



**CITY OF ELK GROVE  
CITY COUNCIL STAFF REPORT**

**AGENDA TITLE:** Adopt resolution authorizing the City Manager to execute a Community Workforce and Training Agreement (CWTA), as revised, concerning signatory parties

**MEETING DATE:** December 14, 2022

**PREPARED BY** Jeffrey R. Werner, P.E., Public Works Director/  
**DEPARTMENT HEAD:** City Engineer

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**RECOMMENDED ACTION:**

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a Community Workforce and Training Agreement (CWTA), as revised, to clarify that the CWTA is effective as to signing parties, even if less than all identified parties sign the CWTA.

**BACKGROUND INFORMATION:**

In September 2022, staff and representatives from SSBCTC came to agreement on the terms of a Community Workforce and Training Agreement (CWTA) by and between the City of Elk Grove and the Sacramento-Sierra Building and Construction Trades Council (SSBCTC) and the AFL-CIO Council and its member unions. The proposed CWTA was presented to Council and approved on October 26, 2022. The [staff report and resolution](#) are available on the City's website.

**ANALYSIS:**

When the CWTA was previously presented to the City Council, staff was under the impression that all parties listed in the CWTA would be signing the CWTA. Since the CWTA was presented to and approved by the City Council in October of 2022, staff has learned that the Northern California Carpenters Regional Council and its affiliated Local Unions (collectively the "Carpenters Union") have declined to execute the CWTA as approved. This contingency was unexpected to staff at the time it presented the CWTA to the City Council in October, 2022.

In order to address this matter to ensure that the City Council finds the CWTA acceptable without the Carpenters Union being a party, and to revise the language of the CWTA to expressly accommodate the possibility that one or more unions might not sign on to the CWTA, staff returns this item to the City Council for approval of the CWTA, as revised. If approved by the City Council in its revised form, the CWTA would apply only to those unions who sign on to the CWTA, and it would not apply to unions who choose not to sign on to the CWTA. The CWTA, as revised, is acceptable to staff. Staff, therefore, recommends that the City Council authorize the City Manager to execute the CWTA, as revised, by the accompanying resolution.

While there are no other changes to the CWTA that was approved in October, providing flexibility for the possibility that one or more unions might not sign the CWTA, is a change that warrants re-approval and re-signing by all other signatory unions. The lack of signature from the Carpenters Union may not directly impact other signatories; however, they may have signed the CWTA under the assumption that all other signatories would sign.

Staff is recommending that Council adopt a resolution that provides authority to sign the new CWTA, and authorizes the City Manager to execute the revised agreement following execution by the SSBCTC and signatory unions.

**ALTERNATIVE ACTIONS:**

The City Council could decide not to approve the revised CWTA. Staff believes it is in all parties' interest to approve a revised agreement, and therefore recommends against the alternative of non-approval.

**FISCAL IMPACT:**

There is no significant change to the fiscal impact of the CWTA resulting from the removal of the Carpenters Union. (See October 26, 2022, City Council Agenda Item 9.1.)

**ATTACHMENTS:**

1. Resolution
2. (Revised) Elk Grove Community Workforce and Training Agreement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMUNITY WORKFORCE  
AND TRAINING AGREEMENT (CWTA), AS REVISED,  
CONCERNING SIGNATORY PARTIES**

**WHEREAS**, on October 26, 2022, the Elk Grove City Council adopted Resolution No. 2022-275 approving a Community Workforce and Training Agreement (CWTA) with the Sacramento-Sierra Building and Construction Trades Council and the AFL-CIO Council and certain member unions; and

**WHEREAS**, following approval of the CWTA, staff learned that at least one proposed signatory union declined to sign the CWTA; and

**WHEREAS**, a revision to the CWTA, and the vesting of additional authority to the City Manager, is appropriate to accommodate the previously unforeseen possibility that one or more proposed signatory unions might not sign the CWTA.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby:

- 1) Approves the revised Community Workforce and Training Agreement presented with the accompanying staff report; and
- 2) Authorizes the City Manager to execute the revised CWTA, in substantially the form presented, and authorizes the City Manager to make non-substantive revisions consistent with this resolution, as deemed reasonably necessary by the City Manager in the City Manager's reasonable discretion, which revisions may include, without limitation, the addition or removal of parties to the CWTA; and
- 3) Authorizes the City Manager to execute all documents, and to take all actions, as reasonably necessary to finalize the CWTA and to implement its terms, all consistent with this resolution.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 14<sup>th</sup> day of December 2022

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BOBBIE SINGH-ALLEN, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JASON LINDGREN, CITY CLERK

\_\_\_\_\_  
JONATHAN P. HOBBS,  
CITY ATTORNEY

**COMMUNITY WORKFORCE AND TRAINING AGREEMENT**

**CITY OF ELK GROVE**

**INTRODUCTION/FINDINGS**

The purpose of this Community Workforce and Training Agreement is to promote efficiency of construction operations in the construction of Major Projects set forth in the City of Elk Grove Capital Improvement Program (CIP) subject to this Agreement, thereby promoting the public interest in assuring the timely and cost-effective completion of such Major Projects, and supporting the efforts of the City to increase employment opportunities for workers who are local area residents, and to provide construction career training and employment opportunities for the City's at-risk youth, military veterans, women and other disadvantaged residents through local apprenticeship and pre-apprentice programs.

A. The City adopts a five-year CIP that identifies the public projects necessary to maintain and improve the physical properties of the City, including construction or repair of City buildings and facilities, such as streets, roads, storm drains, traffic signals, parks, and community centers.

B. The City undertakes and anticipates undertaking projects identified in the CIP that involve significant construction costs in excess of the threshold set forth in this Agreement.

C. The City Council has determined that the successful and cost-effective completion of these Capital Improvement Plan projects and other major City public works projects is of the utmost importance to the City and its taxpayers and the residents it serves.

D. The City has determined that applying a workforce agreement to the CIP Major Projects during the term of this Agreement will provide efficiencies for the City and its contractors.

E. Community workforce and training agreements and similar workforce agreements have been used successfully to achieve the goals and objectives set forth in this Agreement by other public agencies and private entities on major construction projects in the region.

F. Large numbers of workers of various skills will be required in the performance of the construction work, including those workers represented by the Local Unions signatory to this Agreement and employed by contractors and subcontractors who are signatory to this Agreement.

G. The use of skilled labor on construction work increases the safety of construction operations and the quality of completed work.

H. Major Projects subject to this Agreement will require multiple contractors and bargaining units to be on the job site at the same time over an extended period of time, increasing the potential for work disruption in the absence of an overriding commitment to maintain continuity of work.

The interests of the general public and taxpayers, the City, the Contractor(s) and the Unions would be best served if the construction work proceeded in an orderly manner without disruption and delay.

I. The Contractor(s) 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.

J. 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 Major Project, insofar as a legally binding agreement exists between the Contractor(s) and the affected Union(s), 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.

K. The contracts for the construction of the Major Project will be awarded in accordance with the applicable provisions of the Elk Grove Municipal Code, the California State Public Contract Code and other applicable state, local and federal laws.

L. The City has the right and is legally obligated, subject to certain exceptions, to select the lowest responsive and responsible bidder for the award of construction contracts on the Major Project or to reject all bids.

M. The City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and also recognizes the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry.

N. The parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of CIP Major Projects subject to this Agreement.

**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.

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

1.3 "City" means the City of Elk Grove.

1.4 "Completion" means the point at which there is Final Acceptance by the City, which occurs when the City determines that the entire project is complete in accordance with the City's Standard Specifications. The date of completion of the entire Major Project shall be specified in any Notice of Completion filed pursuant to Civil Code Section 3093.

1.5 "Construction Contract" means all public works contracts approved by the City for a Major Project, including design-bid, design-build, lease-leaseback or other contracts under which Covered Work is performed.

1.6 "Contractor" or "Contractor(s)" means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any successor or assigns of such persons or entities, that has entered into a contract with the City, or with any other person or entity contracting for work on the project on behalf of the City (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 City, and any of its contractors or subcontractors of any tier.

1.7 "Major Project(s)" means any City public works project where the engineer's estimate of the total construction cost of the project exceeds one million dollars (\$1,000,000). All Construction Contracts required to complete an integrated City construction project shall be considered in determining the threshold value of the Major Project.

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft union signatory hereto, copies of which shall be provided to the City.

1.9 "Project Manager" means the person or business entity designated by, or under contract with the City to oversee all phases of construction on the Major Project.

1.10 "Trades Council" means the Sacramento-Sierra Building and Construction Trades Council, AFL-CIO.

1.11 "Union" or "Unions" means the labor organizations that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Local Unions"). The Trades Council and the Unions are collectively referred to herein as the "Unions." Any union that is listed in the signature lines to this Agreement but does not execute the Agreement is not a party to this Agreement and is not included under the definition of

“Union” or “Local Union.” The failure of a union listed in the signature lines to this Agreement to execute this Agreement shall not invalidate or in any way effect the enforceability of the agreement as to, and between, the signatory parties to this Agreement.

1.12 “Union Representative” means the Senior Executive of the Trades Council and the Senior Executive of the Union, or their designees.

## **ARTICLE II** **SCOPE OF AGREEMENT**

2.1 Parties. This Agreement applies and is limited to all Contractor(s), performing Construction Contracts on the Major Project, the City, the Trades Council and the Local Unions that are signatory to this Agreement.

2.2 Applicability. This Agreement governs all Construction Contracts awarded on the Major Project(s) subject to this Agreement. For purposes of this Agreement, a Construction Contract is considered completed as described in Section 1.4, except when the City’s authorized representative directs a Contractor to engage in repairs, warranty work, maintenance work, or modifications as required under the original Construction Contract with the City.

2.2.1 Covered Work. This Agreement covers, without limitation, all on-site site preparation, construction surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Major Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Major 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 Major Project), pumps, pump stations, and modular furniture installation. On-site work includes work done solely for the Project in temporary yards, dedicated sites, or areas adjacent to the Major Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Major Project. This scope of work includes all soils and materials testing and inspection performed by the construction contractor and/or subcontractor where such testing and inspection is a classification in which a prevailing wage determination has been published. All soils and materials testing, and inspection not performed by the construction contractor and/or subcontractor shall require payment of prevailing wage where an applicable prevailing wage determination has been published.

2.2.2 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance or operational revisions to systems and/or subsystems for the Major Project that are part of the original Construction Contract, including when performed within one year after Completion, unless it is performed by City employees.

2.2.3 This Agreement covers all on-site fabrication work over which the City, Contractor(s) or their subcontractors possess the right of control (including work done for the Major Project in any temporary yard or area established for the Major Project). Additionally, this Agreement covers any off-site fabrication work necessary for the Major Project that is traditionally performed by any of the Unions and that is covered by a Master Agreement or local addenda to a National Agreement of the applicable Union(s) in effect as of the execution date of this Agreement.

2.2.4 The furnishing of supplies, equipment or materials that are stockpiled for later use are not covered by this Agreement. However, construction trucking work, such as the

delivery of ready-mix, asphalt, aggregate, sand, or other fill or material that 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 law. Contractor(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) calendar days of written request or as required by the Construction Contract.

2.2.5 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, and 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 Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

### 2.3 Exclusions from Covered Work

2.3.1 The Agreement is limited to construction work on a Major Project and is not intended to and shall not affect or govern the award of construction contracts by the City which are not a part of a Major Project.

2.3.2 The Agreement does not apply to a Contractor(s)' non-construction craft employees, including but not limited to executives, managerial employees, contract and/or construction managers, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative, management, office, professional, and clerical employees.

2.3.3 The Agreement does not apply to work by employees of the City.

2.3.4 The City is not limited or restricted on the choice of materials or the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools, or other labor-saving devices, except as set forth in Sections 2.2.3 and 2.2.4. Otherwise, the City has the right to purchase material and equipment from any source, and craft persons covered by this Agreement will handle and install such material and equipment. This Agreement does not apply to off-site fabrication unless such fabrication is covered by a Master Agreement or local addenda to a national Agreement, as set forth in Section 2.2.3.

2.3.5 The Agreement does not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.3.6 The Agreement does not apply to work performed by employees of an Original Equipment Manufacturer ("OEM") or vendor on the OEM's or vendor's equipment if required by the warranty agreement between the OEM or vendor and the City in order to maintain the warranty or guarantee on such equipment, and provided that the warranty agreement is the OEM's or vendor's usual and customary warranty agreement for such equipment.

2.3.7 The Agreement does not apply to specialized or technical work requiring specialized training, unique skills, and/or a level of specific technical experience that the Unions do not possess, including the use of specialty equipment and tools. Before any Contractor subcontracts any work subject to this exception, such Contractor shall give the Trades Council at least three (3) days advance notice. Any specialized or technical work subject to this Section



anticipated by the Project Manager or any Contractor shall be discussed at the Pre-Job Conference held pursuant to Article V. Any disputes regarding the application of this Section shall be resolved by the parties through the expedited arbitration process in Section 4.2 to determine whether any violation of this section has occurred.

2.3.8 The Agreement does not apply to laboratory work for specialty testing or inspections and all testing or inspections not covered by the Master Agreement of one of the signatory Unions.

2.3.9 The Agreement does not apply to any work performed on, near, or leading to the Major Project and undertaken by state, county, or other governmental bodies or their contractors, or public utilities or their contractors.

2.3.10 The Agreement does not apply to any work related to the creation or installation of any Art Work by an individual Artist as part of the City's Public Art Program. For purposes of this Agreement, "Art Work" is a unique, one-of-a-kind decorative element to be incorporated into the building or site, the design, illustration, and detailing of which can only be fully completed in the field and can only be performed by the individual Artist. An "Artist" is an individual that is engaged by the City to create and install Art Work. The Artist shall perform all final adjustments, finishing touches, and final painting of any Art Work.

2.3.11 The Agreement does not apply to work on any housing or residential component of a Major Project that is otherwise covered by this Agreement.

2.3.12 This Agreement does not apply to the project that will construct tenant improvements at the City's 10190 Iron Rock Way facility (Project Number WFC045).

2.3.13 This Agreement does not apply to the following work:

- Street & bridge maintenance: street sealing (slurry, chip, cape, fog, etc.), micro-surfacing, repaving, repairing, re-surfacing, reconstruction, on-call maintenance contracts;
- Storm Drain Maintenance: repairs, rehabilitation, lining, maintenance of storm drain collection systems and pump stations;
- Creek, channel and detention basin maintenance;
- On-call contracts for various repairs and minor projects such as: roof, pavement work, city facilities, parks/landscaping, traffic signals, and streetlights;
- Building maintenance as long as the square footage of the building is not increased by more than 10% or if the exterior of the building will be entirely demolished.

2.4 Award and Enforcement of Construction Contracts. Notwithstanding any other provision of this Agreement, the City has the absolute right to select any qualified bidder for the award of Construction Contracts and to enforce all provisions of its Construction Contracts. The bidder need only be willing, ready and able to execute the Addendum A Agreement to be Bound and comply with this Agreement. This Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for covered work on Major Project(s)

that are issued on and after the effective date of this Agreement. The City has the right to reject all bids submitted and to re-bid the work. The City may request a meeting with the Business Manager or Business Agent of the applicable Union and the prospective subcontractors to discuss any matters relevant to the rebidding.

**ARTICLE III**  
**EFFECT OF AGREEMENT**

3.1 By executing the Agreement, the Unions and the City agree to be bound by the terms and conditions of the Agreement.

3.2 By accepting the award of a Construction Contract for the Major Project, whether as contractor or subcontractor, the Contractor(s) agrees to be bound by each and every provision of the Agreement, and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor(s) enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor(s) shall provide a copy of this Agreement to such subcontractor, and shall require their subcontractor, as a condition to accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Addendum A.

3.4 This Agreement is only binding on the signatories and their successors and assigns, and does not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor and subcontractor is alone 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 Schedule A. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement. Any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union does not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.

3.5 The provisions of this Agreement have jurisdiction over the work on Major Projects. Where a subject covered by this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Master Agreement and is not covered by this Agreement, the provisions of the Master Agreement shall prevail.

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

4.1 The Unions and Contractor(s) covered by the Agreement agree that for the duration of the Major Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing,

handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Major Project, at the job site of the Major Project or at any other facility of the City because of a dispute on the Major Project. Disputes arising between the Unions and Contractor(s) on other City projects are not governed by the terms of the Agreement or this Article.

4.12 There shall be no lockout of any kind by a Contractor of workers employed on the Major Project.

4.13 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract for a Major Project 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.

4.14 In the case of nonpayment of wages or trust fund contributions on the Major Project, the Union shall give 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.

4.15 If the Contractor contends that any Union has violated this Article, it will notify in writing (including email) the Senior Executive of the Trades 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 Senior Executive of the Trades Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership 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:

4.21 A party invoking this procedure shall notify Barry Winograd, as the permanent arbitrator, or John Kagel, 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 a selection shall be made from the list of arbitrators as set forth in Step 3 of Section 13.2.

4.22 Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the party alleged to be in violation, with a copy to the Project Manager and the Trades Council.

4.23 Upon receipt of said notice, the Trades Council will contact the designated

arbitrator who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

424 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. The 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 such hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

425 The sole issue at the hearing shall be whether or not a violation of Article IV, 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 its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. Such order shall be issued within a reasonable time period.

426 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. Written 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 4.2.4 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 or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

427 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.

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

**ARTICLE V**  
**JOINT LABOR/MANAGEMENT MEETINGS AND**  
**PRE-JOB CONFERENCES**

5.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, joint Labor/Management meetings between the City, the Project Manager, the Contractor(s) and the Unions may be held on a periodic basis to be determined by the parties. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Major Project. These meetings will include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Major Project.

5.2 Pre-Job Conferences. The Project Manager shall convene and conduct a Pre- Job Conference with representatives of all involved Contractor(s) and the Unions prior to the commencement of any Covered Work on the Major Project and prior to the commencement of any Covered Work on each subsequently awarded Construction Contract or phase of the Major Project. The conference shall be attended by a representative of each participating Contractor and each affected Union. The Trades Council and City may attend at their discretion. The Project Manager and the Contractor(s) shall be prepared to discuss in detail: (i) the scope of work for each Contractor; (ii) craft assignments; (iii) estimated number of craft workers required to perform the work; (iv) transportation arrangements; (v) estimated start and completion dates of the work; and (vi) planned use of pre-fabricated materials. The meeting shall be held at a location mutually agreeable to the parties.

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

6.1 The Contractor(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Major Project.

6.2 All qualified (as determined by the City and applicable law) contractors and subcontractors may bid and be awarded work on the Major Project without regard to whether they are otherwise parties to the Master Agreements provided they comply with the provisions of this Agreement.

## **ARTICLE VII** **EMPLOYEE REPRESENTATION AND REFERRAL**

7.1 The Contractor(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 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 in writing by employees who elect to become union members in accordance with the applicable Master Agreement. Nothing in this Section 7.2 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 Works. Nothing in this Agreement is intended to prevent any non-union employees from joining the Local Union for the duration of a Major Project.

7.3 Authorized representatives of the Unions shall have reasonable access to the Major Project whenever work covered by this Agreement is being, has been, or will be performed on the Major Project. All authorized representatives of the Union(s) must comply with the required check-in procedure prior to visiting the work area and must be cleared through the City's Security Access Policy Program, if needed.

## **ARTICLE VIII REFERRAL**

8.1 Contractor(s) performing construction work on the Major Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Local Unions ("Job Referral System"). Such

Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s) in accordance with this Article 8.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s) consistent with Section 2.3.2 of this Agreement.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain work persons from any source. A Contractor who hires any personnel to perform covered work on the Major 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 Article VII of this Agreement.

## **ARTICLE IX**

### **LOCAL HIRE, APPRENTICESHIP AND WORKFORCE DEVELOPMENT**

9.1 Local Hire. It is in the interest of the parties to this Agreement to facilitate employment of City of Elk Grove and Sacramento County residents and to develop increased numbers of local skilled construction workers to meet the requirements of the regional construction economy. The “Local Area” is defined as the City of Elk Grove, Sacramento County, and the additional seven counties in section 9.1.3 below. It is the objective of the parties that not less than fifty percent (50%) of the combined journey-level and apprentice hours worked on the Project, on a craft by craft basis, be worked by residents of the Local Area. The Unions agree that residents of the Local Area shall be first referred for Project Work, including journey-level workers and apprentices covered by this Agreement, in the following order of priority:

9.1.1 Priority 1: Residents of the City of Elk Grove.

9.1.2 Priority 2: Residents of Sacramento County outside of the City of Elk Grove.

9.1.3 Priority 3: Residents of the Counties of Amador, El Dorado, Nevada, Placer, San Joaquin, Sierra, and Yolo.

9.2 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons and apprentices to fulfill the requirements of the contractor and to meet the Local Area resident hiring objectives of this Agreement, and will provide information to the City and its representatives regarding the zip code where each skilled craft persons and apprentices referred for Major Project Work resides as well as the Priority location category they meet. The Local Area residents referred by the Unions must possess the requisite skills and qualifications required for the position to be filled and such referrals shall be in accordance with law and consistent with the Local Union’s hiring hall rules and procedures. Contractors that are signatory to a Master Agreement may utilize the name call procedures of such Master Agreement where necessary to implement the local

hire provisions of this Agreement. Any Contractor making a good faith effort to achieve the local hire goals set forth in this Article shall not be subject to any penalties, including the withholding of payment, as a result of a failure to meet such local hire goals.

9.3 A Contractor may request by name, and the Union shall honor, referral of Contractor's "core" employees who have applied to the Union for Major Project Work and who demonstrate the following qualifications:

- (1) possess any license required by state or federal law for the Major Project work to be performed; and
- (2) have worked a total of at least twelve hundred (1,200) hours in the applicable construction trade or craft during the prior two (2) years; and
- (3) 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; and
- (4) have the ability to perform safely the basic functions of the applicable trade; and
- (5) have a primary residence within the Local Area as defined in Section 9.1. For purposes of this Section 9.3, a Local Area resident is any individual who can certify through a utility bill, or other similar means acceptable to the parties, that the individual has resided in the Local Area for a period of not less than six (6) months prior to the award of the Construction Contract.

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

9.5 Union Contractors are not subject to limitations or requirements for use of core employees and may utilize their established workforce in accordance with any applicable Master Agreement. This provision does not relieve said Union Contractors from the local hire goals and good faith effort requirements specified under this Article 9.

#### 9.6 Apprenticeship and Workforce Development.

9.6.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor(s) shall employ apprentices of a State of California approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are

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

9.7 The Contractor and Unions shall make good faith efforts to reach the local hire goal set forth in Section 9 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 apprenticeship programs. The Unions are committed to working with the Contractor(s) and community-based organizations to achieve these goals. At least annually, the Unions will 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 programs. Additionally, the Unions agree to enter a Letter of Intent with the City of Elk Grove within one hundred eighty (180) days of the adoption of this agreement to further establish methods for creating a more detailed workforce development plan to ensure recruitment of apprentices from the resident population of the City of Elk Grove and that recruitment is reflective of the diversity of the City of Elk Grove and is targeting those communities and persons that have been chronically unemployed and underemployed.

9.7.1 To assess compliance with the local hire goal of the CWTA, Contractor shall provide monthly workforce reports at the regular Joint Labor/Management meetings required by the CWTA. The workforce reports shall include information regarding the number of: (i) journey-level workers that are Local Area Residents broken down by Priority number; (ii) Apprentices that are Local Area Residents broken down by Priority number. The Contractor(s) and the Unions agree to furnish all information required to prepare these reports.

9.7.2 In the event that the workforce reports indicate that the local hire goal of the CWTA is not being met, the Project Manager or his or her designee shall explore with the Contractors and subcontractors and the Unions additional actions and measures that may be taken to ensure compliance with such goals.

## **ARTICLE X HELMETS TO HARDHATS**

10.1 The Contractor(s) and the 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 Contractor(s) 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 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractor(s) agree to coordinate with the Center to participate in an integrated database of veterans and members of the National Guard and Reserves interested in



working on the Major Project and of apprenticeship and employment opportunities for this Major Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE XI WAGES AND BENEFITS**

11.1 All Contractor(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Major Project in the amounts designated in the Master Agreements of the appropriate Local Unions.

11.2 By signing this Agreement, the Contractor(s) adopts and agrees to be bound by the written terms of the legally established Trust Agreements, as described in Section 11.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor(s) 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 Contractor(s). The Contractor(s) agrees to execute a separate Subscription Agreement(s) for a Trust Fund(s) when required by such Trust Fund(s).

11.3 Wages, Hours, Terms and Conditions of Employment. The wages, hours and other terms and conditions of employment on the Major Project shall be governed by the Master Agreement of the respective crafts to the extent such Master Agreement is not inconsistent with this Agreement. All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local agreements which have been negotiated by the historically recognized bargaining entity and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

11.4 During the period of construction on this Major Project, the Contractor(s) agrees to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining entity on the effective date as set forth in the applicable agreement. The Unions shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

11.5 Holidays. Holidays shall be in compliance with the applicable Schedule A agreement.

## **ARTICLE XII COMPLIANCE**

12.1 It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article XI. 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 Employers on the Major Project. The City shall monitor and enforce the

Contractor(s)' compliance with this Agreement and with the prevailing wage requirements of the State to the extent required by law. The Agreement shall not impose any new prevailing wage compliance or enforcement requirements on the City that don't already exist under the law.

### **ARTICLE XIII** **GENERAL GRIEVANCE PROCEDURE**

13.1 Major Project Labor Disputes. All disputes involving the application or interpretation of this Agreement, excluding work stoppages, strikes, sympathy strikes, and lockouts subject to Article IV, shall be subject to resolution by the grievance arbitration procedures set forth in this Article XIII. A dispute between the City and its Contractor(s) shall follow the dispute resolution process pursuant to the construction contract.

13.2 No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor 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 written agreement of the parties. Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall commence at Step 2:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days of the Step 1 meeting, within five (5) business days thereafter, 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 Manager of Labor Relations of the Contractor(s) or the Manager's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance proceeding, prior to a Step 2 meeting, the Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. The Project Manager and the Trades Council shall, at their discretion, have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not settled in Step 2 within five (5) business days, within five (5) business days thereafter, either party may request the dispute be submitted to an Arbitrator for final and binding arbitration. The request for arbitration must be in writing with a copy to the Project Manager. Should the parties be unable to mutually agree on the selection of an 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. The Project Manager 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. 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.

The time limits specified in any step of the Grievance Procedure set forth in Section 13.2 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 of and/or resolution of like or similar grievances or disputes.

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

13.3 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 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.

#### **ARTICLE XIV** **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

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

14.2 All jurisdictional disputes on this Major Project between or among the building and construction trades Unions and the Contractor(s) subject 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 Contractor(s) subject to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike,

work stoppage, or slow-down of any nature and the Contractor(s)' assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Contractor will conduct a pre-job conference with the Unions in accordance with Section 5.2 of this Agreement.

## **ARTICLE XV MANAGEMENT RIGHTS**

15.1 The City and Contractor(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their workforce in their sole discretion. Except as provided by Section 2.2.3 and by the lawful manning provisions in the applicable Master Agreement, no rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees.

## **ARTICLE XVI DRUG & ALCOHOL TESTING**

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

16.2 The parties agree to recognize and use the Substance Abuse Program contained in each applicable Local Union's Master Agreement, except as it may conflict with the City's Drug-Free Workplace Policy. In the event of a conflict, the City's policy shall prevail.

## **ARTICLE XVII SAVINGS CLAUSE**

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

17.2 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 the Agreement will not be required as part of an award to a Contractor(s), the Unions will no longer be bound by the provisions of Article IV.

17.3 This Agreement does not apply to any project funded in whole or in part by federal or state funding sources if a condition of that funding prohibits the use of a CWTA or Project Labor Agreements and the amount of funding is more than de minimus.

## **ARTICLE XVIII AMENDMENT/COUNTERPARTS/AUTHORITY**

18.1 Any substantive modification of any provision or addendum to this Agreement must be reduced to writing and signed by the City, Trades Council and Unions to be effective.

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

18.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

**ARTICLE XIX TERM**

19.1 This Agreement shall remain in full force and effect for a period of five (5) years from the date it becomes effective. The effective date will be ninety (90) days from the date the City Council approves this Agreement. This will allow staff the time needed to modify its design process to incorporate the Agreement requirements into Major project plans and specifications. Prior to the expiration of this Agreement, the City and the Trades Council agree to meet and confer regarding the status of and experience with Projects covered by the Agreement. The parties may agree to extend the term of this Agreement or enter into a new agreement incorporating any substantive changes based on the status of and experience with projects covered by the Agreement.

CITY OF ELK GROVE

\_\_\_\_\_  
Jason Behrmann, City Manager

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

Approved as to form:

\_\_\_\_\_  
Jonathan P. Hobbs, City Attorney

ATTEST:

By: \_\_\_\_\_  
Jason Lindgren, City Clerk

SACRAMENTO BUILDING AND CONSTRUCTION TRADES COUNCIL, AFL-CIO  
COUNCIL

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

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

\_\_\_\_\_  
Title:

## UNIONS

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Asbestos Workers Local #16

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Iron Workers Local #118

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Bricklayers Local #3

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Laborers Local #185

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Boilermakers Local #549

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Operating Engineers Local #3

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Cement Masons Local #400

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Plasterers & Cement Masons Local #300

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

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

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District Council #16  
International Union of Painters  
& Allied Trades

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Plumbers & Pipefitters Local #447

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Elevator Constructors Local #8

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Roofers Local #81

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International Brotherhood of  
Electricians Local #340

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Sheet Metal Workers Local #104

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Sprinkler Fitters Local #669

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Teamsters Local #150

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Asbestos, Lead and Mold  
Laborers Local #67



**Addendum A**

**COMMUNITY WORKFORCE AND TRAINING AGREEMENT CITY OF ELK GROVE**

**AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) performing work for a City of Elk Grove Major Project, (hereinafter Major Project ), and in consideration of the award to it of a contract to perform work on said Major Project, and in further consideration of the mutual promises made in this Community Workforce and Training Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

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

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Master Agreement as described in Article XI of this AGREEMENT.

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR.

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

(5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in a form identical to this document.

(6) This Agreement to be Bound constitutes a subscription agreement to the extent of its terms. However, the undersigned agrees to execute a separate Subscription Agreement(s) or contributing employer agreement for Trust Funds when such Trust Fund(s) requires such document(s).

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

Name of Contractor

\_\_\_\_\_  
(Name of Contractor Representative)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
CSLB # or Motor Carrier Permit