

**FIRST AMENDMENT TO  
COMMUNITY WORKFORCE AGREEMENT**

This First Amendment to Community Workforce Agreement (“Amendment”) is made and entered in the City of San Luis Obispo on [date of Council approval], by and between the City of San Luis Obispo and its successors or assigns, (“City”), the Tri Counties Building & Construction Trades Council, AFL-CIO (“Tri Counties”), and the Craft Councils and Unions (“CCU”) signatory to the Community Workforce Agreement for the Prado Road Interchange and Public Safety Center projects as approved by the City Council of the City of San Luis Obispo on January 17, 2023 (“Community Workforce Agreement” or “CWA”). The signatory CCU are hereinafter, together with Tri Counties, collectively referred to as the “Unions.” The City and Unions are hereinafter collectively referred to as the “Parties.”

**WITNESSETH:**

WHEREAS, City and Tri Counties negotiated for approximately six (6) months before reaching tentative agreement November 30, 2022, on language for the CWA; and

**Commented [KH1]:** direction to begin negotiations was provided in April 2022; deadline to complete negotiations was July 19, 2022, but needed to continue on so Cultural Arts District Parking Structure project was dropped; first negotiation meeting was held June 23, 2022; tentative agreement reached Nov. 30, 2022

WHEREAS, at the January 17, 2023, meeting of the City Council, the City’s Mayor was authorized to sign the CWA; and

WHEREAS, on or before April 12, 2023, both Tri Counties and City had executed the CWA (Exhibit A) CWA as routed via DocuSign); and

WHEREAS, from January 2023 until December 2023, Tri Counties and City worked to collect signatures from each of the CCU listed below (Exhibit B) Signature pages received as of December 6, 2023):

**Commented [KH2]:** Southern CA District Council of Laborers, LiUna 1184 Plaster Tenders, and LiUna 220 signatures need to be collected along with the signed amendment. If any additional groups wish to sign on, theirs also need to be collected with the amendment. A modified signature page has been provided for this purpose.

- Asbestos Heat & Frost Insulators (Local 5)
- Boilermakers (Local 92)
- Bricklayers & Allied Craftworkers (Local 4)
- Cement Masons (Local 600)
- Electricians (Local 639)
- Elevator Constructors (Local 18)
- Iron Workers (Local 155)
- Painters & Allied Trades DC 36
- Pipe Trades (Local 403)

- Pipe Trades (Local 345), UA Landscape & Irrigation
- Pipe Trades District Council No. 16
- Pipe Trades (Sprinkler Fitters Local 669)
- Plasterers (Local 200)
- Roofers & Waterproofers (Local 36)
- Sheet Metal Workers (Local 104)
- Teamsters (Local 986)
- Southwest Regional Council of Carpenters, Carpenters Local 805

WHEREAS, during the process of collecting signatures a handful of issues were raised by various CCU and presented to the City as proposed side letters. In order to assure consensus by all Parties, including those having executed the CWA prior to receipt of the proposed side letters, the Unions were asked to reach internal agreement on their requested changes so those changes could be considered by the City for inclusion in this Amendment; and

WHEREAS, on June 5, 2024, a General Meeting of the Tri Counties was held which resulted in the following requests:

1. That Section 13.1.1 be removed from the CWA.
2. That the modifications to Section 2.3.3 of the CWA presented in the side letter related to off-site fabrication and signed by Sheet Metal Workers' Local 104 District 3 on June 1, 2023, (Exhibit C) be incorporated into the CWA.

WHEREAS, CWA Article 20, DURATION OF THE AGREEMENT, provides that the effective date of the CWA is "the date [the CWA] is signed by all Parties" but the definition of "Parties" includes "The City, Council, Unions, and Contractors that become signatory to this Agreement by executing the Letter of Assent..." Inclusion of future Contractors in Parties could be interpreted to mean that each time a new Letter of Assent is executed, that date becomes the effective date of the CWA and therefore no true effective date would exist.

WHEREAS, CWA Article 15, LABOR/MANAGEMENT COOPERATION, provides for the creation of a Joint Administrative Committee ("JAC") to include three (3) representatives selected by the City. However, Section 15.2 states, "The City should be notified of the meeting [of the JAC] and invited to send a representative(s) to participate," implying the City has no fixed representatives in the JAC. Section 15.2 also states, "The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs..." but fails to define who the "joint chairs" are.

WHEREAS, the projects covered by the CWA are currently estimated to go out for bid in 2027 or later.

WHEREAS, the City and Unions desire to modify various sections of the CWA to address the issues raised by the Tri- Counties and CCU and to clarify and enhance compliance with the CWA.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 13.1.1 of the CWA is removed.
2. Section 2.3.3 of the CWA is modified to be:  
2.3.3 All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement; provided, further, that off-site fabrication, assembly, modification or processing of materials, detailing and/or air balancing work that is traditionally performed under the Sheet Metal Workers' Local 104 Master Labor Agreement or local addendum to their national agreement are within the scope of this Agreement.
3. The City and Unions agree that the effective date of the CWA be deemed to be January 17, 2023.
4. Section 15.2 is modified to be:  
Functions of Joint Committee: At its first meeting, the Joint Committee shall elect a Chair and Co-Chair, one from the representatives selected by the City and the other one from the representatives selected by the Council. The Committee shall meet on a schedule to be determined by the Committee or at the call of the Chair or Co-Chair, joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 6, 7 or 9 shall not be reviewed or discussed by this Committee but shall be processed pursuant to the provisions of the appropriate Article. The Community Workforce Coordinator shall be responsible for the scheduling of the

Commented [KH3]: This is the as-is language of the section

meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the City. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) business days prior to the meeting. ~~The City should be notified of the meetings and invited to send a representative(s) to participate.~~ The Community Workforce Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of City residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

5. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

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| <p>CITY</p> <p>By: _____<br/>Erica A. Stewart, Mayor</p> <p>Dated: _____</p> | <p>UNIONS</p> <p>By: _____<br/>Josh Medrano, Executive Secretary<br/>Tri Counties Building &amp; Construction<br/>Trades Council</p> <p>Dated: _____</p> |
| <p>APPROVED AS TO FORM FOR CITY:</p> <p>_____<br/>City Attorney</p>          |  |