NATOMAS UNIFIED SCHOOL DISTRICT
PROJECT LABOR AGREEMENT

PREAMBLE

This project labor agreement ("**PLA**" or "**Agreement**") is entered into on **July 22, 2026**, by and between the following parties:

- The Natomas Unified School District ("**District**"),
- The Sacramento-Sierra's Building & Construction Trades Council ("**Council**"),
- The Council's affiliated local Unions that have executed this Agreement ("**Union(s)**"), and
- The contractors and/or subcontractors, who become signatory to this Agreement by signing the "Letter of Assent" (**Addendum A**) (all of which are referred to herein as "**Contractors/Employers**"), (collectively, the "**Parties**").

WHEREAS, the purpose of this Agreement is to promote efficiency of construction projects and to provide for 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. The District and the Council may mutually agree in writing to add additional work to be covered under this PLA.

WHEREAS, the District and the Council seek to form a lasting relationship with Career Technical Education, especially among District students, District graduates, veterans, and those historically underrepresented in the trades.

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

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the union's signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, it is recognized that on large bond programs with multiple bargaining units on job sites at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and the Contractor/Employer(s) 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 Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) 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 the Project when Union and non-union workers of different employers work side by side on the Project thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, the 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 Contractor/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 contracts for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code, Education Code other applicable California law, applicable District Board Policies and Administrative Regulations; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contract on the Project, or to reject all bid proposals, or to any legal project delivery methodologies; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the Parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

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. "**District**" means the Natomas Unified School District, its employees, agents, and administrative staff.

1.3. "**Contractor/Employer(s)**" means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager performing or contracting for Covered Work, project manager performing or contracting for

Covered Work, 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 District with respect to the construction of any part of the Project under contract terms and conditions approved by the District and that incorporate this Agreement and all contractors or subcontractors of any tier.

1.4. "**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) that will be awarded by the District and that are necessary to complete the Project, as defined herein.

1.5. **"Day(s)"** Unless otherwise designated, day(s) means calendar day(s). "**Business Days**" shall mean days except Saturday, Sunday, a day that is federally-recognized holiday, or a day that is a California-recognized holiday.

1.6. "**Project**" is defined to include those public works construction projects funded in whole or in part with an estimated construction cost of one million dollars ($1,000,000) or more. The Project includes repairs, warranty work, modifications or punch list work, if those items of work are required under a Construction Contract, or when a Contractor/Employer performs work under a change order(s). Routine maintenance of District properties (per Public Contract Code sections 20115 and 22002(d)) and emergency public works projects (per Public Contract Code sections 1102, 20113, and 22050) are not covered by the scope of this Agreement. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA.

1.7. "**Union**" or "**Unions**" means the Sacramento-Sierra's Building & Construction Trades Council, AFL-CIO, ("**Council**") and any affiliated labor organization signatory to this Agreement, acting in 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.

1.8. "**Project Manager**" means the person(s) or business entity(ies) designated by the District to oversee all phases of construction on the Project and to oversee the implementation of this Agreement and who works under the guidance of the District's Authorized Representative

1.9. "**Master Agreement**" or "**Schedule A**" means the Master Collective Bargaining Agreement of each craft Union signatory hereto, a copy of which shall be on file with the Union and which shall be provided to the District within seven (7) days of a request.

ARTICLE 2 SCOPE OF AGREEMENT

2.1. **Parties**: The Agreement shall apply and is limited to all Contractors/Employer(s) performing work on the Project (including subcontractors at any tier) and their successors and assigns, the District and the Unions.

2.2. **Applicability**: This Agreement governs all Construction Contracts awarded on the District Projects.

2.3. **Covered Work**: This Agreement covers, without limitation, all on-site site preparation, construction, alteration, demolition, installation, painting or repair of buildings, structures and other works, and related activities for the Project, including landscaping and temporary fencing 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, temporary HVAC, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, modular furniture installation, assembly, and disassembly, and on-site soils and material inspection and testing to be performed to complete the Project. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where that testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1. This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed after completion, but only if it is covered by a classification in which a prevailing wage determination has been published, and only if it is not performed by District employees.

2.3.2. This Agreement covers all on-site fabrication work over which the District, Contractor(s) or subcontractor(s) possess the right of control, including work done for the Project in any temporary yard or area, either of which is established solely for fabrication work to the Project.

2.3.3. This Agreement covers lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and movement of materials or goods between locations on the Project site. This Agreement also covers off-site work, including fabrication necessary for the Project, that is covered by a current Schedule A agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement. Except as set forth in this Section 2.3.3 and in Section 2.3.5, this Agreement shall not apply to the off-site manufacture, fabrication and handling of materials, supplies, equipment or machinery and the delivery of such to or from the Project site.

2.3.4. It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftspersons covered under this Agreement will handle and install that

material and equipment. There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.

2.3.5. The furnishing of supplies, equipment or materials that are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by applicable prevailing wage determinations of the California Department of Industrial Relations.

2.3.6. **National Agreements**: Work covered by the National Agreement of the International Union of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement shall be performed under the terms of those agreements, and all 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, except that Articles 4, 11 and 12 of this Agreement shall prevail and be applied to such work.

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

2.4.1. The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District that are not included in the Project.

2.4.2. The Agreement shall not apply to an Owner's/Contractor/Employer's non-construction craft employees (except those covered by existing Master Agreements), including but not limited to executives, managerial employees, engineering employees and supervisors at or above the level of General Foreman, staff engineers or other professional engineers, or quality assurance, administrative and management.

2.4.3. This Agreement shall not apply to any 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; or by public or private utilities or their contractors.

2.4.4. The District shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code and Education Code.

2.4.5. This Agreement shall not apply to off-site maintenance of leased equipment and supervision of that work.

2.4.6. This Agreement shall not apply to engineering provided by professional service organizations and laboratory or specialty testing or inspection not ordinarily done by the Unions.

2.4.7. This Agreement shall not apply to routine maintenance of District properties and emergency public works projects.

2.4.8. Notwithstanding any other provision in this Agreement to the contrary, and to avoid any misinterpretation or uncertainty of intent, this Agreement and its provisions shall only apply to work for which a classification and a prevailing wage determination has been published by the California Department of Industrial Relations.

2.4.9. Off-site modular construction shall not apply.

2.5. **Award of Contracts**: It is understood and agreed that the District shall have the absolute right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

ARTICLE 3 EFFECT OF AGREEMENT

3.1. The Unions and the District agree to be bound by the terms of the Agreement.

3.2. By accepting the award of work under a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by the terms of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the **Letter of Assent** in the form attached hereto as **Addendum A.**

3.3. At the time that any Contractor/Employer enters into a subcontract with any subcontractor performing work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement, as it may from time to time be modified, to each subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by the terms of this Agreement prior to the commencement of work. The obligations of a Contractor/Employer may not be evaded by subcontracting.

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. 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. Any dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5. It is mutually agreed by the Parties that any liability by a Union 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 signatory Contractor(s) and the other Union(s) party to this Agreement.

3.6. The provisions of this Agreement, including Schedules A's, which are the local Master Agreements of the Unions having jurisdiction over the work on the Project, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements that may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

ARTICLE 4 WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. This "Work Stoppages, Strikes, Sympathy Strikes and Lockouts" Article shall be referred to as the "**No Strike Provision.**" The Unions, District and Contractor/Employers agree that for the duration of the Project:

4.1.1. There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing 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 at any other facility of District because of a dispute on the Project. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement or this Article.

4.1.2. As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

4.1.3. If a master collective bargaining agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes performance under the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining agreement, the Union agrees that it will not strike on

work covered under this Agreement and the Union and the Contractor/Employer agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached between the Union and Contractor/Employer. If the new or modified master collective bargaining agreement reached between the Union and Contractor/Employer provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

4.1.4. In the case of nonpayment of wages and trust fund contributions on the Project, the Union shall give the District or its designated agent and the Contractor/Employer(s) five (5) business days' notice when nonpayment of trust funds has occurred and two (2) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to 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.

4.2. **Claims/Disputes of This Article**: 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 No Strike Provision is alleged to have occurred:

4.2.1. A party invoking this procedure shall notify **Robert Hirsch**, as the permanent arbitrator, or **Andrea Dooley** as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 11. Notice to the arbitrator shall be by the most expeditious means available, with notices by email, personal delivery, facsimile or telephone to the District 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 party seeking the arbitration will contact the designated 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 by email, personal delivery, facsimile or telephone of the place and time for the hearing. That 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 the No Strike Provision 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 its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of the No Strike Provision and other appropriate relief and that award shall be served on all parties by hand or overnight mail upon issuance.

4.2.5. Any 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. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this No Strike Provision, all parties waive the right to a hearing and agree that these proceedings may be ex parte. This 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 overnight 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 No Strike Provision and the party alleged to be in breach of its obligation under this No Strike Provision.

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

ARTICLE 5 COORDINATOR AND MEETINGS

5.1. The Business Manager of the Council shall function as the **"Coordinator"** and shall coordinate and administer this PLA. The Coordinator shall endeavor to facilitate harmonious relations between the District, the Contractor/Employers and the Unions.

5.2. **PLA Conference**: In addition to the District's own post-bid/pre-job/pre-construction conference or meeting with its contractor(s), the District shall convene a pre-construction PLA conference ("**PLA Conference**") at a time and location reasonably agreeable to the Council and with representatives of involved Contractors/Employers. At the PLA Conference, the Contractors/Employers shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least seven (7) calendar days prior to the commencement of any Project work. The PLA Conference shall include but not be limited to the following subjects:

5.2.1. A listing of each Contractor's scope of work;
5.2.2. The craft assignments;
5.2.3. The estimated number of craft workers required to perform the work;
5.2.4. Transportation arrangements;
5.2.5. The estimated start and completion dates of the work; and
5.2.6. Discussion of pre-fabricated materials.

5.3. PLA Conferences for different Contractors/Employers may be held together.

5.4. The Parties to this Agreement may request meeting(s) or additional PLA Conferences during the Project to discuss issues relating to the enforcement of this Agreement, or disputes related to this Agreement.

ARTICLE 6 NO DISCRIMINATION AND NO HARASSMENT

6.1. All Parties shall comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project, including, but not limited to, protection against discrimination on the basis of race, color, creed, national origin, ancestry, age, sex, sexual orientation, political affiliation, membership in a labor organization, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC). In addition to this non-discrimination provision, the Parties must comply with these provisions prohibiting harassment at the Site. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

ARTICLE 7 EMPLOYEE REPRESENTATION AND REFERRAL

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

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/Employer 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 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 In filling craft job requirements, Employers performing Covered Work shall utilize and be bound by the registration facilities and referral systems established or authorized by the Unions ("Job Referral System"). Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Employers shall have the right to reject any applicant referred by the Unions in accordance with this Article 7.

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

7.5 In the event that referral facilities maintained by the Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Employer, the Employer shall be free to obtain such workers from any source. An Employer who hires any personnel to perform Covered Work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of this Article 7.

7.6 Unions will exert their utmost efforts to recruit sufficient numbers of skilled and trained craft persons to fulfill the requirements of the Contractor/Employer(s). On Projects governed by Education Code sections 17250.25 and 17407.5, the Unions shall consider a Contractor's request to transfer skilled and trained employees to work on Projects in a manner consistent with the Union's referral procedures.

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

ARTICLE 8 REFERRAL

8.1. Contractor/Employers performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto when those procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2. The Union(s) shall be the sole source of all craft labor employed on the Project. However, each Contractor/Employer may request by name, and the Union shall honor, referral of persons who have registered with the local Union for Project work and who demonstrate the following qualifications ("Core Employees"):

8.2.1. were on the Contractor/Employer's active payroll for at least seventy-five percent (75%) of the past the ninety (90) consecutive calendar days prior to the contract award, and

8.2.2. have worked a total of at least one thousand five hundred (1,500) hours in the construction craft during the prior two (2) years, and

8.2.3. possess any license and/or certifications required of him/her by state or federal law for the Project work to be performed, and

8.2.4. have the ability to perform safely the basic functions of the applicable trade.

8.3. For each Contractor/Employer requesting Core Employee(s), the Union will refer to each Contractor/Employer one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and then will refer one of that Contractor/Employer's Core Employees as a journeyman, and shall repeat the process, one and one, until that Contractor/Employer's crew requirements are met or until the Contractor/Employer has hired five (5) Core Employees, whichever occurs first. Thereafter, all additional employees shall be hired exclusively from the hiring hall out-of-work list for the affected trade or craft for work on the Project. 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 reverse order and in the same ratio of Core Employees to hiring hall referrals as was applied in the initial hiring.

8.4. For a Contractor/Employer that will employ only one individual craft worker for the duration of the Project, a Union will consider the Contractor/Employer's request to dispatch a Core employee for that position, in a manner consistent with the Union's referral procedures.

8.5. Contractor/Employers signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master 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(s) as they relate to such contractors.

8.6. The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman (unless covered by a Schedule A) it considers necessary and desirable, without those persons being referred by the Union(s).

8.7. 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 a request is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain workers from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of the "Union Security" Article of this Agreement.

8.8. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s). The Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

8.8.1. The Council and all Unions shall, upon the District's verbal or written request, directly notify contractors and subcontractors of all tiers of District projects at least two (2) weeks prior to bid day and actively encourage those contractors to bid on District projects. Upon the District's verbal or written request, the Council and the Unions shall conduct outreach to contractors and subcontractors of all tiers, and shall take all reasonable steps to ensure that plans and specifications are made available on an expedited basis to any contractor or subcontractor with an interest in submitting a bid on a District project.

8.8.2. The Council and all Unions shall actively encourage all contractors to seek out and hire qualified disadvantaged workers.

8.9. All Contractors/Employers shall satisfy the requirements for a skilled workforce as indicated in Public Contract Code section 2600, et seq. and Education Code sections 17250.25, et seq. and 17407.5, et seq., if applicable.

ARTICLE 9 BENEFITS AND WAGES

9.1. All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation, apprenticeship, health and welfare, and other benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements or Prevailing Wage Determination, whichever is greater, of the appropriate local unions.

9.1.1. The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except that those Contractor/Employers who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.2. By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, 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 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 Contractors/Employers. The Contractors/Employers agree to execute a separate Subscription Agreement(s) 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 the Project shall be governed by the Master Agreement or Prevailing Wage Determination, whichever is greater, of the respective crafts, copies of which shall be on file with the District to the extent such Master Agreement is not inconsistent with this Agreement.

9.4. **Holidays**: Holidays shall be established as set forth in the applicable Schedule A.

ARTICLE 10 COMPLIANCE

10.1. It shall be the responsibility of the Contractor/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/Employer(s) on the Project. The District shall cooperate with the California Department of Industrial Relation's monitoring and enforcement of contractors' compliance with the prevailing wage requirements of the state, and the Council's monitoring of the Contractors/Employers' compliance with this Agreement.

ARTICLE 11 PROJECT LABOR DISPUTES

11.1. **Project Labor Disputes**: All Project labor disputes involving the application or interpretation of the Master Collective Bargaining Agreement to which a signatory Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the Grievance arbitration procedures set forth herein.

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

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

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after the meeting to resolve the dispute in Step 1, the dispute 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, 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, an arbitrator shall be selected by the alternate striking method from the list of five (5) 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.

11.3.1. William Riker

11.3.2. Barry Winograd

11.3.3. Andrea Dooley

11.3.4. Robert Hirsch

11.3.5. Morris Davis

11.4. The decision of the Arbitrator shall be 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.

11.5. The time limits specified in any step of the Grievance Procedure set forth in this Article may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance or failure to respond in writing within the time limits provided above, without an agreed-upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

11.6. 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.

11.7. Should any of the arbitrators identified in this Article no longer work as a labor arbitrator, the District and the Council shall mutually agree to a replacement.

ARTICLE 12 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

12.1. 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.

12.2. All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor/Employer 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 Contractor/Employers and Unions parties to this Agreement.

12.3. 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 referenced in 12.1 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) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

12.4. 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. The Project Manager and the District 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 13 APPRENTICES / INTERNS / CAREER PATHWAYS

13.1. Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices from California State-approved Joint Apprenticeship Programs 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.

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

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, except as provided by law and the provisions herein.

13.3. The Parties recognize the importance of providing District students and graduates the opportunity to participate in the Unions' Apprenticeship Programs and a pathway to work on the Project(s) under this Agreement. To the extent permitted by law and the hiring hall provisions of the applicable local Union and the rules and bylaws of the applicable joint apprenticeship program and in compliance with the Program's Standards approved by the State of California, Division of Apprenticeship Standards:

13.3.1. The Union apprenticeship programs will provide for direct entry of qualified graduates of Union or MC3-certified pre-apprenticeship programs, or any other pre-apprenticeship programs mutually approved by the District and the Council, or any Construction Career Pathway Partnership that may be developed at the District in partnership with local trades and pursuant to the additional terms in **Addendum B.**

13.3.2. Each Contractor/Subcontractor performing work covered by this Agreement shall employ on the Project.

13.3.3. If available, at least one eligible District graduate who is enrolled and participating in a Joint Apprenticeship Program approved by the State of California, Division of Apprenticeship Standards, for any craft for which such program exists, when the Contractor/Employer has the minimum number of employees as is established by the Department of Apprenticeship Standards regulations for the employment of apprentices. A properly indentured apprentice must be employed under the regulations of the craft or trade at which he/she is indentured and shall be employed only for work of the craft or trade in which he/she is registered. If a District graduate is not available for referral to a Contractor/Employer when such Contractor/Employer is required to employ an apprentice pursuant to this subsection, the Contractor/Employer shall maintain an open request for such referral, should an opening occur at a later date, as long as its obligations to employ the apprentice exists.

ARTICLE 14 LOCAL HIRE

14.1. The Parties to this Agreement support the development of increased numbers of skilled construction workers from graduates of District schools and residents of Sacramento County to meet the needs of District Projects and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified graduates of District schools and Sacramento County residents as journeymen and apprentices to covered Projects and entrance into such apprenticeship and training programs as may be operated by the Unions.

ARTICLE 15 MANAGEMENT RIGHTS

15.1. The Contractor/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.

ARTICLE 16 HELMETS TO HARDHATS

16.1. The Contractor/Employers 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/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.

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

ARTICLE 17 DRUG & ALCOHOL TESTING

17.1. 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.

17.2. Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A.

ARTICLE 18 SAVINGS CLAUSE

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

The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.2. If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article 4.

ARTICLE 19 DURATION OF AGREEMENT: MID-TERM ASSESSMENT

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

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

ARTICLE 20 MISCELLANEOUS PROVISIONS

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

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

20.3. Approval by Governing Board: This Agreement shall not be binding on the District until it is approved by the governing board of the Natomas Unified School District.

Accepted and agreed on the date(s) indicated below:

Natomas Unified School District

Signature: Noel Mora

Print Name: Noel Mora

Title: President (Acting)

Date: 07/22/2026

Natomas Unified School District

Signature: Robyn L. Castillo

Print Name: Dr. Robyn Castillo

Title: Superintendent

Date: 07/22/2026

Sacramento-Sierra's Building & Construction Trades Council

Signature: _____

Print Name: Kevin Ferreira

Title: Executive Director

Date: 7/15/2026

Sacramento-Sierra's Building & Construction Trades Council

Signature: _____

Print Name: Todd Schiavo

Title: President

Date: _____

Sacramento-Sierra's Building & Construction Trades Council

Signature: _____

Print Name: John Rector

Title: Vice President

Date: 7.16.2026

Sacramento-Sierra's Building & Construction Trades Council

Signature: _____

Print Name: Kevin Ferreira

Title: Executive Director

Date: 08/26/2026

Sacramento-Sierra's Building & Construction Trades Council

Signature: _____

Print Name: Todd Schiavo

Title: President

Date: 8/26/2026

Sacramento-Sierra's Building & Construction Trades Council

Signature: _____

Print Name: John Rector

Title: Vice President

Date: _____

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Bricklayers Union, Local 3

Boilermakers Union, Local 549

Cement Masons Union, Local 400

Sprinkler Fitters Union, Local 669 on behalf of BM Robert Cooper Jr.,

District Council 16 International Union of Painters & Allied Trades

Elevator Constructors Union, Local 8

International Brotherhood of Electrical Workers, Local 340

Teamsters Union, Local 150

Iron Workers Union, Local 118

Laborers Union, Local 185 (LIUNA)

Operating Engineers Union, Local 3

Operative Plasterers & Cement Masons Union, Local 300

UA Underground Utility and Landscaping Irrigation Union, Local 355

UA Plumbers & Pipefitters Union, Local 447

Roofers Union, Local 81

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North Coast States Regional Council of Carpenters on behalf of itself and its affiliated Local Unions

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Asbestos Workers Union, Local 16

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Bricklayers Union, Local 3

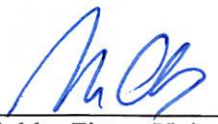
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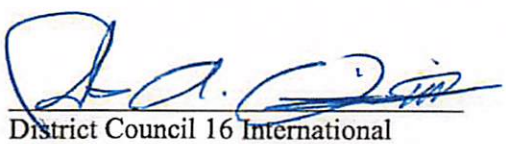
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North Coast States Regional Council of Carpenters on behalf of itself and its affiliated Local Unions

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Iron Workers Union, Local 118

Bricklayers Union, Local 3

Laborers Union, Local 185 (LIUNA)

Boilermakers Union, Local 549

Operating Engineers Union, Local 3

Cement Masons Union, Local 400

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North Coast States Regional Council of Carpenters on behalf of itself and its affiliated Local Unions

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Northern California District Council of Laborers for itself and on behalf of its Affiliated Local Unions

Operating Engineers Union, Local 3

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

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Ismael Vega

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MORGAN WOLCOTT

Roofers Union, Local 81
Roofers & Waterproofers Union Local 81

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North Coast States Regional Council of Carpenters on behalf of itself and its affiliated Local Unions