SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

I. BACKGROUND

Project Labor Agreements (PLAs) are intended to eliminate strikes and work stoppages for large public works programs and projects, by providing a preapproved process to resolve labor disputes. In the District's case, PLAs apply to all capital improvement programs such as SCUSD's $750M Measure H, ESSER-funded projects, and other.

The District's previous capital improvement efforts were also subject to a negotiated PLA. SCUSD's Board approved a PLA in August 2005, with renewals in 2012, 2014, and 2017.

This latest renewal is for a five-year term. Features of this renewal include the refinement of several previously agreed upon terms, including:

- A continuation of the $500,000 project budget threshold which was approved in 2017. Any project above this amount is subject to the terms of the PLA.
- Alignment with the City of Sacramento's hiring requirements for local labor.
- A "Helmets to Hardhats" initiative, encouraging veterans to participate in bond work.
- Agreement that modular construction is excluded from the PLA.
- Agreement that general maintenance projects are not included in the PLA.
- Agreement to create a MII.

II. GOVERNANCE

The driving governance issues behind this PLA include:

- SCUSD's Core Value and Guiding Principle of Equity,
- Senate Bill 922
- California Education Code sections 17250.25 and 1740
- California Public Contract Code sections 2600 throu

III. BUDGET

- Continued partnership with the Sacramento-Sierra Building & Construction Trades Council in the delivery of Measure H construction projects without strikes and other labor disruptions
- Development of a robust and sought-after CTE program. The program is intended to provide students with exposure to the Building Trades, opportunities for internships and other work-based learning opportunities, and the development of pathways into the Trades through pre-apprenticeship programs and career fairs.

V. MAJOR INITIATIVES

Through the further development of CTE programs, and opportunities for District students to learn about the construction trades, including paid internships and pre-apprenticeship programs.

VI. RESULTS

Data will be collected over the next five years (the term of this extension) to evaluate the effectiveness of the PLA. Data will include tracking of local labor, tracking the participation of SCUSD students in the CTE programs, and market feedback about the bid climate and participation by local firms.

VII. NEXT STEPS

The next steps include the Board approval of this five (5) year extension of the PLA, the creation of the MOU regarding CTE programs, and the collection of data evaluating the effectiveness of the PLA.

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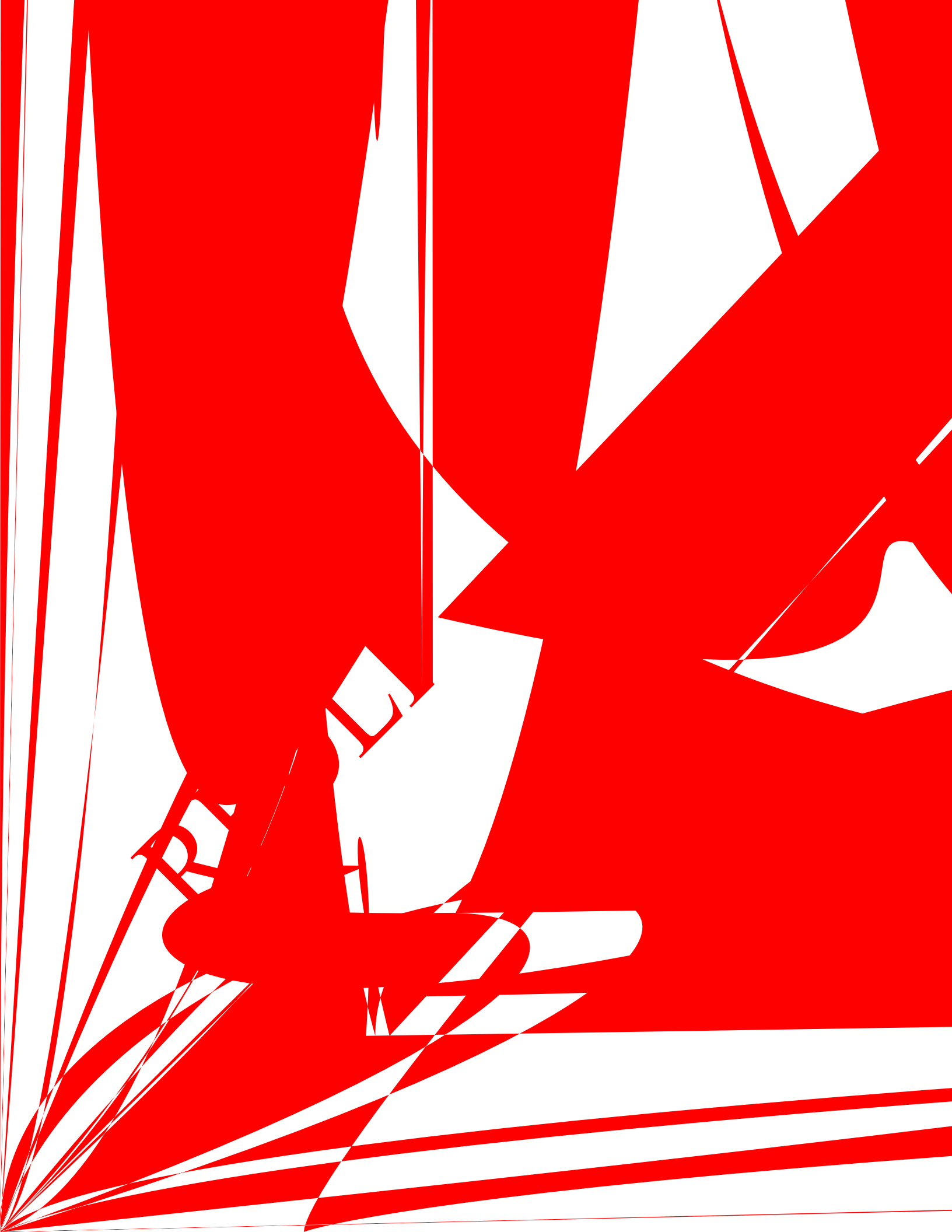

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~~the building trades to the degree allowed under each JATC's application process~~ ~~including those programs that allow direct entry. It is recognized~~ that ~~the Apprenticeship Programs operate according to existing~~ Standards ~~approved by the California Department of Industrial Relations, Division~~ of ~~Apprenticeship Standards, and the standards set forth in the collective~~

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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

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 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 (s wel)7(l)-4(a)9(s t

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

2.4.9 Non-

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

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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 li

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, 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 kick-up meeting shall be scheduled by the District upon request o

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

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 Employer

(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 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, 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,

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 pl.04 and

SIGNATURES

Sacramento City Unified School District

_____ Date: _____

Name:

Title:

Sacramento-Sierra Building and

Construction Trades Council

_____ Date: _____

Name: Karl Pineo

Title: President

UNIONS

Asbestos Workers Local #6	Laborers Local #185
Bricklayers Local #3	Millwrights Local #102

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ATTACHMENT A

PROJECT LABOR AGREEMENT

DATED: _____ Name of Contractor _____

_____
(Authorized Officer & Title)

_____

_____
(Address)

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