

**SANTA CLARA VALLEY WATER DISTRICT  
PROJECT LABOR AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Santa Clara Valley Water District (hereinafter “Valley Water”), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the “Agreement to be Bound” (Addendum A) (referred to collectively herein as “Contractor(s)/Employer(s)”), and the Santa Clara and San Benito Counties Building & Construction Trades Council (hereinafter the “Council”) and its affiliated local Unions that have executed this Agreement (referred to collectively herein as “Union” or “Unions”).

**PURPOSE & RECITALS**

The purpose of this Agreement is to promote the efficiency of construction operations for Valley Water through the use of skilled labor resulting in quality construction outcomes, to develop a skilled workforce for future Valley Water construction, and to provide for the orderly and peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting Valley Water’s and the public interest in assuring the timely and economical completion of Covered Projects subject to this Agreement.

WHEREAS, the Santa Clara Valley Water District (“Valley Water”) is an independent special district responsible for providing Santa Clara County with safe, clean water, flood protection; and stewardship of streams. Valley Water’s Mission is to provide Silicon Valley safe, clean water for a healthy life, environment, and economy; and

WHEREAS, nearly two million people currently reside in Santa Clara County’s 1,300 square miles and 15 cities; making it the most populous county in the San Francisco Bay Area and the fifth most populous in the state; and

WHEREAS, the population of Santa Clara County is expected to increase almost thirty percent (30%) to 2.3 million by 2030; and

WHEREAS, the Valley Water Capital Budget for Fiscal Years 2021 to 2025 exceeded \$3.5 billion; and

WHEREAS, this Agreement is intended to apply to projects where the complexity of the work and/or the presence of multiple contractors and numerous workers and/or other factors increases the risk of labor disputes or work disruptions that could interfere with the timely and economical completion of the work; and

WHEREAS, the timely and successful completion of Covered Projects is of the utmost importance to meet the needs of Valley Water and avoid increased costs resulting from delays in construction; and

WHEREAS, the work covered by this Agreement will require maximum cooperation from the Parties; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work and will be represented by the Unions signatory to this

Agreement and employed by contractors and subcontractors who may or may not be signatory to Master Agreements with the Unions; and

WHEREAS, it is recognized that on projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial unless there is a shared overriding commitment to maintain continuity of work; and

WHEREAS, the interests of Valley Water, the Unions, the Contractor(s)/Employer(s) and the public would be best served if construction work proceeds in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor(s)/Employer(s) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for workers employed on Covered Projects and to encourage close cooperation among Contractor(s)/Employer(s) and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on a Covered Project if Union and non-union workers of different employers were to work side by side on a Covered Project, potentially leading to labor disputes that could delay completion of a Covered Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of a Covered Project, insofar as a legally binding agreement exists between the Contractor(s)/Employer(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; and

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

WHEREAS, Valley Water has the right to select the lowest responsive and responsible bidder and/or the bidder offering the best value to Valley Water for the award of the construction contract(s) on a Covered Project in accordance with law; and

WHEREAS, Valley Water has determined that a project labor agreement will be beneficial to the Projects covered by this Agreement and will serve Valley Water's interests as the proprietor of construction projects; and

WHEREAS, Valley Water places high priority upon the development of comprehensive programs for the recruitment, training and employment of traditionally underrepresented and targeted workers, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; 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 construction industry is one of the few industries that provide a path to middle-class careers for individuals who face barriers to quality employment; and

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

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, 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 Addendum A) that shall be executed by each and every Contractor/Employer as a condition of performing Project Work.
- 1.3 “Completion” means that point at which there is a Final Acceptance by Valley Water related to a Construction Contract and Valley Water has filed a Notice of Completion.
- 1.4 “Construction Contract” means a public works or improvement contract(s) (including design-bid, design-build, lease-leaseback, or other contract under which construction is done) awarded by the Valley Water Board that is necessary to complete a Covered Project.
- 1.5 “Contractor(s)/Employer(s)” or “Contractor(s)” or “Employer(s)” means any individual, firm, partnership or corporation (including the prime contractor, general contractor as construction manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with Valley Water for construction of any part of a Covered Project, under contract terms and conditions approved by Valley Water and which incorporate this Agreement, and all contractors and subcontractors of any tier.
- 1.6 “Council” means the Santa Clara and San Benito Counties Building & Construction Trades Council.
- 1.7 “Covered Project” means a public works project paid for in whole or in part with Valley Water funds, to be performed under contract with Valley Water and not by Valley Water employees covered under this agreement, where either the engineer’s estimate or the cumulative bid amount(s) submitted by the contractor(s) awarded a Construction Contract(s) for the Covered Project exceeds two million dollars (\$2,000,000).
- 1.8 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto, which the Unions shall provide to Valley Water upon request.
- 1.9 “Project Work” means work on a Covered Project that is with the craft jurisdiction of one or more of the Unions and is not otherwise excluded pursuant to Section 2.4 of this Agreement.

1.10 “Project Manager” means the person(s) or business entity(ies) designated by Valley Water to oversee all phases of construction on the Covered Project and to oversee the implementation of this Agreement and who works under the guidance of Valley Water’s Authorized Representative.

1.11 “Union” or “Unions” means the Santa Clara and San Benito Counties Building & Construction Trades Council, AFL-CIO, and its affiliated local Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement.

1.12 “Valley Water” means the Santa Clara Valley Water District, its Board of Directors, officers, agents, employees and administrative staff, including managerial personnel.

## **ARTICLE 2 SCOPE OF AGREEMENT**

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on a Covered Project (including subcontractors at any tier), and their successors and assigns, Valley Water, the Council and its affiliated Unions signatory to this Agreement.

2.2 Applicability: This Agreement shall govern all craft work on a Covered Project pursuant to a Construction Contract. For the purposes of this Agreement, a Covered Project shall be considered completed as set forth in Section 1.3, except when Valley Water directs a Contractor to engage in repairs, warranty work, punch list work, modifications or change orders pursuant to a Construction Contract. Valley Water and the Council may mutually agree in writing to add or exclude projects or project components to be covered by this Agreement.

2.3 Covered Work: This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for a Covered Project that is within the craft jurisdiction of one or more of the Unions and which is directly or indirectly part of a Covered 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 a Covered Project), pumps, pump stations, start-up, modular furniture installation and final clean-up. On-site work includes work done for a Covered Project in temporary yards, dedicated sites, or areas adjacent to a Covered Project, and at any on-site or off-site batch plant constructed solely to supply materials to a Covered Project. This scope of work includes all soils and materials testing and inspection within the craft jurisdiction of the Unions.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems performed after Completion pursuant to a Construction Contract, except if excluded by Section 2.4.10.

2.3.2 This Agreement covers all on-site fabrication work over which Valley Water, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for a Covered Project in any temporary yard or area established for a Covered Project). Additionally, this Agreement covers off-site work, including fabrication necessary for a Covered Project defined herein, that is traditionally performed by any of the Unions and is directly or indirectly part of the Covered Project, provided such work 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 and contains an express reference to such off-site work.

2.3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. Construction trucking work, such as the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil, or other fill or similar material which is incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to Valley Water within ten (10) days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National 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 4, 13 and 14 of this Agreement shall apply to such work.

2.3.5 This Agreement shall apply to work performed pursuant to a construction warranty during the construction warranty period.

2.4 Exclusions. Notwithstanding any other provision of this Agreement, the following shall be excluded from the scope of this Agreement:

2.4.1 This Agreement shall not apply to non-construction craft employees, including executives, managerial employees, engineering employees, architects, quality control/assurance personnel (unless covered by a Master Agreement), guards, supervisors above the level of General Foreman (unless covered by a Master Agreement), administrative, office and clerical employees.

2.4.2 This Agreement shall not apply to work performed on, near, or leading to a Covered Project site(s) that is undertaken by state, county, city or other governmental bodies or their contractors, or by public or private utilities or their contractors. Work performed by public or private utilities including all electrical utility, voice-data video, and security installation work ahead of and up to the electrical service entry connection or the main point of service or the main point of entry shall be excluded. All electrical utility, voice-data video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be

Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and that provides for access to the building via a conduit or series of conduits shall be Covered Work.

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

2.4.4 This Agreement shall not apply to work performed by Valley Water's own forces.

2.4.5 This Agreement applies to capital construction and rehabilitation, including new facilities and/or pipeline extensions. This Agreement shall not apply to emergency remediation performed without formal notice of a competitive solicitation for bids as explicitly permitted by Public Contract Code section 22050.

2.4.6 In limited circumstances involving a manufacturer's warranty or guarantee, or requiring special knowledge of a particular item, work may be performed by persons not covered by this Agreement provided that the Contractor/Employer or manufacturer responsible for such work demonstrates by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement.

2.4.7 This Agreement shall not apply to work substantially funded by any federal, state, other local, private or public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. With respect to such work, Valley Water agrees that it will make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, however, should only a specific provision of the Agreement be prohibited by the funding source, the parties shall modify the requirements of this Agreement accordingly, to advance the purposes of this Agreement to the maximum extent feasible without the loss of funding.

2.4.8 This Agreement shall not apply to work that is jointly performed with another public agency, unless the work is awarded by Valley Water, or unless otherwise agreed to by the Parties on a case by case basis. With respect to such work jointly performed with another public agency, Valley Water will make a request to the other public agency to apply the terms of this Agreement, or in the alternative, request that the other public agency communicate with Valley Water representatives and the Council to discuss application of this Agreement.

2.4.9 This Agreement shall not apply to any work performed outside the geographical jurisdiction of the Council, absent agreement by the applicable Building Trades Council to adhere to the terms of this Agreement for the duration of such work.

2.4.10 This Agreement shall not apply to any work undertaken pursuant to any contract or agreement, or extension thereof, which was awarded by Valley Water before the execution of this Agreement.

2.4.11 The parties recognize that pursuant to Valley Water Board Governance Policy [ ], Valley Water's Chief Executive Officer, or his/her designee, may recommend to

the Valley Water Board an individual exemption if a Covered Project has a unique feature or requirement that would warrant an exemption, provided the conditions stated in the policy are satisfied. The Valley Water Board retains the power and discretion to approve such recommendations and issue individual exemptions of projects to this Agreement.

2.5 Award of Contracts: It is understood and agreed that Valley Water has the right to select any qualified bidder for the award of Construction Contracts under this Agreement, notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties. The qualified bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors and subcontractors for Project Work that are issued on or after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

2.6 Combining, Consolidating, or Canceling Project Work. Valley Water has the absolute right to combine, consolidate, or cancel work or portions of work that would otherwise be covered by Sections 2.2 and 2.3 and not excluded by Section 2.4. If Valley Water cancels such work or portions of work and thereafter reauthorizes such work, then such work shall be performed under the terms of this Agreement.

### **ARTICLE 3 EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Unions and Valley Water agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract, whether as a Contractor or subcontractor thereunder, the Contractor/Employer 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 of Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a condition of accepting the award of a subcontract, to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor/Employer may not be evaded by subcontracting. No Contractor or subcontractor shall commence Project Work without having first provided an executed copy of the Agreement to be Bound to Valley Water and to the Council.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Any dispute between the Union(s) and the Contractor/Employer respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s)/Employer(s) party to this

Agreement. This Agreement alone shall not have the effect of creating any joint employment relationship between or among Valley Water and/or any Contractor/Employer.

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

3.6 The provisions of this Agreement, including the Schedule A is incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement is inconsistent with a Schedule A, the provisions of this Agreement shall prevail. Where a provision of a Schedule A is not inconsistent with this Agreement, the provisions of the Schedule A shall apply.

#### **ARTICLE 4**

#### **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1 The Unions, Valley Water and Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of a Covered Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing, slowdowns, withholding of work, refusals to work, sickouts, walk-offs, sit-downs, stand-ins, boycotts, or other work stoppages, or otherwise advising the public that a labor dispute exists, or other slowdowns of any kind, for any reason, by the Unions or employees employed on a Covered Project, at any job sites for a Covered Project or at any other Valley Water facility because of a dispute on a Covered Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other Valley Water projects are not governed by the terms of the Agreement or this Article.

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

4.1.3 If any Union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppage, the signatory Unions shall not honor such picket line or work stoppage.

4.1.4 Neither the Council nor local Unions may sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity prohibited by Section 4.1.1 at any Covered Project site and shall undertake all reasonable means to prevent or to terminate such activity. No employee shall engage in activities which violate this Article. Any employee who engages in any activities that violate this Article shall be subject to disciplinary action, including discharge.

4.1.5 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract, and the Union or Contractor/Employer signatory to that Master Agreement gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement or engage



in any work disruption as described in Section 4.1.1 and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on a Covered Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.6 In the case of nonpayment of wages or trust fund contributions on a Covered Project, the Union shall give Valley Water and the Contractor/Employer five (5) business days' notice when nonpayment of trust fund contributions has occurred and two (2) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer's or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. Notice shall be by email and by registered or certified mail, or hand delivery to the involved Contractor, the prime contractor and/or equivalent, and to Valley Water. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

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

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

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

4.2.2 Upon receipt of said notice, Valley Water will contact the permanent arbitrator named above, or his alternate, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties and the Council by email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. A party found in violation of this Agreement shall immediately comply with the order of the Arbitrator. 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 fifteen thousand dollars (\$15,000) per shift for which it failed to comply, or portion thereof, until such violation is ceased. Such payment, however, shall not prevent the moving party from seeking judicial enforcement of the initial decision. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

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

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

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

## **ARTICLE 5 PRE-CONSTRUCTION CONFERENCE**

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

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

5.2 The pre-construction conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and Valley Water may attend at their discretion.

5.3 Pre-Construction Conference: The pre-construction conference shall include, but not be limited to, the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work;
- (f) Discussion of prefabricated materials;
- (g) Discussion of any warranty items per Section 2.4.6; and
- (h) Discussion of Targeted Hire Agreement goals and procedures.

5.4 Joint Administrative Committee: This Agreement is intended to provide close cooperation between management and labor. To that end, Valley Water shall designate two (2) representatives and the Council shall designate two (2) representatives to serve on a Joint Administrative Committee ("JAC"), each of whom may designate an alternate. JAC members may invite participation by a Contractor or Union as needed. The JAC shall meet periodically, at the request of any member, to review progress on a Covered Project, and to discuss matters of general concern, such as safety and security. The JAC shall serve as a forum to foster communication between management and labor, and to assist the Unions and the Contractors to complete a Covered Project in an economically efficient manner without interruption, delays or work stoppages. The JAC shall have no authority to review grievances or disputes involving this Agreement, which are subject to the applicable grievance procedure.

## **ARTICLE 6 NO DISCRIMINATION**

6.1 The Contractor(s)/Employer(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 a Covered Project.

## **ARTICLE 7 UNION SECURITY**

7.1 The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Covered Project.

7.2 The Contractors/Employers shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Covered Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Union(s) shall have access to a Covered Project whenever work covered by this Agreement is being, has been, or will be performed on the Covered Project.

## **ARTICLE 8 REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work on a Covered Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

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

8.3 The Unions will exert their utmost efforts to recruit sufficient numbers of qualified applicants to fulfill the workforce requirements of Contractor(s)/Employer(s). In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain workers from any source. A Contractor/Employer that hires any worker(s) to perform Covered Work on a Covered Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall refer such employee(s) to the appropriate Union to satisfy the requirements of Article 7 of this Agreement.

8.4 Core Workers. A Contractor may request by name, and the local Union shall honor, referral of Core Workers who have applied to the local Union for Project Work and who demonstrate to the Union dispatcher and provide satisfactory proof that the worker meets all the following qualifications:

- a) Appearance on the Contractor's active payroll for at least ninety (90) of the last one hundred and twenty (120) working days prior to award of a Construction Contract;
- b) Possession of all licenses and certifications required by applicable state and federal law for the work being performed;
- c) Ability to safely perform the basic functions of the applicable trade as required by law; and
- d) Has worked at least three thousand (3,000) hours in the appropriate construction craft.

8.5 The Contractor/Employer shall be allowed to employ five (5) Core Workers pursuant to the following methodology: The Union will first refer to such Contractor one (1) worker from the applicable hiring hall, and then will refer one (1) of the Contractor's Core Workers. This alternating procedure shall repeat until such Contractor/Employer has hired five (5) Core Workers. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the applicable hiring hall out-of-work list. For the duration of the Contractor's work, this ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of Core Workers to hiring hall referrals as was applied in the initial hiring.

8.5.1 This provision applies only to employers not currently working under a current Master Agreement and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures and appropriate fringe benefit fund coverage, all Contractor(s)/Employer(s) shall require their Core Workers to register with the appropriate Union hiring hall on, or before, the eighth [8th] day of consecutive or cumulative employment on a Covered Project.

8.5.2 Prior to each Contractor performing any Project Work, such Contractor or subcontractor shall provide a list of its Core Workers to Valley Water and the Council. Failure of such a Contractor to do so will result in that Contractor being prohibited from using any Core Workers on that Construction Contract. Upon request by any Party to this Agreement, the Contractor hiring any core workforce employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing the worker's qualification as a Core Worker to Valley Water and the Council.

## **ARTICLE 9 WAGES AND BENEFITS**

9.1 The Contractor(s)/Employer(s) agree to pay contributions to the vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour

worked on a Covered Project, in the amounts designated in the Master Agreement(s) of the appropriate local Union(s).

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

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on a Covered Project shall be governed by the Master Agreement of the respective crafts, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

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

## **ARTICLE 10 APPRENTICES**

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractors/Employers shall employ apprentices from a California state-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.

10.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.

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

10.4 In order to increase apprenticeship opportunities for traditionally underrepresented and targeted workers, the parties agree to comply with the Targeted Hire Agreement, attached hereto as **Addendum B**.

## **ARTICLE 11 HELMETS TO HARDHATS**

11.1 The Contractor(s)/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the

building and construction industry. The Contractor(s)/Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans interested in working on a Covered Project and of apprenticeship and employment opportunities for this Covered Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE 12 COMPLIANCE**

12.1 It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. 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 Contractor(s)/Employer(s) on a Covered Project. Valley Water shall monitor and enforce compliance with the prevailing wage requirements of the state, and the Contractors/Employers’ compliance with this Agreement.

## **ARTICLE 13 GRIEVANCE ARBITRATION PROCEDURE**

13.1 Project Labor Disputes: All disputes involving the application or interpretation of the Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article 4 (Work Stoppages, Strikes, Sympathy Strikes and Lockouts) and Article 14 (Work Assignments and Jurisdictional Disputes), shall be subject to resolution by the grievance arbitration procedures set forth below.

13.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on a Covered Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on a Covered Project shall be disciplined or discharged without just cause in accordance with the standards for review of discipline in the applicable Master Agreement.

13.3 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/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

13.4 Grievances shall be settled according to the following procedures:

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

Step 2: In the event that the representatives are unable to resolve the dispute within five (5) business days of the Step 1 meeting, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved, and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

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

1. Barry Winograd
2. Carol Vendrillo
3. Catherine Thompson

13.5 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

13.6 The time limits specified at any step of the Grievance Procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.



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

13.8 Should any of the arbitrators listed in this Article or Article 4 no longer work as a labor arbitrator, Valley Water and the Council shall mutually agree to a replacement.

13.9 Nonpayment of Wages or Trust Fund Contributions/Failure to Adhere to the Agreement: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union may request that Valley Water withhold and retain an amount from what is due and owing to the Contractor against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be agreed and retained by Valley Water 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 jointly decide, or to whomever an Arbitrator shall so order. Valley Water shall be excused from the withholding requirement where it would constitute a violation of law or would subject Valley Water to statutory penalties.

#### **ARTICLE 14 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

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

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

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 Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. Valley Water will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

## **ARTICLE 15 MANAGEMENT RIGHTS**

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

15.2 In addition to the rights of Contractors/Employers specifically enumerated in this Agreement, Contractors/Employers expressly reserve their management rights and all the rights conferred upon them by law, consistent with the Schedule A agreements, including, but not limited to, the right to:

15.2.1 Plan, direct and control operations of all work;

15.2.2 Hire, promote, transfer and layoff their employees as deemed appropriate to satisfy work and/or skill requirements and to reject any applicant for employment;

15.2.3 Promulgate and require all employees to observe reasonable, uniformly applicable job rules and security and safety regulations;

15.2.4 Discharge, suspend or discipline their employees, subject to applicable Master Agreement procedures;

15.2.5 Utilize, in accordance with Valley Water approval, any work methods, procedures or techniques;

15.2.6 Select, use and install certain materials, equipment and systems of a highly technical and specialized nature;

15.2.7 Assign and schedule work at their discretion; and

15.2.8 Assign appropriately paid overtime, determine when it will be worked and the number and identity of employees who will engage in such work, subject to such provisions in the applicable Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

## **ARTICLE 16 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 work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies contained in the applicable Schedule A.

**ARTICLE 17  
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, and 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 the Parties are unable to reach an agreement on substitute language, or an agreement that substitute language is unnecessary, and as a result Valley Water unilaterally determines that the Agreement or its terms will no longer be required on a Covered Project, the Unions shall no longer be bound by the provisions of Article 4.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins Valley Water from complying with all or part of its provisions, and as a result either party reasonably determines that the intent of the parties has been defeated, the entire Agreement shall be declared null and void.

**ARTICLE 18  
TERM**

18.1 The Agreement shall be included in the bid documents, requests for proposals, or other equivalent solicitations for a Covered Project, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for a Covered Project.

18.2 This Agreement shall become effective on the day it is executed by Valley Water and by the Council and shall remain in full force and effect for a term of five (5) years. This Agreement shall continue to apply to each Covered Project which was advertised for bid or commenced during the term until Completion as defined herein, notwithstanding the expiration date of this Agreement. Approximately ninety (90) days prior to the five (5) year anniversary of the effective date of this Agreement, Valley Water and the Council shall meet to discuss whether to extend this Agreement, the effect of the Agreement and any necessary modifications to it. Either Valley Water or Council may terminate this Agreement effective the end of the five (5) year term by providing written notice to the other party prior to the expiration of the term. Absent such written notice to terminate this Agreement by either the Valley Water Board or the Council, this Agreement, with any agreed-upon modifications, will roll over for no more than an additional five (5) years.

18.3 Valley Water and the Council agree to meet and confer annually, subsequent to approval of this Project Labor Agreement by Valley Water, regarding the status of and experience with Covered Projects and any future projects that may be considered for coverage by this Agreement.

**ARTICLE 19  
MISCELLANEOUS PROVISIONS**

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

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

19.3 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.4 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

SANTA CLARA VALLEY WATER DISTRICT

By: \_\_\_\_\_  
Tony Estremera  
Chair, Board of Directors

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

SANTA CLARA AND SAN BENITO COUNTIES  
BUILDING & CONSTRUCTION TRADES COUNCIL

By: \_\_\_\_\_  
David Bini, Executive Director

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

**UNION SIGNATORIES**

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Boilermakers Local 549

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Bricklayers and Allied Craftworkers Local 3

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Cement Masons Local 400

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Electrical Workers Local 332

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Elevator Constructors Local 8

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Insulators and Asbestos Workers Local 16

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Iron Workers Local 377

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Laborers Local 270

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Laborers Local 67

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Northern California Carpenters Regional Council, for itself and its affiliated local Unions

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Operating Engineers Local 3

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Painters and Allied Trades District Council 16, for itself and its affiliated local Unions

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Plasterers Local 300

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Roofers and Waterproofers Local 95

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Sheet Metal Workers Local 104

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Sign and Display Local 510

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Teamsters Local 853

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United Association, Plumbers and Steamfitters Local 393

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United Association, Sprinklerfitters Local 483

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United Association, Underground Utility/Landscape Irrigation Local 355

**Addendum A:  
Agreement to Be Bound**

[Addressee]  
[Address]  
[City and State]

Re: Santa Clara Valley Water District Project Labor Agreement.

Dear \_\_\_\_\_:

The undersigned party confirms that it agrees to be a party to and bound by the Santa Clara Valley Water District Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

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

The obligation to be a party to and bound by this Agreement shall extend to all work covered by the Santa Clara Valley Water District Project Labor Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

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

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

Contractor State License Number or Motor Carrier (CA) Permit Number: \_\_\_\_\_

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

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

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

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

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

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

**Addendum B:  
Targeted Hire Agreement**

**Purpose.** The Parties to the Santa Clara Valley Water District Project Labor Agreement (“Agreement”) recognize the need to increase training and career opportunities for underrepresented and targeted individuals in the construction trades through apprenticeship and pre-apprenticeship programs, to and develop a pipeline to ensure the continued availability of skilled, qualified, and readily available construction workers for future construction projects.

Additionally, the Santa Clara and San Benito Counties Building and Construction Trades Council (“Council”) is signatory, with other parties, to the Santa Clara County Construction Careers Collaborative Memorandum of Understanding (“MOU”), which established a pre-apprenticeship program in Santa Clara County that serves as a pipeline for youth and job-seekers into the construction trades.

Additionally, in order to increase construction career opportunities for individuals presently underrepresented in the building trades, the Parties to the Agreement agree to exert their best efforts to recruit, refer, and employ Targeted Workers as apprentices, and to cooperate with the Community Workforce Coordinator to maximize the employment of Targeted Workers on Covered Projects.

In furtherance of these goals, the Parties to the Agreement enter into this Targeted Hire Agreement for Targeted Hire of Apprentices (“Targeted Hire Agreement”), to participate in the community workforce pipeline as set forth in the MOU.

**I. Definitions.**

All capitalized terms not defined in this Targeted Hire Agreement are as defined in the Agreement.

**Approved Pre-Apprenticeship Program.** An Approved Pre-Apprenticeship Program means the Santa Clara County Trades Orientation Program or an equivalent structured, MC-3 certified career training and placement program or Union-sponsored program, that: (1) serves Underrepresented Workers, and (2) is sponsored by a Council-approved community-based organization, a Council affiliate, the Council itself, the California State Building & Construction Trades Council, or North America’s Building Trades Unions (“NABTU”).

**At-Risk Youth.** At-Risk Youth means a person between 18 and 24 years old that is either: 1) disconnected from school and/or work; 2) currently or formerly justice engaged; 3) in the foster care system; 4) pregnant/parenting; or 5) homeless.

**Community Workforce Coordinator.** Community Workforce Coordinator means the Santa Clara County Trades Orientation Program, or another entity as determined by mutual written agreement between the Council and Valley Water. The Community Workforce Coordinator is responsible for maintaining an up-to-date list of Targeted

Workers who are available for work and their current contact information, and will provide this list to any of the Parties upon request.

**Covered Contractor.** Covered Contractor means a contractor of whatever tier that performs \$250,000 or more of Covered Work (as that term is defined in Section 2.3 of the Agreement) on a Covered Project. A Covered Contractor is subject to the Workforce Goal set forth in Section II below. If a contractor performs less than \$250,000 of Covered Work on a Covered Project, that contractor is not subject to the Targeted Workforce Goal, but may nonetheless participate voluntarily in the Targeted Workforce Goal.

**Targeted Worker.** Targeted Worker means an individual who has completed an Approved Pre-Apprenticeship Program.

**Underrepresented Worker.** An Underrepresented Worker is an individual who, prior to commencing work on a Covered Project, has at least one of the following barriers to employment:

- Veteran of the U.S. military;
- Currently receiving public assistance;
- Emancipated from the foster care system;
- Currently participating in a reentry program or was formerly incarcerated;
- Currently homeless, recently housed (within the past twelve months), or at risk of losing their housing;
- Continuously unemployed for the previous one year;
- Family or household income that falls below the current HUD threshold for Low Income Households in Santa Clara County;
- An At-Risk Youth; or
- A survivor of labor trafficking.

**II. Targeted Workforce Goal.** The Parties have a goal of employing one (1) or more Targeted Worker(s) as a registered Apprentice on all Covered Projects, consistent with the applicable hiring hall procedures, Master Agreement(s), and apprenticeship program standards, for at least twenty-five percent (25%) of each Covered Contractor's apprentice hours on a Covered Project. Priority shall be given to the employment of First Year Apprentices, subject to the needs of the Covered Project.

- a) Nothing herein requires a Covered Contractor either to hire a particular individual or to retain a particular individual in employment. Any individual referred to a Covered Contractor shall be hired and employed at the Covered Contractor's discretion.
- b) A Covered Contractor will receive credit toward the Workforce Goal for hours performed by a Targeted Worker assigned to work on a Covered Project or on another jobsite at the employer's discretion, provided the worker is assigned to the same job classification that would apply to the Targeted Worker on a Covered Project.



- c) Covered Contractors shall properly supervise and pay all apprentices in accordance with the Master Agreements.
- d) Covered Contractors will provide, upon request, certified payroll records and/or records of hours worked by Targeted Workers to the General Contractor (or equivalent), Valley Water, the Council, the Unions, or the Community Workforce Coordinator.
- e) Covered Contractors will retain documentation sufficient to demonstrate that the Covered Contractor requested a sufficient number of Targeted Worker apprentices to satisfy the Targeted Workforce Goal.
- f) **Community Workforce Coordinator Obligations.** The Community Workforce Coordinator will, upon request, refer the names of qualified, available, and willing Targeted Workers to Valley Water, the Council, the Unions and Covered Contractors. The Community Workforce Coordinator will also work with Valley Water to facilitate outreach events.
- g) **Union Obligations.** To the maximum extent allowable, consistent with the applicable hiring hall procedures, Master Agreement(s), and apprenticeship program standards, the Unions shall:
- Refer Targeted Workers as apprentices to Covered Contractors;
  - Cooperate with Valley Water and community-based organizations designated by mutual agreement of Valley Water and the Council in conducting outreach to recruit and refer Underrepresented Worker applicants to Approved Pre-Apprenticeship Programs for which they are qualified or qualifiable;
  - Cooperate with the Community Workforce Coordinator and Covered Contractors in order to satisfy the requirements of this Targeted Hire Agreement; and
  - Facilitate, encourage, and assist Targeted Worker apprentices in their progress and success in joint labor/management apprenticeship programs.
- h) **Valley Water Obligations.** Valley Water shall have a designated person or persons responsible for liaising with the Community Workforce Coordinator and conducting at least the following activities, to maximize the employment of Targeted Workers on Covered Projects:
- Notify the Community Workforce Coordinator on a quarterly basis of upcoming Covered Projects;
  - Communicate with the Community Workforce Coordinator regarding Covered Project work schedules, delays, major changes in scope, or other updates affecting labor demand in order to facilitate timely referral of Targeted Workers;

- Host or coordinate outreach events with Covered Contractors or prospective contractors on Covered Projects;
- Monitor compliance with this Addendum B via reporting requirements in its Construction Contracts.

**III. *Satisfying Workforce Goal.*** A Covered Contractor meets its obligations under this Targeted Hire Agreement by complying with both of the following:

- (a) Prior to commencing work on the Covered Project, submitting a Targeted Hiring Form to the Community Workforce Coordinator and the Santa Clara & San Benito Counties Building and Construction Trades Council;
- (b) Making best efforts to employ Targeted Workers as registered Apprentices on all Covered Projects for a least twenty-five percent (25%) of apprentice hours (or equivalent work on another jobsite, provided the apprentice is assigned to the same job classification the apprentice would have been assigned to on the Covered Project). Best faith efforts shall include, at a minimum:
  - 1) Requesting a list of available and qualified Targeted Workers from the Community Workforce Coordinator prior to hiring for Covered Project work; and
  - 2) Requesting that the applicable Union(s) provide qualified and available Targeted Workers for employment consideration in a number sufficient to meet the Workforce Goal under Section II; and
  - 3) If a Targeted Worker is not otherwise available, and if permissible under the applicable Master Agreement, hiring hall procedures and apprenticeship program standards, sponsoring at least one (1) Targeted Worker into a Union apprenticeship program and employing that Targeted Worker on a Covered Project.

**IV. *Consequences of Non-Compliance.*** The Joint Administrative Committee (“JAC”) established by the Agreement shall consider allegations of non-compliance with this Targeted Hire Agreement. If there is a determination by the JAC that a Party failed to meet its obligations hereunder, the issue will be referred to the grievance procedure as provided in Article 13 of the Agreement. At any time during the process of compliance review, the JAC shall have the authority to reach a resolution with the Covered Contractor.

**V. *Reporting.*** The Council and Community Workforce Coordinator shall report to Valley Water on an annual basis regarding the goals of this Targeted Hire Agreement. Such reports will be discussed and approved at JAC meetings before provision to Valley Water. Covered Contractors agree to provide information upon request to the Council, the Community Workforce Coordinator, or Valley Water, as needed to assess the effectiveness of this Targeted Hire Agreement.

Valley Water and the Council may request to meet and confer regarding additional or revised terms and/or procedures in order to improve the employment of Targeted Worker apprentices on Covered Projects.

Nothing in this Targeted Hire Agreement is intended to conflict with or supersede the reporting requirements imposed by Valley Water on its contractors.

**VI. *Implementation.*** The JAC shall help monitor and implement this Targeted Hire Agreement.

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