PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into by and between the Sacramento City Unified School District ("District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council ("Council") and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District's projects subject to this Agreement, through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District's interest and the public's interest in assuring the timely and cost-effective completion of the District's construction projects; and

WHEREAS, the purpose of this Agreement is to also mutually acknowledge and support the District's Core Value statement and Equity, Access, and Social Justice Guiding Principle; and

WHEREAS, the District's Core Value statement states, *we recognize that our system is inequitable by design and we vigilantly work to confront and interrupt inequities that exist to level the playing field and provide opportunities for everyone to learn, grow, and reach their greatness*; and

WHEREAS, the District's Equity, Access, and Social Justice Guiding Principle ("Guiding Principle") states that *all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options*; and

WHEREAS, the District places high priority upon comprehensive educational programs, training, work-based learning, and workforce development programs for District students and staff in order to best achieve the District's Guiding Principle and to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the successful and efficient completion of the District's construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; 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 Council and Unions commit to use of skilled and trained workforce requirements described in sections 17250.25 and 17407.5 of the Education Code and sections 2600 through 2602 of the Public Contract Code on applicable Projects covered by this Agreement; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through local hire, apprentice and pre-apprentice programs; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

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

1.3 "Council" means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada, and Sierra Counties.

1.4 "Completion" means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of "Completion," "Final Acceptance" shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, including repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.

1.5 "Construction Contract" means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback, or other contracts under which construction work is performed, that are necessary to complete the Project.

1.6 "District" means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.

1.7 "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.

1.8 "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties in section 1.8.4. Residents of the Local Area shall be first referred for the Project, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:

1.8.1 Priority 1: Residents residing within the boundaries of the District.

1.8.2 Priority 2: Residents of the City of Sacramento.

1.8.3 Priority 3: Residents of Sacramento County.

1.8.4 Priority 4: Residents of the Counties of Yolo, Placer, El Dorado, Amador, Sutter, Yuba, Nevada, Sierra, and San Joaquin.

1.9 "Master Agreement" means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.

1.10 "Project" means all District construction projects where either the engineer’s estimate of the total cost of the project, or the actual cumulative bid amounts submitted by the contractor(s)

awarded the Construction Contracts for the Project, exceeds five hundred thousand dollars ($500,000). All Construction Contracts required to complete an integrated District construction project shall be considered in determining the threshold value. The District and the Council may mutually agree in writing to add additional projects to the scope of Projects 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. Routine maintenance of District properties is not covered by the scope of this Agreement.

1.11 "Project Manager" means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.

1.12 "Union" or "Unions" means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the "Unions."

ARTICLE 2

SCOPE OF AGREEMENT

2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.

2.2. Applicability. For purposes of this Agreement, Construction Contracts shall be considered completed as set forth in Section 1.4, including when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as required under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District's authorized representative directs a Contractor to engage in repairs, warranty work, modifications, or punch list work as required 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 on-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 which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, and modular furniture installation, 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 solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification covered by an applicable Master Agreement or in which a prevailing wage determination has been published.

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 District employees.

2.3.2 This Agreement covers all on-site fabrication work over which the District, 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). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftsperson covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of material or upon the full use and installation of equipment, machinery, materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.

2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement to the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.

2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District or a Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the manufacturer where necessary to protect a manufacturer's warranty, provided the Contractor/Employer using the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers under this Agreement. All work of a specialty nature to

be performed by the employees of an equipment manufacturer necessary to protect the warranty on such equipment shall be identified and discussed at the Preconstruction Conference provided in Article V of this Agreement.

2.3.6 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient 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 IV, XV and XVI of this Agreement shall apply to such work.

2.4 The following shall be excluded from Covered Work:

2.4.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;

2.4.2 Equipment and machinery owned or controlled and operated by the District;

2.4.3 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors;

2.4.4 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.

2.4.6 District procurement or use of modular buildings;

2.4.7 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.8 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;

2.4.9 Non-construction support services contracted by the District or any Contractor in connection with this Project;

2.4.10 All Maintenance work contracted by the District;

2.4.11 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation, or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.

3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation, or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2 and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.

3.3 Contractors and all subcontractors of whatever tier who have been awarded contracts for work covered by this Agreement commit to comply with the skilled and trained workforce requirements provided in California Education Code sections 17250.25 and 17407.5 and California Public Contract Code sections 2600 et seq. on applicable Projects.

3.4 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting, or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding, or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be

Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project.

3.5 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.

4.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable Master Agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slowdowns, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.

5.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to

disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.

5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contactor or subcontractor.

5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.

5.5.1 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 that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.

5.5.2 Upon receipt of said notice, the District Superintendent, or their designee, shall contact the designated Arbitrator identified above who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

5.53 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award which shall be final, and binding shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, 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) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars ($10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 5.5.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by certified mail.

5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.

5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business days’ 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(s)' or their subcontractor’s workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor 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. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall 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 agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

6.1 The assignment of Covered Work will be solely the responsibility of the Contractor 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.

6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors 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 Contractors and Unions parties to this Agreement.

6.3 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) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

6.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the Contractor's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person, virtually or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.

7.2 A Pre-Job Conference shall be scheduled by the District prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor covered by this Agreement, a job conference and/or markup meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

8.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:

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

B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful staffing provisions of the applicable Master Agreement shall be recognized.

C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.

D. Require all employees to observe the District and Contractor Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.

E. Discharge, suspension or discipline will be handled under the applicable craft agreement.

F. Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.

G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Article 2).

H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 41 12.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.

9.3 A grievance shall be considered null and void if not brought to the attention of the effect party by the grievant within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays, or holidays regardless of whether any work is actually performed on such days.

9.4 Grievances shall be settled according to the following procedure, except those grievances that do not involve an individual grievant, which shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager's designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

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

9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

EMPLOYEE REPRESENTATION AND REFERRAL

10.1 The Employers recognize the Unions as the sole bargaining representatives of all craft employees performing Covered Work under this Agreement. Authorized representatives of the Unions shall have reasonable access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. All authorized representatives of the Unions must comply with the required check-in procedure prior to visiting the work area.

10.2 Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. 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. Nothing in this Section 10.2 is intended to supersede the requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

10.3 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 10.

10.4 The Employers shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Unions.

10.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall

be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 10.10.6 Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

10.7 Subject to the limitation of applicable law and the hiring hall procedures of the Unions, the Parties to this Agreement mutually support the development of increased numbers of skilled construction workers from District graduates and the residents of the City of Sacramento specifically and from the residents of Sacramento County generally, to meet the needs of the Projects and the requirements of the industry generally. To facilitate this goal, the Unions agree to encourage the referral and utilization of qualified District graduates and the City of Sacramento and Sacramento County residents as journeypersons and apprentices on the Projects.

ARTICLE 11

REFERRAL-LOCAL COMMUNITY WORKFORCE PROVISIONS

11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. The Union will exert and document their best efforts to recruit and identify residents of the Local Area, in a manner that is consistent with the District's Core Value and Guiding Principle, and those individuals shall be referred for Project work first, to the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, including journeymen and apprentices covered by this Agreement.

11.2 The Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, a Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all the following:

(l) Possesses any license required by state or federal law for the Project work to be performed;

(2) Worked a total of at least one thousand (l ,000) hours in the construction craft during the prior two (2) years;

(3) Has been 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; and

(4) Has the ability to perform safely the basic functions of the applicable trade.

11.3 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of the Contractor's Core Employees as a journeyman, until such Contractor has hired six (6) 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 on the Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they apply to such Contractors.

11.4 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.

It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and the nine counties outlined in section 1.8.4, in priority order outlined in section 1.8. To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft-by-craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). The Union shall provide a list of individuals referred for Project work and their applicable zip code of residence to the District, upon request. Contractors will be required to submit certified weekly payroll records to the District 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 data on Local Area resident work hour utilization on the Project. An annual report shall be submitted to the Board on the number of workers employed, or contracted for,

within the Local Area. Provisions of this article shall be an item for discussion at each Pre-Job Conference outlined in Article.

ARTICLE 12

MUTUAL COMMITMENT TO SUPPORTING EDUCATIONAL AND CAREER DEVELOPMENT OPPORTUNITIES FOR DISTRICT STUDENTS

12.1 The Parties agree that this Agreement is also intended to formalize partnerships between the Unions and the District to support the educational and career development of the District's students, and to help develop the next generation of skilled construction workers. The Parties agree to support District Construction and Design Academies or Pathways within the District ("Academy" or "Pathway") in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency. The Parties agree to the following actions in order to implement this mutual commitment.

12.2 Contractors shall employ apprentices in the respective drafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. The Parties agree that apprentices may comprise up to twenty (20) percent of each craft's workforce at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.

12.3 The Union shall provide speakers at District Academies, at no cost to the District, through the Multi-Craft Core Curriculum (MC3) program and at other mutually agreed upon school functions and events.

12.4 In order to facilitate the goals of the Academy, the District and Council agree to create an Advisory Board for the Luther Burbank High School Construction and Design Academy, American Legion High School's Residential and Commercial Construction Academy (collectively "High Schools"), Rosemont High School Engineering , Construction and Design, and participate in the District-level Pathway Advisory Board, which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design cocurricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.

12.4.1 The High School Advisory Boards shall consist of the appropriate membership as outlined by current regulations and requirements placed upon the District. The Advisory Board, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and

objectives to maximize the employability of students and District graduates, including summer internship opportunities. A quorum for the Advisory Board meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

12.4.2 The Academy Advisory Board will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.

12.4.3 The training and employment program of the interns shall be developed by the Academy Advisory Board such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.

12.5 The Parties agree to meet and identify additional mutually agreed upon specific actions to meet these goals, including, but not limited to, consideration of: (1) measures to facilitate teacher training in Multi-Craft Core Curriculum (MC3); (2) measures to provide student employment opportunities through externships, internships and/or post-graduation apprenticeship placement; (3) measures to provide hands-on training opportunities for students; (4) measures to facilitate identification of funding sources to provide recent women, minoritized and low-income District graduates scholarships or assistance in the purchase of tools and other equipment needed for apprenticeship programs; (5) support to identify and find funding for a Pre-Apprentice / Internship / Apprenticeship Coordinator to assist District Academies. These additional commitments shall be set forth in a Memorandum of Understanding (MOU) to this Agreement ("Union Educational and Career Development Support MOU"). Parties agree to meeting twice before August 1, 2022, and throughout the month of August to identify the mutually agreeable terms of the MOU and shall finalize the MOU no later than September 1, 2022.

12.6 The Union shall provide the District with an annual report by June 30 of each year on the implementation of the provisions set forth in this Article and in the Union Educational and Career Development Support MOU. The report shall provide any information requested by the District to assist the District in reporting work-based learning indicator on the State of California's College and Career Dashboard.

ARTICLE 13

NON-DISCRIMINATION

13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, or any other basis recognized by law. The parties to this Agreement understand and agree that nothing in this Agreement shall supersede or take precedence over any District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.

13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK SHIFTS AND HOLIDAYS

14.1 The standard workday shall be in accordance with the applicable Master

Agreements. Common start times may be established by the Contractor during the standard workday established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.

14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

GENERAL PROVISIONS

15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.

15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.

15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.

15.5 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

15.6 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

15.7 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

ARTICLE 16

HELMETS TO HARDHATS

16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section and a charitable tax exempt organization under Section 501 (c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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

ARTICLE 17

DURATION OF AGREEMENT; MID-TERM ASSESSMENT

17.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date approved by the Board of Education on June 9, 2022. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.

17.2 At the two-year mark, a mid-term assessment, including mutually agreed upon metrics, shall be reported to the Board.

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SIGNATURES

Sacramento City Unified School District

Christine Pritchett Date: 8/5/22

Name: Christine Pritchett

Title: SCUSD Board President

Sacramento-Sierra Building and

Construction Trades Council

DocuSigned by:
Kevin Ferreira
B4C87250B34241A...

Date: _____

Name: Kevin Ferreira

Title: Executive Director

Sacramento-Sierra Building and

Construction Trades Council

Karl Pineo Date: 7-29-22

Name: Karl Pineo

Title: President

DocuSign Envelope ID: F932C669-183B-4831-96FA-B972F05A003B

Sacramento-Sierra Building and

Construction Trades Council

Todd Schiavo

Date: 8/2/2022

Name: Todd Schiavo

Title: Vice-President

UNIONS

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Asbestos Workers Local #16

DocuSigned by:
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Bricklayers Local #3

DocuSigned by:
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Boilermakers Local #549

DocuSigned by:
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Cement Masons Local #400

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C10D2576816641F...
Asbestos, Lead and Mold Laborers Local #67

DocuSigned by:
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District Council #16 International Union of Painters & Allied Trades

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Elevator Constructors Local #8

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International Brotherhood of Electricians Local #340

DocuSigned by:
9BF3BF3C681649A...
Sprinkler Fitters Local #669

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CD7DE50D9167457...
Iron Workers Local #118

DocuSigned by:
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Laborers Local #185

Operating Engineers Local #3

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Plasterers & Cement Masons Local #300

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UA of Journeymen & Apprentices of the Plumbing & Pipe Fitting Ind. Local #355

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Plumbers & Pipefitters Local #447

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Roofers Local #81

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Sheet Metal Workers Local #104

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Teamsters Local #150

Northern California Carpenters Regional Council on behalf of itself and its affiliated Local Unions

UNIONS

Asbestos Workers Local #6

Bricklayers Local #3

Boilermakers Local #549

Carpenters 46 Northern California Counties Conference Board

Cement Masons Local #400

District Council #16 International Union of Painters & Allied Trades

District Council of Plasterers & Cement Masons of Northern California

Drywall/Latherers Local #9109

International Brotherhood of Electricians Local #340

Laborers Local #185

Millwrights Local #102

Northern California District Council of Laborers

Operating Engineers Local #3

Plasterers & Cement Masons Local #300

Pile Drivers Local #34

Plumbers & Pipefitters Local #447

Roofers Local #81

Sheet Metal Workers Local #104

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ATTACHMENT A

PROJECT LABOR AGREEMENT

Project:
Bid Number:

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

1.) It is a Contractor as that term is defined in Section I .7 of the Sacramento City Unified School District Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing, or which are later made thereto.

3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

DATED: _____ Name of Contractor _____

_____

(Authorized Officer & Title)

_____

_____

(Address)