9 “Project” means the City’s Corporation Yard and Evidence Facility Retrofit Project. All Construction Contracts required to complete the Project shall be covered by this Agreement. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement.

1.10 “Project Manager” means the person(s) or entity(ies) designated by the City to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 “Union” or “Unions” means the San Joaquin Building and Construction Trades Council and its affiliated Unions 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 II** **SCOPE OF AGREEMENT**

2.1 **Parties:** This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts for the Project (including subcontractors at any tier), and their successors and assigns, the City, the Council and the Unions signatory to this Agreement.

2.2 **Applicability:** This Agreement governs all Construction Contracts awarded for the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the City directs a Contractor to engage in repairs, warranty work, modifications or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 **Covered Work:** This Agreement covers, without limitation, all 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 the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary HVAC, landscaping and temporary

fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered 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 applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by City employees.

2.3.2 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 necessary for the Project, that is traditionally performed by any of the Unions and that 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).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by the bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XIV and XV 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 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, supervisors above the level of general foreman (except those covered by existing Master Agreements), and administrative personnel.

2.4.2 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities, including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building, shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or 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 that provides for access to the building via a conduit or series of conduits shall be Covered Work.

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

2.4.4 This Agreement shall not apply to any work performed with the City's own forces as permitted by the Public Contract Code.

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. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for the Project. A copy of all invitations to bid shall be provided to the Council at time of issuance.

**ARTICLE III**  
**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 for the Project.

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

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

3.6 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 is inconsistent with a Schedule A, the provisions of this Agreement shall prevail. Where a provision of a Schedule A is not inconsistent with this Agreement, the provision of the Schedule A shall apply.

**ARTICLE IV**  
**WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1. 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, hand billing 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 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.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 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 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 new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the 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 as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer's 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.

4.1.5 Notification: If the City contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

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

4.2.1 A party invoking this procedure shall notify David Weinberg, as the permanent arbitrator, or Robert Hirsch, 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 14.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City 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 other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 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. The party filing such enforcement proceedings shall give written notice to the other party. In the 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 proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

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

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

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

**ARTICLE V**  
**MARK-UP MEETINGS**

5.1 **Timing:** The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference or "mark-up meeting" with the Unions and with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on each subsequently awarded Construction Contract.

5.2 The mark up meeting shall be attended by a representative of each participating Contractor and each affected Union, and the Council and City may attend at their discretion.

5.3 The mark up meeting shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the City, the Unions, and the Contractors are addressed, the Project Manager, General Contractor, and senior executive of the Council, or designated representatives thereof, shall meet on a periodic basis during the term of Project construction. The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

**ARTICLE VI**  
**NO DISCRIMINATION**

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

**ARTICLE VII**  
**UNION SECURITY**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-union Contractor/Employer to join a Union or to pay dues or fees to a Union as a condition of performing work for the Project; however, nothing in this Article is intended to supersede the 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 for the Project.

**ARTICLE VIII**  
**REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work for 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 Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

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

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

## **ARTICLE IX** **WAGES AND BENEFITS**

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other form of 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 Master Agreement(s) of the applicable local Union(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 on 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 made 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.

## **ARTICLE X** **APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractors/Employers shall employ apprentices from state-approved Joint Labor-Management Apprenticeship Programs in the 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 The apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

10.3 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 supervised.

**ARTICLE XI**  
**LOCAL HIRE AND WORKFORCE DEVELOPMENT PROGRAM**

11.1 The objective of the City in creating this Local Hire and Workforce Development Program is to enhance and encourage employment opportunities for Lathrop residents and to enable effective construction career pathways for Local Area Residents through state-approved Joint Labor-Management Apprenticeship Programs. To that end, as part of the Agreement, the City establishes goals for the hiring, training and retention of Local Area Residents.

11.2 Local Hire: The City establishes the following Local Hire goals and commitments.

11.2.1 The parties agree to make a good faith effort to refer on a priority basis, consistent with the non-discriminatory referral procedures of the applicable Union hiring hall, qualified and available Local Area Residents for Project work. The parties agree to a goal that City residents shall perform a minimum of fifty percent (50%) of the hours worked on the Project by the Contractors' total construction workforce. In the event that a sufficient number of City residents are not available to fulfill the fifty percent (50%) local hire requirement, the next tier of residents shall come from anywhere in San Joaquin County. The Contractor(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall exercise their best efforts in the recruitment and training of City residents and in utilizing their hiring hall procedures to facilitate this goal.

11.2.2 The parties also recognize and support the City's commitment to provide opportunities for participation on the Project to businesses located in the City of Lathrop. In furtherance of this commitment, the parties agree that Contractors who are not signatory to a Master Agreement but who have their principal place of business in the City may utilize their "core" employees as follows.

The Contractor may request by name, and the local Union will honor, referral of the Contractor's "core" employees who have applied to the local Union for Project work, and who demonstrate the following qualifications:

- i. possess any license required by state or federal law for the Project work to be performed;
- ii. have worked a total of at least two thousand (2,000) hours in the construction craft during the prior two (2) years;
- iii. were on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award;
- iv. have the ability to perform safely the basic functions of the applicable trade; and
- v. are City residents.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and then will refer one of such Contractor's "core" employees as a journeyman, and shall repeat the process, one and one, until such Contractor's crew requirements have been met or until such Contractor has hired five (5) "core" employees,

whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work, the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall, be reduced in the same ratio of "core" employees to hiring hall referrals as was applied in the initial hiring.

The Contractor shall notify the appropriate Union of the name and social security number of each "core" employee and each "core" employee shall register with the Union's hiring hall and comply with Article VII before commencing Project work. If there is any question regarding an employee's eligibility, the City, at a Union's request, shall obtain satisfactory proof of such from the Contractor.

### 11.3 Workforce Development Program:

11.3.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s)/Employer(s) shall employ apprentices enrolled in a state-approved Joint Labor-Management Apprenticeship Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

11.3.2 The parties agree to a goal that fifty percent (50%) of apprentices employed on the Project shall be residents of the City or other Local Area Residents. If sufficient numbers of City residents are not available, then a good faith effort will be made to utilize residents of San Joaquin County. All apprentices referred to Contractors under this Agreement shall be enrolled in state-approved Joint Labor-Management Apprenticeship Programs. Subject to any legal restrictions, the parties agree to a goal that apprentices will perform twenty percent (20%) of the total craft hours worked on the Project unless an applicable Master Agreement provides for a greater percentage. The Unions agree to cooperate with the Contractors in furnishing apprentices as requested and they shall be properly supervised and paid in accordance with the provisions of the applicable Master Agreement.

11.3.3 The Contractors and Unions shall make good faith efforts to reach the apprenticeship goals set forth in this Section 11.3 through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprentice programs. The Unions are committed to working with the Contractors and community based organizations to achieve these goals. At least annually, the Unions and the City will each conduct a Community Career Fair to provide at-risk youth, veterans and others an opportunity to learn about each craft and the process for entering their apprenticeship program.

11.4 Good Faith Efforts: Contractors must take the following good faith steps to demonstrate they have made every effort to reach the Local Hire and Workforce Development Program goals of the City. Contractors shall attend scheduled mark-up meetings held under this Agreement and shall submit written workforce projections and projected work hours on a craft-by-craft basis.

11.4.1 Within seven (7) calendar days after receiving a Notice to Proceed, each Contractor shall meet with the Unions and the City to present its plan for reaching the Local Hire and Workforce Development Program goals.

11.4.2 Each Contractor shall notify the Project Manager by U.S. Mail or e-mail if a Union hiring hall cannot, upon request, dispatch Local Area Residents to the Project. It shall be the responsibility of the Contractor or subcontractor to retain all evidence of such good faith efforts.

11.4.3 The Contractors may use “name call,” “rehire,” or other available hiring hall procedures to reach the goals of this Article.

11.5 Enforcement, Compliance, and Reporting:

11.5.1 Contractors will be required to submit weekly certified payroll records to the City along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on City and Local Area Resident work hour utilization on the Project; and 2) documentation showing any requests made to the Union dispatchers for City and Local Area Residents and the Union’s response to the request.

11.5.2 City staff shall monitor the operation of the Local Hire and Workforce Development Program and shall consider allegations of noncompliance with the goals stated in this Article. If there is a determination by the City that a Contractor has not complied with the goals or demonstrated good faith efforts to do so, the City and the Contractor shall meet and confer in order to identify necessary actions to resolve the issue and ensure a good faith effort to achieve the objectives of this Article.

11.5.3 Upon request, the City shall provide the Council with the workforce utilization reports submitted by Contractors on the Project.

**ARTICLE XII**  
**HELMETS TO HARDHATS**

12.1 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.

12.2 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 this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### **ARTICLE XIII** **COMPLIANCE**

13.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article IX of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the City will monitor and enforce compliance with state prevailing wage requirements as well as the Contractors/Employers' compliance with this Agreement.

### **ARTICLE XIV** **GRIEVANCE ARBITRATION PROCEDURE**

14.1 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 IV and Article XV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

14.2 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.

14.3 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.

14.4 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 Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the

Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. 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 IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

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

14.5 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.

14.6 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.

14.7 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.

14.8 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.

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

**ARTICLE XV**  
**WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

15.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

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

15.3 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.

15.4 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. 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.

**ARTICLE XVI**  
**MANAGEMENT RIGHTS**

16.1 Consistent with the Schedule A agreements, the Contractors/Employers 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 lawful manning provisions in the Master Agreement shall be recognized.

**ARTICLE XVII**  
**DRUG AND ALCOHOL TESTING**

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

17.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

**ARTICLE XVIII**  
**SAVINGS CLAUSE**

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

18.2 The parties agree that in the event a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 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 its 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 IV.

**ARTICLE XIX**  
**TERM**

19.1 This Agreement shall be included in the 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.

19.2 This Agreement shall apply until the Completion of the Project in accordance with Sections 1.4 and 2.2.

**ARTICLE XX**  
**MISCELLANEOUS PROVISIONS**

20.1 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

20.2 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.



20.3 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.

20.4 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.

[SIGNATURE PAGE TO FOLLOW]

CITY OF LATHROP

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

Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Salvador Navarrete, City Attorney

SAN JOAQUIN BUILDING AND CONSTRUCTION  
TRADES COUNCIL

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

Date: \_\_\_\_\_

Name: \_\_\_\_\_

**UNION SIGNATURES**

Bricklayers, Tilers and Allied Craftworkers, Local 3 <hr/>	Boilermakers, Local 549 <hr/>
Carpenters Local 2236 <hr/>	Cement Masons, Local 400 <hr/>
District Council 16, International Union of Painters and Allied Trades <hr/>	Heat and Frost Insulators and Allied Workers, Local 16 <hr/>
International Brotherhood of Electrical Workers, Local 595 <hr/>	International Union of Elevator Constructors, Local 8 <hr/>
Iron Workers, Local 378 <hr/>	Laborers, Local 73 <hr/>
Millwrights Local 102 <hr/>	Operating Engineers, Local 3 <hr/>
Operative Plasterers and Cement Masons, Local 300 <hr/>	Roofers and Waterproofers, Local 81 <hr/>
Sheet Metal Workers, Local 104 <hr/>	Sign, Display and Allied Crafts, Local 510 <hr/>

<p>Teamsters, Local 439</p> <hr/>	<p>United Association, Plumbers and Steamfitters, Local 442</p> <hr/>
<p>United Association, Road Sprinkler Fitters, Local 669</p> <hr/>	<p>United Association, Underground Utility and Landscape Irrigation, Local 355</p> <hr/>

**Addendum A**  
**AGREEMENT TO BE BOUND**

[Date]  
[Addressee]  
[Address]

Re: Agreement to be Bound by the City of Lathrop Community Workforce and Training Agreement

Dear Mr./Ms. \_\_\_\_\_:

The undersigned confirms that it agrees to be a party to and bound by the City of Lathrop Community Workforce and Training Agreement (“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. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement To Be Bound.

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

PROJECT NAME: \_\_\_\_\_

CONTRACTOR/SUBCONTRACTOR NAME: \_\_\_\_\_

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

Name of Authorized Person (print): \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Telephone Number of Authorized Person: \_\_\_\_\_

Address of Authorized Person: \_\_\_\_\_

State Public Works Registration Number: \_\_\_\_\_

IMANAGE\42003\0008\287114.v2-7/18/22

**PAGE LEFT  
INTENTIONALLY  
BLANK**