

## COMMUNITY WORKFORCE AGREEMENT FOR THE CITY OF HAYWARD

### INTRODUCTION/FINDINGS

This Community Workforce Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Hayward (hereinafter the “City”), 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 herein as the “Contractor(s)/Employer(s)”), and the Building and Construction Trades Council of Alameda County (referred to herein as the “Council”) and the labor organizations that have executed this Agreement (referred to collectively herein as the “Union(s)”).

The purpose of this Agreement is to promote the efficiency of construction operations for the City of Hayward through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement, while promoting diversity in the construction trades and helping to increase training and employment opportunities for graduates of the Hayward Unified School District (“HUSD”) and Hayward residents in the construction trades through local hire, apprenticeship and pre-apprentice programs.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the City and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on the Project and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

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

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

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

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

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

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

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

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

### **ARTICLE I** **DEFINITIONS**

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "City" means the City of Hayward and its governing board, officers, agents and employees, including managerial personnel.

1.4 "Completion" means that point at which there is Final Acceptance by the City of a Construction Contract and the City has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the City has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the City has executed a written acceptance of the work.

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

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

1.7 “Council” means the Building and Construction Trades Council of Alameda County.

1.8 “District Graduate” means a person who has graduated from a Hayward Unified School District high school or adult education program, or who has received a G.E.D. from Hayward Unified School District.

1.9 “Hayward Resident” means any individual who at any time during the Projects’ construction can certify through a utility bill or other similar means acceptable to the parties that the individual resides within the boundaries of the City of Hayward.

1.10 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement(s) of each craft Union signatory hereto.

1.11 “New Apprentice” means an individual who is: (i) being sponsored into or has been enrolled in an apprenticeship program currently registered with the State of California’s Division of Apprenticeship Standards; and (ii) has worked no more than twelve (12) months in the applicable craft or trade.

1.12 "Project" means City projects paid for in whole or in part by City funds, where the engineer’s estimate exceeds one million dollars (\$1,000,000). The City shall not split, divide, or otherwise separate Projects or Construction Contracts for the purpose of avoiding application of this Agreement. The City and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term “Project” applies to each and all projects as defined in this section, whether used in the singular or plural herein.

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

1.14 “Sole Operator” means a licensed contractor with no employees and exempted by the Contractor’s State License Board from the requirement to carry workers’ compensation insurance. (*See: California Business and Professions Code section 7125.*)

1.15 “Veteran” means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable.

1.16 “Union” or “Unions” means the Building and Construction Trades Council of Alameda County and the labor organizations identified on the attached signature page that

become signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

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

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

2.3 **Project Description:** This Agreement shall govern the award of all of the Construction Contracts identified by the City as part of the Project. All Projects that are subject to this Agreement shall be identified as covered Projects in the agenda report to the City Council requesting the authorization to solicit bids. The JAC has the right to exempt projects under this Agreement upon discussion and mutual agreement between City staff and the Building Trades Council. If there is no agreement with respect to exempting a particular project, the matter will be presented to City Council for decision. The City has the absolute right to combine, change, consolidate, suspend or cancel Construction Contract(s) or portions of Construction Contract(s) identified as part of the Projects; provided, however, that if such Construction Contract(s) or portion of Construction Contract(s) is thereafter reauthorized, this Agreement shall apply. Once a Construction Contract is Completed, it is no longer covered by this Agreement, except when a Contractor is directed to engage in repairs, warranty work or modifications required by its Construction Contract with the City.

2.4 **Covered Work:** This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by City employees.

2.3.2 This Agreement covers all on-site fabrication work over which the City, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

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

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XII and XIII of this Agreement shall apply to such work.

2.3.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, that the installation of specialty items which may be furnished by the Contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; further, provided, however, in limited circumstances requiring special knowledge of the particular item(s), work may be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer's warranty, provided, however, that the vendor or manufacturer has demonstrated by an enumeration of specific tasks that the work cannot be performed by craft workers employed under this Agreement. The issue of whether it is necessary to use construction persons of the vendor or other companies shall be subject to the grievance and arbitration clause of this Agreement; however, prior to filing a grievance for an alleged violation of this provision, the applicable parties shall meet and confer to informally resolve the dispute. Work subject to manufacturer's warranty shall be discussed during the pre-job conference.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the City's own employees as permitted by the Public Contract Code.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman (unless covered by a Master Agreement).

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

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

2.4.5 Termination, Suspension and/or Delay of Work: It is understood and agreed that the City, at its sole option, may change, terminate, delay and/or suspend any and all portions of the covered work at any time. Furthermore, the City may prohibit some or all work on certain days or during certain hours of the day to comply with applicable codes, laws or regulations, permits or to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of the ongoing Projects' work on the businesses and residents in the neighborhood of the Project sites; and/or require such other operational or schedule changes that may be deemed necessary, in its sole judgment, to effectively maintain the primary purpose of the City's facilities and to remain a good neighbor to the residents and businesses in the area of the Projects. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section.

2.4.6 Public Contract Code Section 2500(a): This Agreement is adopted in accordance with the taxpayer protection provisions of section 2500(a) of the California Public Contract Code.

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

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

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to

agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 (a) With regard to any Contractor that is independently signed to any Master Agreement, this Community Workforce Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such Master Agreement, except as specifically set forth in subsection (b) of this Section. Any such subcontracting clause in a Master Agreement shall remain and be fully enforceable between each craft union and its signatory employers, and no provision of this Community Workforce Agreement shall be interpreted and/or applied in any manner that would give this Community Workforce Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory employers under a Master Agreement, except as specifically set forth in subsection (b) of this Section 3.4. To the extent that the provisions of this Agreement are inconsistent with any other provisions contained in a Master Agreement, the provisions of this Agreement shall prevail.

(b) If a craft union (hereafter "Aggrieved Union") believes that an assignment of work on this Project has been made improperly by a contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its Master Agreement, as permitted by subsection (a) of this Section 3.4, the Aggrieved Union may submit a claim under the jurisdictional resolution process contained in Article 12 of this Community Workforce Agreement, and the decision rendered as part of that process shall be enforceable to require the contractor or subcontractor that made the work assignment to assign that work prospectively to the Aggrieved Union. An award made to a craft union under the subcontracting clause of its Master Agreement, as permitted pursuant to Section 3.4(a) of this Article, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Community Workforce Agreement. If the award made under the Master Agreement conflicts with the jurisdictional award, the award of any damages under the former shall be null and void *ab initio*.

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

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

3.7 The provisions of this Agreement, including the Master Agreements 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 conflicts with a Master Agreements, the provision of this Agreement shall prevail. Where a provision of a Master Agreements does not conflict with this Agreement, the provision of the Master Agreements shall apply.

#### **ARTICLE IV**

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

4.1. The Unions, the City, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of City because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.

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

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the City and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.



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

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

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 12.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the City, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the City will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

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

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a 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 proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order 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 with the above procedure, are waived by the parties.

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

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

## **ARTICLE V**

### **PRE-JOB CONFERENCES**

5.1 **Timing:** The Project Manager shall convene and conduct a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below. The pre-job conference shall be held at a location and time mutually agreeable to the Council. Upon mutual agreement of the applicable parties, the pre-job conference may be conducted via Microsoft Teams, Zoom, or another teleconferencing platform. The pre-job conference shall be conducted at least fourteen (14) calendar days prior to:

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

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

5.3 The pre-job 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; and
- (f) Discussion of pre-fabricated materials.

5.4 Review Meetings: The City and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

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

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

## **ARTICLE VII** **UNION REPRESENTATION AND REFERRAL**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the 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 Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

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

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

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

Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

7.7 A Sole Operator, as defined in this Agreement under Section 1.14, self-performing work on a covered Project shall not be required to request dispatch for themselves from the Union hall with jurisdiction over the Sole Operator's work unless the craft is covered under Operating Engineers Local 3 and as such shall agree with and execute Addendum C, Sole Operator Side Letter. However, if the Sole Operator hires any additional employees subsequent to starting work on a covered Project, the Sole Operator will be treated as the core employee in accordance with Section 7.8 below. Before hiring an employee(s) on the Project, the Sole Operator must request permission from the JAC through the Coordinator and provide evidence of compliance with CLSB and Workers Compensation requirements. For purposes of this Agreement, Sole Operators performing construction trucking work will be exempt from trust fund obligations but must pay representational fees. All Sole Operators, including truckers, must sign this Agreement's Letter of Assent prior to starting work on a covered Project.

7.8 In the event that a Contractor/Employer has its own core employees, the Contractor/Employer may request by name, and the local union will honor, referral of persons who demonstrate the following qualifications:

- (1) Possess any license and/or certifications required by state or federal law for the Project work to be performed; and
- (2) Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years; and
- (3) Were on the Contractor/Employer's active payroll for at least sixty (60) days out of the one hundred and eighty (180) calendar days prior to the contract award; and
- (4) Have the ability to perform safely the basic functions of the applicable trade.
- (5) Are Hayward Residents or District Graduates.

7.9 The Union will refer to such Contractor/Employer one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then thereafter refer one of such Contractor/Employer's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer's crew requirements are met or until such Contractor(s)/Employer(s) has hired no more than five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work lists(s). For the duration of the Contractor/Employer's work, the ratio shall be maintained and when the Contractor/Employer's workforce is reduced, employees

shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor(s)/Employer(s) signatory to a Master Agreement with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the relevant collective bargaining agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement, as they relate to such Contractor(s)/Employer(s). Any exceptions requested to this process must be referred to the JAC for review.

7.10 The parties agree to a goal that Hayward Residents, and especially District Graduates, will perform a minimum of thirty (30%) percent of the hours worked on the Projects (the “Local Hire Goal”). Contractor(s)/Employer(s) shall make good faith efforts to reach the Local Hire Goal through the utilization of the Union’s hiring hall procedures. Throughout the hiring process, priority will be given to Hayward Residents and/or District Graduates. The Unions shall make good faith efforts in their recruiting and training of Hayward Resident workers and in their hiring hall procedures to facilitate the Local Hire Goal on the Projects. The parties shall cooperate to establish or support a pre-apprenticeship/internship program for District Graduates. If a Contractor/Employer fails to meet the Local Hire Goal or demonstrate a good faith effort, there will be a ten (10%) percent contract retention withheld until the Local Hire Goal is remedied. Acceptable remedies include: commitment to employ Hayward Residents on non-City projects or acceptance of Hayward Residents as new apprentices.

7.11 Contractors/Employers that have employed a Hayward Resident for up to six (6) months preceding the start of the Project for a minimum of at least one hundred (100) hours per month who has the ability to perform safely the basic functions of the applicable trade may receive credit for fifty (50%) percent of those hours towards the Local Hire Goal. A Contractor/Employer may also receive credit for fifty (50%) percent of the documented hours performed by Hayward Residents on non-City projects, when such hours are concurrent with the Contractor/Employer’s work on the Project. The maximum total combined credit that can be applied under this section is half of the Local Hire Goal.

7.12 It is the responsibility of Contractors/Employers to document all requested dispatches and the Union’s response. The Unions agree to use the Craft Dispatch Request Form (attached hereto as **Addendum B**) for dispatch requests. Such documentation shall be provided to the City by the Contractor/Employer within ten (10) days of request by the City.

## **ARTICLE VIII**

### **WAGES AND BENEFITS**

8.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

8.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 8.1, which may from time to time be amended, specifying the detailed basis upon 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 they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

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

8.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

8.5 Work on Fire Sprinkler Systems: All inspections on a Fire Sprinkler System shall be performed by an ASSE 15000 certified Sprinkler Fitter who is registered with the Office of the California State Fire Marshall. All testing and/or maintenance performed on any Fire Sprinkler System shall be performed by an individual who has graduated from a state-approved apprenticeship program. All apprentices working on fire protection systems shall be registered with a state-approved apprenticeship program.

## **ARTICLE IX** **JOINT ADMINISTRATIVE COMMITTEE**

9.1 The parties to this Agreement shall establish a five (5) person Joint Administrative Committee. This Committee shall be comprised of two (2) representatives selected by the City; two (2) representatives selected by the Unions; and one (1) industry representative mutually agreed to by the parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum of the Joint Administrative Committee shall consist of three members, comprising at least one representative from the City and one representative from the Building Trades Council.

9.2 The Joint Administrative Committee shall meet as required, but not less than once each quarter, to review the implementation of the Agreement and the progress of the Projects. Any question by any party to the Agreement regarding the meaning, interpretation or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Committee for review and recommendation. The Joint Administrative Committee will also have the responsibility of monitoring the provisions in Article VII and X.

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

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in

their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

10.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

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

10.4 Community Workforce Partnerships: The parties recognize the need to build within the City a pipeline to careers in the construction industry. Such efforts would serve the parties' mutual goals of providing career opportunities and of developing adequate numbers of competent workers in the construction industry. In furtherance of these goals, the parties agree to work together in good faith, and in partnership with the Construction Trades Workforce Initiative ("CTWI"), and in conjunction with other interested City community-based organizations, to identify and develop an initiative or multiple initiatives to connect Hayward Residents and District Graduates with careers in the Building and Construction Trades, with a particular focus on providing opportunities to disadvantaged individuals.

10.5 Contractor(s)/Employer(s) are required to hire one Hayward Resident as a New Apprentice for the first 1 million dollars (\$1,000,000) of construction costs with one additional apprentice for every \$5 million dollars (\$5,000,000) thereafter (capped at 2 per craft). A minimum of 50% of the applicable Apprentice hours on any project must be worked by the Hayward New Apprentice. Any modifications to these requirements must be agreed to by the JAC. There shall be no more than two New Apprentices for each craft, and the General Contractor/Employer shall be entitled to include New Apprentices hired by their subcontractors to meet this requirement. The City will refer the names of District Graduates and/or Hayward Residents to the Union and Contractor(s)/Employer(s), and the Unions agree to cooperate with the Contractor/Employer in furnishing apprentices as requested. The hiring, supervision and compensation of apprentices shall be in accordance with the Apprenticeship Programs in the Master Agreements. The Contractor/Employer may deploy the Hayward New Apprentice to work on another concurrent project in order to meet the minimum hours, and those hours will be counted towards the total hours of the craft on the City project. The failure of the City to refer names and/or the Unions to provide those apprentices upon request will relieve the Contractor/Employer of this First-Period Apprentice hiring responsibility. The Contractor/Employer shall make good faith efforts to hire Apprentices for a minimum of six (6) months or 1,000 labor hours.

10.6 The Council shall encourage the enrollment of at least ten (10) Hayward Residents or District Graduates into State approved Labor-Management Apprenticeship programs during each year of the agreement term and facilitate placing them on a job site.

10.7 Contractors/Employers who hire Hayward Resident First-Period Apprentices shall be credited with two (2) work hours towards the Local Hire Goal, for each hour worked by the Hayward Resident First-Period Apprentices.

10.8 The intent of the apprentice requirement is to employ new apprentices to the fullest extent permissible by state law and the Master Agreements. The failure of the Contractor/Employer and its subcontractors to maintain qualified apprentices on the Project will be subject to Division of Apprenticeship Standards' penalties and further penalties as determined by the Joint Administrative Committee. Contractors/Employers, Unions and the Building Trades Council shall use good faith efforts to retain apprentices employed pursuant to this Agreement and advance those apprentices to journeyman status.

10.9 It shall be the responsibility of Contractors/Employers to report and document compliance with this Article. Contractors/Employers shall submit reports to the City on a monthly basis on an open electronic platform that is uniform and centralized with a module that is capable of properly collating and distilling the requested data outputs:

- (i) Certified Payroll Reports; and
- (ii) Reports containing the number of workers who satisfy the City's Project specific apprenticeship and workforce training goals.
- (iii) In the event the City does not currently utilize such software, the City shall work with the Council to identify and implement the software and its requisite module. The City shall oversee the platform and be responsible for requiring Contractors/Employers to upload timely reports into the system as part of their regular payment application process. The Council and its affiliated local Unions shall be provided login access to ensure reporting accuracy.

10.10 Contractors/Employers may request a negotiated compliance plan if compliance with the requirements of this Article is unreasonable or poses difficulty due to safety. In this case the Contractor/Employer will make the request in writing for a meeting with the Joint Administrative Committee prior to the commencement of work. The Joint Administrative Committee will then review this request, and if there is consensus, will approve the negotiated compliance plan, that the Contractor/Employer will sign off on. This new document will become the new local hiring requirements that the Contractor/Employer will have to meet or risk being in non-compliance.

## **ARTICLE XI** **HELMETS TO HARDHATS**

11.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of



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

## **ARTICLE XII** **COMPLIANCE**

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

## **ARTICLE XIII** **GRIEVANCE ARBITRATION PROCEDURE**

13.1 **Project Labor Disputes:** All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIII, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

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

13.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

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 Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

**Step 2:** If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the

Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

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

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

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 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be

paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

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

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

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

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

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, Andrea Dooley, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

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.

14.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The City and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

#### **ARTICLE XV** **MANAGEMENT RIGHTS**

15.1 Consistent with the 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 all lawful manning provisions in the Master Agreement shall be recognized.

**ARTICLE XVI**  
**DRUG AND 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 set forth in the applicable Master Agreement.

16.3 The use, sale, transfer, purchase and/or possession of cannabis or a related substance at any time during the work day is prohibited. Drug tests and screens that detect non-psychoactive cannabis metabolites, which are the metabolites left in the body after it metabolizes tetrahydrocannabinol (THC), shall not be used as a basis for discipline. Workers shall only be subject to discipline for testing positive on a drug test or screen that is designed to detect current impairment or active THC levels.

**ARTICLE XVII**  
**SAVINGS CLAUSE**

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

17.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of the Agreement's provisions, and the City accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

**ARTICLE XVIII**  
**TERM**

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

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

18.3 This Agreement shall become effective on the day it is executed by the City and the Council. Prior to each five (5) year anniversary of the effective date of this Agreement, the

City and the Council shall meet to discuss proposed changes, if any, to the Agreement. Absent changes or termination, the Agreement will roll over for an additional five (5) years.

**ARTICLE XIX**  
**MISCELLANEOUS PROVISIONS**

19.1 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.

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

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

19.4 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.

19.5 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.

[SIGNATURES TO FOLLOW]

CITY OF HAYWARD

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

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

BUILDING AND CONSTRUCTION TRADES  
COUNCIL OF ALAMEDA COUNTY

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

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

**UNION SIGNATURES**

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

[Date]  
[Addressee]  
[Address]

Re: City of Hayward Community Workforce Agreement  
Agreement to be Bound

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

The undersigned confirms that it agrees to be a party to and bound by the City of Hayward Community Workforce Agreement (“Agreement”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 8.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the City of Hayward Community Workforce Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

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

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

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

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

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

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

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

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

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



## Addendum B CRAFT DISPATCH REQUEST FORM

### CITY OF HAYWARD COMMUNITY WORKFORCE AGREEMENT REQUEST FOR CRAFT EMPLOYEES

**To the Contractor:**

Please complete and transmit this form to the applicable Union to request craft workers that fulfill all hiring requirements of the City of Hayward Community Workforce Agreement. After transmitting your request, **call the Local Union to verify receipt and substantiate their capacity to furnish categories of workers as requested.** Please print your completed Craft Dispatch Request Form and keep a copy of this request for your records.

**To:**

Name of Union: \_\_\_\_\_ Fax# \_\_\_\_\_ Date: \_\_\_\_\_

**From:**

Name of company: \_\_\_\_\_ Name of individual sending request: \_\_\_\_\_

Contractor Phone# \_\_\_\_\_

**Please provide me with Union craft workers per the City of Hayward Community Workforce Agreement's hiring requirements, to assist in fulfillment of project requirements as defined below:**

Hayward Residents (any individual who at any time during the Projects' construction can certify through a utility bill or other similar means acceptable to the parties that the individual resides within the boundaries of the City of Hayward.)

District Graduates (an individual who has graduated from a Hayward Unified School District high school or adult education program, or who has received a G.E.D. from Hayward Unified School District)

New Apprentices (an individual who is: (i) being sponsored into or has been enrolled in an apprenticeship program currently registered with the State of California's Division of Apprenticeship Standards; and (ii) has worked no more than twelve (12) months in the applicable craft or trade.)

General Dispatch (Union craft employees dispatched per normal dispatch procedures not including the above)

Job/Craft Description	Number Requested	Number Requested	Number Requested	Number Requested	Total Number Requested	Report Date	Report Time
	Hayward Resident	District Graduate	New Apprentice	General Dispatch			

Please have worker(s) report to the following work address indicated below:

\_\_\_\_\_

Comments or special requirements

\_\_\_\_\_

**Addendum C**  
**SOLE OPERATOR SIDE LETTER**

Notwithstanding Section 7.7 of the Community Workforce Agreement for the City of Hayward (“CWA”), a Sole Operator who self-performs construction work covered by Operating Engineers Local 3 must abide by all applicable provisions related to dispatch of the Local 3 Master Agreement. As such, a Sole Operator must still obtain a dispatch from the Union hiring hall, in conformance with the Local 3 Master Agreement, and may work with the tools of the trade. If the Sole Operator hires any additional employees, those employees must be dispatched in conformance with the CWA.

All other provisions of the CWA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Side Letter and it shall be effective as of the date last executed hereinbelow.

CITY OF HAYWARD

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

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

BUILDING AND CONSTRUCTION TRADES  
COUNCIL OF ALAMEDA COUNTY

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

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

OPERATING ENGINEERS LOCAL 3

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

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

SOLE OPERATOR

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

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