

**COMMUNITY BENEFITS AGREEMENT
TEMPLATE**

COMMUNITY BENEFITS AGREEMENT

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COMMUNITY BENEFITS AGREEMENT

This **Agreement** (this “**Agreement**”) is entered into this ____ day of _____, 20__ by and between **Owner**, an Oregon political subdivision (the “**Owner**”); the construction manager/general contractor, an Oregon corporation (the “**Contractor**”) on behalf of the Contractor and all subcontractors who become signatory to this Agreement by executing the Letter of Assent (Attachment “A”) (collectively, the “**Employer**” or “**Employers**”); the unions signatory to this Agreement (“**Signatory Union(s)**”); and equity stakeholders signatory to this Agreement (collectively, “**Equity Stakeholders**”), to establish uniform standard working conditions and diverse community participation for the efficient performance of construction work on the project (the “**Project**”).

RECITALS:

- A.** The Owner and the Contractor have entered into (the “**Contract**”).
- B.** The Owner recognizes that, as a public owner, it has a unique role in the construction industry to ensure that public dollars spent benefit the community that it serves and does not indirectly or passively perpetuate discrimination against or historical under-inclusion of minorities and women and low income people in the construction industry.
- C.** The Signatory Unions and the Contractor recognize that strikes, sympathy strikes, pickets, work stoppages, slowdowns, lock outs, or other labor disruptions on the Owner’s construction projects significantly hinder the ability of the Owner to achieve its institutional mission.
- D.** The Signatory Unions, the Contractor and Equity Stakeholders recognize that the Owner is entitled to retain and exercise full and exclusive authority for the management of its operations, and shall remain the sole judge in determining the competency and qualifications of all firms responding to its Invitations to Bid, including all prime contractors and subcontractors, with the corresponding right to hire or reject such potential contractors on its public works projects.
- E.** The Signatory Unions, the Contractor and Equity Stakeholders recognize that securing the contracting diversity and apprenticeship objectives of this Agreement should not impose undue administrative burdens on the Owner, or the Contractor and Subcontractors.

DEFINITIONS:

As used in this Agreement:

A. “Subcontractor” means a subcontractor who is signatory to this Agreement via the Letter of Assent (Attachment “A”) and is a subcontractor to the Contractor or a lower tier subcontractor to a prime subcontractor. “Contractor and Subcontractor(s)” also are referred to as “Employer” and “Employer(s)” under this Agreement. A “DBE subcontractor” is a subcontractor certified federally or in the State of Oregon as a Disadvantaged Business Entity who is not financially affiliated with the Contractor.

B. “Non-Referred Employee” is an individual who was not referred to the Project by a Signatory Union from its hiring hall, and who is employed by an Employer to perform work on the Project coming within the recognized jurisdiction of the Signatory Unions. The term “Non-Referred Employee” also includes certain other employees as described in this Agreement, including certain employees of firms certified federally or in the State of Oregon as a Disadvantaged Business Entity (“**DBEs or Certified Firms**”).

C. “Union Referred Employee” is an individual who is not a Non-Referred Employee, who is referred by a Signatory Union from its hiring hall, who is employed by an Employer on the Project, and who performs work coming within the recognized jurisdiction of the Signatory Unions.

D. “Equity Stakeholders” are community organizations, businesses and/or individuals who have a documented track record of commitment to the advancement of diversity on the Project and to remediation of the under-inclusion of racial and ethnic minorities and women in the construction industry and trades and, as a result of such commitment, are signatory to this Agreement as an Equity Stakeholder for the Project.

ARTICLE I **Purpose**

1.1 Objectives - The objectives of this Agreement are to ensure that:

- A. The public served by the Owner receives the fullest benefit of those public works construction projects undertaken by the Owner including economy and efficiency;
- B. The Owner optimizes through its contracting processes diverse community participation inclusive of racial and ethnic minorities, and women in the Project;
- C. The Owner receives the benefit of a highly skilled and well-trained workforce, and the development through apprentice programs of skilled labor based in the community, in the performance of the work on the Project;

- D. The Project is performed without disruptions caused by labor unrest, including strikes, sympathy strikes, lock outs, picketing, work stoppages, slowdowns and similar job disruptions;
- E. This Agreement is established as a fair and balanced approach with respect to the rights and obligations of union and open shop contractors and employees; signatory and non-signatory contractors to this Agreement; disadvantaged, minority, women, service disabled veterans and emerging small business enterprises and employees; and the equity interests of the community in the Project.

1.2 Importance of Project Cooperation - The Owner, the Contractor, Subcontractors, Unions, and Equity Stakeholders signatory to this Agreement (hereinafter identified collectively as the “Parties”) acknowledge that the construction of the Project is important [include specific purpose of project] The Parties recognize the need for the timely completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management-community cooperation on matters of mutual concern, including productivity, quality of work, labor stability, safety and health.

1.3 Parties’ Roles - The Parties recognize that they play an integral and critical role in ensuring diverse participation on the Project, and in the development of skilled craft workers through the apprenticeship objectives of this Agreement, and commit to compliance with the objectives of this Agreement and the construction contract for the Project.

1.4 Need for Skilled, Qualified Craft Workers - The Parties agree that the timely construction of the Project will require substantial numbers of employees for construction and supporting crafts possessing skills and qualifications that are vital to its completion. The Parties will work together to furnish skilled, efficient craft workers for the construction of the Project.

1.5 Stable Working Conditions - Further, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the craft workers on the Project, to encourage close cooperation between the Contractor, Subcontractors and the Signatory Unions, and to ensure that a satisfactory and constructive relationship will exist throughout the Project between the Parties to this Agreement.

1.6 No Disruptions, Labor-Management Harmony - In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the Parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor and all Subcontractors of whatever tier, agree not to engage in any lockout, and the Signatory Unions agree not to engage in any strike, sympathy strike, picketing, work stoppage, slowdown, lock out or interruption or other disruption of or interference with the work covered by this Agreement.

1.7 Settlement of Issues - The Parties understand and agree that issues may arise that were not anticipated and that could cause unforeseen difficulties for the Owner, the Contractor,

Subcontractors, Signatory Unions, employees and the community. All Parties agree to work cooperatively to resolve any such issues, including the option of amending this Agreement at any time if necessary. If an amendment to this Agreement is proposed before the Project is completed, the amendment must be adopted by majority consent of all of the Parties to this Agreement (which majority must include the Owner and Contractor).

ARTICLE II **Scope of Agreement**

2.1 Scope

A. This Agreement shall apply only to that construction work on the Project coming within the recognized jurisdiction of the Signatory Unions, as more specifically described in the remainder of this section 2.1. Where there is a conflict, the terms and conditions of this Agreement shall supersede and override the terms and conditions of any and all other national, area, or local collective bargaining agreements; except for all work performed under the NTD Articles of Agreement; the National Stack/Chimney Agreement; the National Cooling Tower Agreement; and all instrument calibration work and loop checking, which shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians; and the National Agreement of the International Union of Elevator Constructors; with the exception of Articles V, VI and VII of this Agreement, which shall apply to all such work. It is acknowledged and agreed that this is a self-contained, stand-alone Agreement and that, by virtue of becoming bound to this Agreement, neither the Contractor nor the Subcontractors will be obligated to sign any other local, area, or national agreement.

B. This Agreement shall cover and be applied only to that construction, rehabilitation, alteration, conversion, extension, painting, repair, excavation, demolition, improvement or other construction work performed at the Project site that is contracted by the Owner and/or Contractor/Subcontractors and is generally described as the “[Project Name] Project.”

C. The terms of this Agreement shall also apply to that work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to the Project site, which are integrated with and set up for, the purpose of servicing the Project, rather than to serve the public generally, and are determined by appropriate governmental authorities to be subject to payment of prevailing wages in connection with the Project.

D. It is intended that the provisions of this Agreement shall apply to the Contractor and all Subcontractors at every tier, performing work on the Project, and that notice of the Contractor’s intent to incorporate this Agreement into each subcontract shall be included in the Contractor’s solicitation of subcontractor bids for work on the Project.

E. This Agreement shall only be binding on the Parties hereto, and shall not apply to the parents, affiliates or subsidiaries of the Parties, or to any other project.

2.2 Exclusions – Exclusions from all or some (as set forth below) provisions of this Agreement include the following types of work, material suppliers, categories of employers, trades and employees:

- A. Construction work outside the scope of the construction contract for the Project.
- B. Material suppliers retained by the Contractor or Subcontractors for the off-site manufacture of materials, equipment and machinery.
- C. This Agreement only governs construction of the Project and shall be subordinate to any and all stipulated requirements in the relevant statutes enabling funding or financing of the Project.
- D. Construction related personnel not directly performing placement of work, including but not limited to: executives, superintendents, supervisors, assistant supervisors, any employee classified as salaried General Foreman and above; professional employees including, but not limited to: architects, engineers, staff engineers, inspectors, quality control and quality assurance personnel; mail carriers, messengers, delivery couriers; clerks, timekeepers, office workers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, community relations or public affairs, environmental compliance, supervisory and management employees.
- E. Work of other non-construction trade labor that may be identified during the course of the Project, including but not limited to:
 - a. Artists retained by the Owner during the course of the Project and their work that does not involve work defined under the Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rate scopes of work classifications.
 - b. Furniture, fixture and equipment installers retained by the Owner for work to be performed after Signatory Employers have completed construction related work and/or after the contract substantial completion date.
 - c. Employers and their employees directly controlled by the Owner, including construction and non-construction support services contracted by the Owner in connection with the Project separately from the Contractor, and the Owner's "Owner's Representative" for the Project.
 - d. All employees of the design teams or other consultants of the Owner, the Contractor, or any Subcontractor for specialty testing, commissioning, design, and other professional services.
 - e. Employees engaged in any work performed on or near, or leading to or into, the Project site by state, county, city or other governmental bodies, their other retained contractors, or by the public utilities or their contractors, or by the other public agencies or their contractors.
 - f. Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty or guarantee, or the on-site supervision of such work.

- g. Employees engaged in maintenance on equipment and machinery and on-site supervision of such work.
- h. Employees engaged in warranty functions and warranty work, and on-site supervision of such work.
- i. Laboratories for specialty testing or inspections.
- j. Construction work ancillary to the Project but contracted by others.

F. Firms certified as a Disadvantaged Business Entity (DBE) by the Certification Office for Business Inclusion & Diversity (COBID) (formerly the Office of Minority, Women, and Emerging Small Business) that are awarded work on the Project shall execute the Letter of Assent (Attachment “A”) in accordance with Section 6.2 but DBE Certified firms that are not signatory with a labor union (“Open Shop DBE Firms”) and their employees performing work on the Project shall be exempt from compliance with certain obligations otherwise applicable to Subcontractors. These exemptions include, but shall not be limited to, all of the following protections and exclusions for Open Shop DBE Firms and their employees:

- a. Hiring procedures as outlined in Section 7.5(b) in this Agreement shall not apply to Open Shop DBE Certified Firms.
- b. Employees of Open Shop DBE Certified Firms may join the appropriate Signatory Union for their craft although such membership shall not be required, and no contributions to unions, their benefit programs or trust funds shall be required by or on behalf of such employees who do not join a Signatory Union. Such firms must otherwise provide their employees with comparable health benefits or add the fringe amount of these health benefits to employee wages.
- c. Non-union employees of Open Shop DBE Firms shall not be required to pay representation fees, initiation fees, union dues, check-offs, fines or any other payments to union benefit programs or trust funds.
- d. Employees and employers of Open Shop DBE Firms need not be represented by a Signatory Union in dispute resolution but have the option to participate in the grievance procedure offered under Article V of this Agreement by the Labor-Management-Community Oversight Committee as defined in Section 9.1 (the “**Committee**”). Such non-represented employees shall have the right to seek assistance from the Committee to ensure that said employee’s rights are protected. Further, should such employees seek to utilize the procedure in Section 5.4 of this Agreement, they shall not be bound by the prescribed notice timeline of five (5) business days and instead shall be permitted to give notice within a reasonable time of learning of the violation.

G. Offsite fabrication at non-temporary facilities not established specifically for this Project and which have been used for fabrication of other projects within the past year.

H. All Project deliveries of materials that are not covered by BOLI’s Prevailing Wage.

I. Scopes of work as may be determined by Owner as specialty work and may require pre-qualification or may be proprietary.

J. The Owner. Nothing contained herein shall be construed to prohibit or restrict the Owner, or its employees, from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction is tested by the Contractor and accepted by the Owner, this Agreement shall not have further force or effect on such items or areas, except when the Contractor is directed by the Owner to engage in repairs, modifications, and checkout and/or warranty functions as required in the construction contract for the Project unless these tasks are specifically excluded elsewhere in this Agreement.

ARTICLE III

Exclusive Representation and Authority

3.1 Owner Authority - The Parties recognize that the Owner retains and shall exercise full and exclusive authority for the management of its operations and the Project. The Owner remains the sole judge in determining the competency and qualifications of all firms responding to its solicitations. The Owner has the absolute right to select any qualified bidder or proposer for the award of the prime contract on the Project, provided that such bidder or proposer shall be willing, ready, and able to execute and comply with this Agreement for the craft workers that it employs in all work classifications for the Project for the duration of the Project.

3.2 Pre-Job Conference - The Employer(s) at every tier performing work on the Project will endeavor to have a pre-job conference with the Signatory Unions representing the craft workers the Employer intends to employ on the Project. The conference shall address, but not be limited to, manpower, key employees work dates, work hours, Project rules, employee transportation to and from the Project site, safety, employee absenteeism, lunch and breaks.

3.3 Union Access - Authorized representatives of the Unions shall have access to the Project provided they do not interfere with the work of the employees, and further provided that such representatives comply with any visitor and security rules established for the Project. No union representative will be denied reasonable access to its members or the Project worksite. ~~or the work.~~

3.4 Union Security - All employees who perform work within the properly determined craft jurisdiction of a Union and who are members of that Union on the effective date of this agreement or on the date of dispatch pursuant to Article VII shall as a condition of their employment, maintain their membership in that Union as per the appropriate craft Master Labor Agreement.

ARTICLE IV

Dispute Resolution

4.1 Jurisdiction of Work – The assignment of work will be solely the responsibility of the Contractor or Subcontractor performing the work involved. Such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry

(the “Plan”) and will generally be assigned on the basis of traditional craft jurisdictional lines, agreements of record, established trade agreements, prevailing area practices, and Composite Crews per Section 8.6 of this Agreement. During a dispute that involves jurisdiction of work, the Employer shall continue to determine crew sizes and retains all of its management rights.

4.2 Craft Jurisdiction Dispute Resolution – All questions, complaints, or disputes involving Union-Referred Employees and dealing with craft jurisdiction shall be referred to the business representative of the Signatory Union(s) involved in the jurisdictional dispute and to the Employer’s authorized representative, who shall then meet at a location acceptable to all involved parties and make their best efforts in good faith to resolve the dispute. If the disputing parties are unable to resolve the dispute, the parties mutually agree to mediate the dispute within ten (10) business days after the Signatory Union and Employer representative reach an impasse. Jurisdictional disputes that cannot be settled at the local level and through mediation shall be settled and adjusted according to the then-current Building and Construction Trades Department Plan for the Settlement of Jurisdictional Disputes. Any determination made pursuant to this provision shall be final, binding and conclusive on the Contractor and/or Subcontractor, and Signatory Union(s) to this Agreement as it relates to this Project only. Such a determination shall not establish a precedent on other project sites or for other projects.

4.3 No Disruptions during Disputes – Pending resolution of all jurisdictional disputes, all work shall continue without the occurrence of any strike, sympathy strike, picketing, work stoppage, slowdown, lock out or other labor disruption of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

4.4 Non-Referred Employees – Non-referred Employees at their discretion, including employees of Open Shop DBE Firms, need not be represented by a Signatory Union and shall have the option, but not the obligation, to resolve disputes in accordance with the procedures set forth in Section 5.4.

ARTICLE V
No Disruptions

5.1 No Disruptions – During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by any Signatory Union or their members, and there shall be no lock out by an Employer. The Signatory Union(s), the Contractor, and Subcontractors agree that they shall not sanction, recognize, aid or abet, incite, encourage or continue any such disruptive activity and shall undertake all reasonable means to prevent or terminate it.

5.3 Dispute Resolution – The Parties agree to establish the Committee as set forth in Section 9.1, which will provide an option for the effective and binding settlement of labor misunderstandings, disputes or grievances that may arise between the Contractor, its Subcontractors at any tier level, the Signatory Unions, or their members. Thereby the Owner, the

Employer(s) and the Signatory Unions are assured of complete continuity of operation without slowdown or interruption.

5.4 Grievance Procedure – The Contractor, Subcontractors, Committee, Signatory Unions, and the Employees, collectively and individually, acknowledge the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article. When a Signatory Union and Employer have a collective bargaining agreement, they may mutually agree to use the grievance procedure contained in said collective bargaining agreement.

Any question or dispute arising out of and during the term of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any union employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward shall, within five (5) business days after the occurrence of the violation, give notice to the work-site representative of the Contractor or the involved Subcontractor stating the provision(s) alleged to have been violated. The business representative of the Signatory Union or the job steward and the work-site representative of the involved Subcontractor and the Contractor shall meet and endeavor to address the matter within three (3) working days after timely notice has been given. The representative of the Subcontractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Contractor) at the conclusion of the meeting but not later than the close of the following business day. If they fail to resolve the matter within the prescribed period, the grieving party may, within two (2) business days thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Should the Signatory Union(s) or the Contractor or any Subcontractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) business days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 1.(b) When any Open Shop DBE non-referred employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, within a reasonable time after the occurrence of the violation, with the aid of the Committee if the employee elects to do so per Article 2.2F(d), will give notice to his or her Employer stating the provision(s) alleged to have been violated. The Committee shall meet and endeavor to address the matter within three (3) business days after timely notice has been given. The representative of the Subcontractor shall keep the meeting minutes and shall respond to the Committee in writing (copying the Contractor) at the conclusion of the meeting but not later than the close of the following business day. If they fail to resolve the matter within the prescribed period, the grieving party may, within two (2) business thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged

grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Should the Committee or the Contractor or any Subcontractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. If the grievance has not been settled under Step 1, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The involved grievant and charged party or their representatives shall attempt mutually to select an arbitrator, but if they are unable to do so within three (3) business days, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The grieving party shall strike the first name, the other party shall then strike one (1) name, and the process shall be repeated until the arbitrator is selected, to be completed within three (3) business days of receiving a list. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the involved parties and, in the case of a grievance filed by an Open Shop DBE non-referred employee, as feasible with available 1% funds, as described in Section 10.1 (f) for that employee's share. Failure of the grieving party to adhere to the time limits established herein shall render the grievance, waived, null and void. Failure of the charged party to adhere to the time limits established herein shall render all defenses to the grievance waived, null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

The Contractor and the Owner shall be notified of all actions at Step 2 and shall, upon their request, be permitted to participate in all proceedings at these steps.

5.5 Court Relief – The Owner, Employers or Signatory Unions on this Project have the right to seek relief directly from the courts or other appropriate forum in the event there is a violation of this Article V.

ARTICLE VI **Subcontracting**

6.1 Notice of this Agreement – Any Employer seeking to subcontract work to which this Agreement applies shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement, of the Owner's apprenticeship goals (Article XI), workforce diversity goals (Article XII) and of the Owner's goal for contracting with D/M/W/ESB Firms (Article XIII). Any contractor or subcontractor working on the Project shall execute a Letter of Assent (in the form attached as Attachment "A") and shall perform all work under the terms of this Agreement.

6.2 Right to Select Qualified Bidders - The Owner, the Contractor and/or Subcontractor shall have the absolute right to select any qualified bidder or proposer and award contracts or subcontracts on the Project without reference to the existence or non-existence of any collective bargaining agreements between the prospective contractor or subcontractor and any Signatory Union, provided only that such prospective contractor or subcontractor is willing, ready, and able to comply with this Agreement and to execute a Letter of Assent (in the form attached as Attachment "A") should such entity be awarded work covered by this Agreement. If prime-tier Subcontractors are not able to achieve the Project's goals for Certified Firm participation by contracting with Signatory Subcontractors, then the prime-tier Subcontractors shall not be restricted or prohibited from contracting with lower-tier Certified Firms that are non-signatory (see Subsection 2.1A hereof).

6.3 No Joint Liability - It is understood that the liability of the Contractor, the liability of the separate Signatory Union(s), and the liability of Subcontractors shall be several and not joint. Each Signatory Union agrees that this Agreement does not have the effect of creating any joint employment status with the Owner, the Contractor and/or any Subcontractor.

ARTICLE VII **Hiring Procedures**

7.1 Notification of Opportunities - The Contractor and Subcontractors agree to notify each Signatory Union of all opportunities for employment on the Project. Nothing in this Agreement shall be deemed to limit the Contractor's or a Subcontractor's right to reject proposed employees or to use their own core employees (see Section 7.5), without obligation to join any Signatory Union. The Contractor and Subcontractors shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdictions, and select employees to be laid off. The Contractor and Subcontractors shall also have the right to reject any applicant referred by a Signatory Union for any reason provided that such right is exercised in good faith, and in a nondiscriminatory manner.

7.2 Union Referred Employees - The Employer shall request and the Signatory Union shall refer applicants for the various journeymen and apprentice classifications as required by the Employer for this Project in accordance with this Agreement.

7.3 Referral Non-discrimination - The Signatory Unions represent that their local unions administer and control their referrals in a nondiscriminatory manner and in full compliance with the Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination and the diversity provisions of this Agreement.

7.4 Local Hiring - It is the intent of the Parties to promote the use of locally available, skilled craft labor provided through the local hiring halls and in compliance with the local hiring provisions contained in this Agreement. The Project has a goal that 15% or more of the total Project hours will be worked by local residents. Employers will track and report worker hours in support of this goal. If the Contractor is unable to meet this objective, the Contractor shall document its good faith efforts to comply and shall also document the lack of available local

workforce numbers sufficient to achieve this objective. "Local residents" will be defined by the LMCOC prior to the start of the project.

7.5 Core Employees - Employers who do not have a collective bargaining relationship with the Signatory Unions on the Project, but are signatory to this Agreement via the Letter of Assent (Attachment "A"), may employ their own core employee craft workers. "Core Employees" in this context only refers to the following craft workers: working foremen, journeymen, working owner-operators, and apprentices. The term Core Employees does not refer to employees otherwise excluded in Article II such as supervisory, management or non-working owners of non-signatory contractors.

- A. It is agreed by the Parties that the intent of the Core Employee definition is to protect fair and legal employment standards, and to secure opportunities for contractors, regular employees, and union craft workers.
- B. For open shop, non-DBE Firms who are signatory to this Agreement, the limits on Core Employees shall be as follows: the first two workers may be Core Employees; the next two craft workers shall be union referrals. Thereafter, dispatch may alternate Core Employees and Union Referred Employees, on a one-for-one basis, with the Core Employee total number not to exceed 50% plus one worker of the Employer's craft workforce, or otherwise by mutual agreement of the Employer and Union.
- C. Employees shall be deemed Core Employees if they have been on the Employer's payroll a minimum of 500 hours in the 6 months prior to the Project, and on the Employer's active payroll a minimum of 60 days prior to start of work on the Project. Core Employees shall meet the minimum qualifications of the craft they are performing, and shall hold all required licenses and certifications for the work of their craft.
- D. The Committee may waive the definition of Core Employee based upon the Employer's craft needs and past practice. The vote of the Committee must be unanimous.
- E. Non-Core referred Employees shall be hired according to the appropriate union referral procedures.

7.6 Employer-Signatory Union Negotiations - It is agreed and understood that those specific terms and conditions governing hiring and assignment of current union trade workers to supplement Core Employees proposed for the Project may be negotiated jointly by the Employer and the appropriate Signatory Union representatives, provided any such negotiations do not cause strikes, sympathy strikes, pickets, work stoppages, slowdowns, lock outs, or other labor disruptions.

7.7 Drug-free Workplace - It is agreed and understood by all Parties that a drug-free workplace is of the highest priority and the Owner and Employers retain their rights to comply with their established drug testing policies and practices.

ARTICLE VIII
Wage Rates, Fringe Benefits and Work Rules

8.1 Prevailing Wage Rates – The classification of employees and the payment of prevailing wage and fringe benefits by Employers shall be as required by the Contract for the Project.

8.2 Non-Union Employers who Hire Union Referred Employees - Employers who are not signatory to an agreement with a Signatory Union, but who hire a Union Referred Employee under this Agreement, shall accept the terms and conditions, for those Union Referred Employees only, the required wages and benefits in the appropriate craft Master Labor Agreement wage schedule, and the various health and welfare, pension, training, and vacation agreements and trusts, with respect to the Union Referred Employee, as specified in the master labor agreement negotiated between the Signatory Union and the Union Contractors. However, the Contractor and the non-union Employer, who hired the Union Referred Employee under this Agreement for this Project, are not bound whatsoever, legally or otherwise, by any actions, determinations, terms and conditions of any Signatory Union agreements.

8.5 Work Rules – The Contractor and Signatory Unions agree to establish work rules prior to commencement of work on the Project. Work rules shall comply with Oregon statutes and BOLI's regulations, and all other applicable rules, regulations and laws. The Contractor and Signatory Unions further agree to establish specific Project work rules that satisfy the objectives of this Agreement.

8.6 Composite Crews of Craft Workers – The Signatory Unions, and each of them, recognize and agree that, in order for an Employer to be competitive and to ensure that craft workers are productively employed throughout their shifts on the Project, Employers may utilize craft workers as a composite crew on any task. In performing its work, the composite crew shall be allowed relaxation from strict craft jurisdiction provided the employees from each craft are assigned tasks within their craft's jurisdiction as far as reasonably practical so long as such work assignments have been mutually agreed upon between the respective crafts by way of a pre-job conference and are not in violation of BOLI registered apprenticeship requirements Employers shall endeavor in good faith to assign craft workers such that the total number of hours worked by members of each craft is consistent with traditionally recognized craft jurisdictions. The Signatory Unions recognize and agree that on individual days the proportion of hours worked by each craft may be more or less than the traditional ratios. Employers agree that the use of employees from one union or craft to perform the work of another union or craft shall in no way constitute an assignment nor shall it in any way prejudice traditional jurisdiction.

ARTICLE IX
Labor–Management–Community Oversight Committee

9.1 Labor–Management–Community Committee Purpose and Objectives – In recognition of the necessity for cooperation and communication among all Parties to this Agreement in

achieving the diversity goals of this Agreement, the prevention of disputes and misunderstandings and the implementation of this Agreement, the Parties agree to establish a Labor-Management-Community Oversight Committee (the “**Committee**”) and to hold periodic meetings to discuss and resolve issues and/or concerns which may arise during the life of the Project. The dates and times of these meetings will be determined by the Parties but in no case shall be less than monthly.

9.2. Membership – The Committee shall be comprised of an equal number from each group of Owner representatives, Signatory Union representatives, Contractor representatives, DBE subcontractor representatives and Equity Stakeholder representatives from community based organizations with a strong record of accomplishment of serving racial and ethnic minorities, women and low-income people in construction, including diverse contractors and workers. The Owner, Signatory Unions (as a group), the Contractor, DBE subcontractors, and Equity Stakeholders (as a group), shall each have an equal number of Committee members and votes; a minimum number of two and a maximum number of four Committee members and four votes for each group; even if only one member from a group is present. DBE subcontractor representatives shall be divided evenly between union and open shop DBE subcontractors. In the event of a tie vote on any matter decided by the Committee, the Owner representative shall cast a tie-breaker vote. A quorum for the Committee is when all groups of Parties are represented by at least one member (e.g., one Owner representative, one Signatory Union representative, one Contractor representative, one DBE subcontractor representative, and one Equity Stakeholder representative). No official business can be transacted without a quorum.

9.3 Member Roles - All members will develop and sign a Memorandum of Understanding (MOU) outlining roles and responsibilities prior to becoming Committee members. Members will not be responsible for any financial commitment or held liable for their recommendations. All members, other than the Contractor and Owner members, participating on the Committee for the Project will be required to certify in writing, via “No conflict of interest form”, that they have no pecuniary interest in the Agreement that pertains to this Project and that, to the extent a conflict of interest exists or arises, they will disclose to the Owner and recuse themselves immediately from all discussions, communications, or recommendations related to such conflict.

9.4 Compliance Monitoring – There shall be a Compliance Monitoring Subcommittee (“Subcommittee”) of the Committee that is responsible for monitoring Employer’s compliance with contracting, apprenticeship, workforce, and local hire goals and programs established in this Agreement. The Subcommittee shall include one representative from each of the following groups: Owner, Signatory Union, Contractor, DBE subcontractor and Equity Stakeholder. The Subcommittee shall be responsible for monitoring the Contractor’s and Subcontractors’ compliance with the contracting, apprenticeship, workforce, and local hire goals and programs established in this Agreement and reporting their findings back to the Committee. The Owner shall file a monthly report on hiring ratios and on compliance of each Employer with this Agreement, for the Committee’s review and comment. The Committee shall examine the data regarding each craft’s use of Core Employees and may agree by majority vote to changes to the minimum number of hours an employee would have to be on an Employer’s payroll to be deemed a Core Employee. The Subcommittee shall report to the Owner if ratios have not been achieved.

The Subcommittee may also waive by majority vote the definition of Core Employee based upon an Employer’s craft needs and past practice. The Subcommittee shall meet no less than monthly unless and until the Committee determines less need on the Project and decides accordingly its ongoing activities.

9.5 Arbitrator – The Committee shall have the authority to appoint and remove a Standing Arbitrator and an alternate (hereinafter identified collectively and individually as the “**Arbitrator**”) to decide any disputes involving the Contractor, Subcontractors, Signatory Unions, and Employees arising under Articles XI or XII of this Agreement. The Committee shall have the authority to establish its own rules and procedures and shall be the governing authority to interpret this Agreement. It shall have oversight authority to review the decisions of the Arbitrator in order to clarify such for the future guidance of the industry but not to overrule a particular decision of the Arbitrator. The Committee may respond to specific requests for interpretations from interested Parties.

9.6 Dispute Resolution – For all misunderstandings, disputes, or grievances arising out of Article V of this Agreement, the Committee shall follow the Dispute Resolution Procedures set forth in Article V, Sections 5.2 and 5.3. Nothing in this Agreement precludes the Owner from taking actions authorized or permitted by the Contract executed between the Owner and the Contractor.

ARTICLE X

Technical Assistance, Training, Outreach and Support Funds

10.1 The Owner will establish a project specific dedicated fund account in the amount of 1% of the Total Hard Construction costs. The 1% fund will be used to support diversity efforts and advance the skills, knowledge, and ability of workforce and contractors, with no less than 75% of the 1% fund to be directed towards training and supportive services for workforce. The fund will support the following:

- a.** Technical assistance, training, outreach and recruitment that will provide construction support to D/M/W/ESB’s;
- b.** Training opportunities for community residents through BOLI-approved Pre-Apprenticeship programs and qualified CBOs who have a documented track record of commitment to the advancement of diversity and to remediation of the under-inclusion of racial and ethnic minorities and women in the construction industry and trades.
- c.** Assistance to D/M/W/ESB’s to secure bonding and obtain the technical assistance and business support necessary to successfully complete a contract.
- d.** The recruitment, training, and hiring of a qualified, diverse workforce. This may include participation in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades.

- e. Technical assistance and support to individual workers for specific expenses towards their continued employment or progression from Pre-apprenticeship programs to apprenticeship level and for continued progression at the journey level.
- f. Support for Committee activities and ability for members to perform oversight duties as outlined in the Committee MOU, including supporting grievance procedures for Open Shop DBE non-referred employees, as needed.
- g. Anti-harassment training for Employers and Unions as a retention strategy.

10.2 The awarding of grants or contracts for the services described in this Article will take place through a competitive application process, administered and coordinated by the local intergovernmental workforce development board, Worksystems Inc., using its standard Procurement practices.

ARTICLE XI

Community Apprenticeship Goals

11.1 Community Apprenticeship Hours Goal

A. The Parties recognize the need to maintain continuing support of programs designed to develop within the community adequate numbers of competent workers for the construction industry. Accordingly, the Owner requires that, on prime contracts greater than \$200,000 and/or subcontracts greater than \$100,000, the Employer shall employ state registered apprentices (that is, BOLI registered apprentices) to meet an overall Project aggregate goal of twenty percent (20%) of all covered work hours on the Project.

B. Employers shall pay apprentices at the rate required by the applicable collective bargaining agreement or in accordance with the state or federal prevailing wage rate applicable to the Project. The apprentices must be enrolled in state-approved apprenticeship programs during all of the hours worked on the Project by the apprentices.

C. Employers shall not utilize workers previously employed at a journey-level or those who have successfully completed a training course leading to journey-level status to satisfy the requirements of this provision.

D. Recognized Pre-Apprenticeship Programs and CBOs which have been approved by the Committee and the labor union for which entry is sought, shall be used as a “first source” for entry into apprenticeship programs for hiring to meet the Apprenticeship Hour Goals required under this Section. To be approved as a first source entry, the program must have a proven track record of serving women or people of color.

11.2 Apprenticeship Diversity – The Parties agree to facilitate the entry of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, who are interested in careers in the construction industry. To that end, the

Parties agree to set goals for the recruitment and retention of apprentices from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people. Employers shall maintain records of the diversity of their on-site workforce, such as the Monthly Employment Report (Exhibit 4 to Attachment “B”) and other reporting forms, sufficient to allow the Owner to determine whether the Project is meeting the goals and to assess the rates of apprenticeship hiring of racial and ethnic minorities, women, and low-income people.

11.3 Signatory Unions Outreach, Training and Retention Strategies – Signatory Unions shall develop a plan in conjunction with existing community groups to recruit and employ historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, into a pool of pre-qualified applicants that may be made available for immediate employment on the Project as allowable under crafts apprenticeship standards. The Signatory Unions shall:

A. Engage in active recruitment of historically disadvantaged or underrepresented members, including racial and ethnic minorities, women, and low-income people and to refer to the Employer sufficient numbers of such members to assist in meeting required employment goals. To aid the Signatory Unions in this recruitment, the Employer shall notify the respective hiring hall as soon as practicable of its forecasted workforce needs.

B. Develop specific strategies to ensure that apprentices recruited under this plan shall be fully trained and prepared to enter into the workforce as journey level skill workers in their respective trades. These strategies shall include mentoring minority and women apprentices, removing barriers to entry into the apprenticeship programs where such barriers are not a bona fide occupational requirement, and providing financial assistance in purchasing the tools and supplies necessary to successfully complete an apprenticeship in the trades.

C. Prepare and file a quarterly report on hiring and training of apprentices from each category of racial and ethnic minorities, women, and low-income people, together with a forecast for the following quarter’s hiring and training from each category, for the Committee’s review and comment.

11.4 Apprenticeship Retention

The following Apprentice Retention Plan shall be followed:

A. In the dispatch request to Signatory Unions or BOLI approved training programs (collectively, “Dispatcher”), Employer shall indicate the apprentice request is for the “Project” and reference this Agreement. Employers are encouraged to utilize a dispatch form or other written means and retain a file copy. If no apprentices are available Employer must obtain written confirmation and periodically re-check for availability.

- B. After apprentice has started work on the Project, Employer shall provide feedback to Dispatcher as to performance of apprentice (both positive and negative feedback). It is also important that the direct supervisor indicate areas where apprentice is excelling and areas for needed improvement.
- C. If apprentice is not meeting the expected needs of the Employer, direct supervisor shall inform Contractor, Dispatcher, and apprentice of needed areas for improvement. Employers should match expectation of apprentice performance with the stage of apprenticeship and their path to journey level worker.
- D. Employer to take into consideration that one intent of this Agreement is to provide for training and development of apprentices in the building trades. Therefore, an Employer should provide a newly dispatched apprentice a minimum “mentoring” period of three working-days in an effort to teach and seek improvement in the apprentice’s needed areas of work development.
- E. Following the above 3-day mentoring period, Employer shall inform Contractor and Dispatcher that apprentice has either improved and will be retained, or is not improving and will need to be replaced.
- F. If apprentice is removed from employment, Employer shall debrief apprentice and Dispatcher of needed areas of improvement with the goal of providing the necessary feedback that allows Dispatcher and apprentice to continue worker’s development of the skills on the path to journey level competency.
- G. Employer’s hiring supervisor shall inform Contractor if apprentice was relieved of duties and what follow up action is planned (request for new apprentice, etc.).

ARTICLE XII

Community Workforce Goals

12.1 Community Workforce Diversity – All Parties signatory to this Agreement agree to facilitate the recruitment, retention and promotion of historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low-income people, at the apprentice and journey-level who are interested in careers in the construction industry. To that end, the Parties agree to set goals for the recruitment and retention of apprentice and journey-level workers from historically disadvantaged or underrepresented communities, including racial and ethnic minorities, women, and low-income people.

12.2 Community Workforce Goals – The Parties agree to goals for the recruitment and retention of workers from these communities.

- A. Apprentice Level** - The goals for minority apprentice level workers shall be twenty percent (20%) of Project apprentice level hours or greater by trade. The goals for women apprentice level workers shall be twenty-five percent (25%) of Project apprentice level hours or greater by trade.

- B. **Journey Level** – The goals for minority journey level workers shall be twenty percent (20%) of Project journey level hours or greater by trade. The goals for women journey level workers shall be nine percent (9%) or greater of Project journey level hours.
- C. These workforce diversity goals apply to the workforce of each contractor, that is, the Contractor and each Subcontractor who performs work on the Project, and are inclusive of Core Employees and the workforce of Open Shop DBE Firms whether or not they have a collective bargaining relationship with the Signatory Union(s). These goals also apply to Subcontractors who are excluded from or non-signatory to this Agreement under Section 2.2.

12.3 Documentation – Employers shall maintain documentation as determined by the Committee of their compliance with these requirements and shall submit such documentation monthly to the Project Contractor, and the Contractor in turn shall submit to the Owner and to the Committee.

12.4 Recruitment and Retention Strategies – Employers and Signatory Union(s) shall make their best efforts to recruit and retain historically disadvantaged or underrepresented people, including racial and ethnic minorities, women, and low income people by providing a detailed recruitment and retention strategy. A specific Project plan developed collaboratively between the Contractor, Signatory Union(s) and Subcontractors shall incorporate the following:

A. Employers and Signatory Union(s) shall work aggressively to recruit racial and ethnic minorities, women and low income people and to refer racial and ethnic minorities and women to Employers. Prior to the start of construction, the Contractor shall meet with the Signatory Union(s), and the Owner, for the purpose of reviewing this Agreement and the projection of the workforce needs over the course of construction of the Project.

C. Each Employer shall provide all apprentices referred to the Employer a fair chance to perform successfully, allowing for possible lack of previous experience, and recognize that the Employer is responsible for providing on-the-job training and that all apprentices should not be expected to have previous experience.

D. Employers and Signatory Union(s) shall participate in job fairs, school-to-work, and community events to recruit minorities, women, and disadvantaged individuals into the construction trades. The Employers and Signatory Union(s) shall participate at least semi-annually for the duration of the Project.

E. The Contractor shall allow scheduled job site visits by participants in community programs, in conformance with the Contractor’s Project safety plan and requirements, to increase awareness of job and training opportunities in the construction trades.

F. The Contractor and Subcontractors shall compile applications from qualified women and minorities for the duration of the Project, contact them when an opening occurs, keep applications

of those who were qualified but not selected for an opening, and contact them when an opening occurs. This will not circumvent the appropriate union referral process.

G. Employers shall maintain a harassment-free work place by cooperating with the Contractor to implement the Green Dot etc. or similar Workplace Training Program.

H. Employers shall ensure that employees are knowledgeable about the Employer's policies if they need to report a harassment problem. Employers will provide a complete orientation to the job site to all workers, including procedures for reporting problems, and expected crew behaviors.

I. Employers shall be a recognized Training Agent and abide by the apprenticeship standards of the Joint Apprenticeship Training Committee (JATC) for the craft(s) they employ apprentices from. Employers shall make reasonable attempts to keep apprentices working and train them in all work processes described in the apprenticeship standards. The Owner will review training plans, apprentice work progress reports and hiring/worker retention.

J. Employers will review and disseminate, at least annually, the Employer's EEO policy and affirmative action obligations under this Agreement with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions.

K. Employers and Signatory Union(s) shall regularly provide cultural competency training to all managers, supervisors and principals, and conduct a review, at least annually, of their adherence to and performance under the Employer's EEO policies, affirmative action obligations, and cultural competencies.

L. Employers and Signatory Union(s) shall take steps to reduce feelings of isolation among racial and ethnic minorities and women by making every attempt to have several racial and ethnic minorities and women at the job site and by informing such workers about available support systems.

M. Employers shall provide adequate toilet facilities for women on the job site, by maintaining a clean, accessible and locked toilet for female craft employees, and by removing graffiti immediately to help create a respectful environment.

N. Employers and Signatory Union(s) shall team minority, female, or disadvantaged apprentices who may need support to complete their apprenticeship programs with a late-term or journey-level mentor.

Employers and Signatory Union(s) shall maintain documentation of their good-faith compliance with the retention strategies set forth above and shall submit such documentation to the Owner and the Committee if requested, and no less than quarterly.

12.5 Failure to Meet Community Workforce Goals – Whenever there is a documented trend or failure to meet the community workforce goals, the Contractor, working collaboratively with

its Subcontractors and Signatory Union(s), must develop additional specific outreach strategies and report its plan for achieving compliance to the Committee to improve future performance.

ARTICLE XIII
Community Contracting Goals

13.1 Subcontractor Goals – There shall be a utilization goal for firms that have been certified by the State of Oregon as a Minority-Owned Business Enterprise, a Women-Owned Business Enterprise, a Disadvantaged Business Enterprise, or an Emerging Small Business (M/W/DBE/ESB). The overall utilization goal for M/W/DBE/ESB is twenty-two percent (22%) of the Hard Construction costs for the project, with a further goal that at least twelve percent (12%) of this overall utilization goal be MBE or minority-owned DBE firms, at least five (5%) WBE or woman-owned DBE firms, and the remaining percentage may be ESBs. “Hard Construction Costs” is the cost to build improvements on a property, including all related construction labor and materials, including fixed and built-in equipment costs. Costs not directly related to the construction of an improvement, such as overhead, administration or taxes, or other professional services shall not be considered as part of the Hard Construction Costs.

Project Contractor shall develop a plan to achieve the 22% goal, which shall be submitted to and approved by the Committee. Project Contractor shall undertake and maintain documentation of good-faith efforts to achieve these goals for the duration of the project and shall submit such documentation to the Owner monthly and the Committee quarterly.

13.2 The Contractor’s Plan for submission and approval to the Owner may include but is not limited to the following, and is subject to oversight by the Committee to ensure compliance and implementation:

- Unbundling large bid packages to create the largest number of small business opportunities
- Requiring prime non-Certified Firm Subcontractors to subcontract a minimum of 20% of their work to Certified Firm lower tier firms
- Researching the local Certified Firm marketplace to determine areas with the highest Certified Firm availability to ensure maximum participation is achieved in those areas
- Customizing bid packages to ensure maximum participation of Certified Firms
- Direct solicitation of certain bid packages to only Certified Firm firms
- Providing technical assistance services during pre-award and post-award phases of the project
- Offering Business Assessments to Certified Firms by a third party provider, at no charge to the Certified Firm firms
- Providing Mentoring opportunities and services to Certified Firms
- Identifying Certified Firms to mentor to become CM/GCs in their own right
- Providing one-on-one mentoring to additional Certified Firms technically and operationally
- Offering paid internships for college students, in particular women and students of color

- Providing scholarships to college students through existing community scholarship programs

ARTICLE XIV
Veterans' Helmets to Hardhats

14.1 The Parties 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 Parties 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.

ARTICLE XV
Reporting Requirements

15.1 The Contract requires the Contractor and Subcontractors to maintain documentation of compliance throughout the terms of contract. The Contractor will submit their completed documentation and provide reports within the timeframe as required by the Contract to the Owner. The Owner's Contract Compliance Specialist will then forward to the Compliance Review Committee in a timely manner. At a minimum, documentation will include but is not limited to:

- a. D/M/W/ESB solicitation packages
- b. D/M/W/ESB solicitation results
- c. Inquiries of D/M/W/ESB interests in bidding, bid amounts, and contract awards
- d. Subcontractor & Supplier payments
- e. Subcontractor replacement requests/decisions
- f. Technical assistance requested/provided and/or referred
- g. Apprenticeship results
- h. Workforce diversity results
- i. Problems and successes experienced (mentorship)
- j. Capacity building results
- k. Community involvement

- l. Monthly Electronic Spreadsheet of D/M/W/ESB Awards/Material & Major Expenditures and Supplier Purchases
- m. Charts and Graphs as requested
- n. Other reports as requested by Owner

15.2 All parties that participate in the Project and perform work on the Contract will be expected to comply with the rules governing the Owner's access to records. The Owner and its duly authorized representatives are required to have access to the books, documents, papers, and records of the Contractor or participant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of six years or per the Owner's auditing requirements after final payment. Copies of applicable records will be made available upon request.

15.3 The Owner, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Plan at any time in the course of the Project and during the retention period established above. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments made in support of this Plan or the agreements established through this Plan were in excess of the amount to which the parties were entitled, then the party will be required repay the amount of the excess to the Owner.

ARTICLE XVI **Compliance**

16.1 Failure to meet the requirements of this Agreement impairs the Owner's efforts to promote workforce and contracting diversity and to provide fair and equal opportunities to the public as a whole as a result of the expenditure of public funds. Therefore, failure to meet the requirements of this Plan will constitute a material breach of the Contract. In the event of a breach of this Agreement, the Owner may take any or all of the following actions:

- A. Withholding Progress Payments - The Owner may withhold all or part of any progress payment or payments until the Contractor or Subcontractor has remedied the breach of this Agreement. In the event that progress payments are withheld, the Contractor shall not be entitled to interest on said payments. If a Subcontractor is responsible for noncompliance of the workforce Program requirements, the Owner may choose to withhold only the Subcontractor's portion of the progress payment.
- B. Liquidated Damages - The Parties mutually agree that it would be difficult, if not impossible, to assess the actual damage incurred by the Owner for an Employer's failure

to comply with the Good Faith Efforts requirements. The parties further agree that it is difficult, if not impossible, to determine the cost to the Owner when, due to a lack of Good Faith Efforts, workforce or subcontracting opportunities are not provided.

Therefore, if an Employer fails to make the Good Faith Efforts required by Articles VII, X, XI, or XII of this Agreement, the Project Contractor or Employer agrees to pay liquidated damages of \$500 per day for each day of noncompliance or until the breach of contract is remedied.

These damages are independent of any liquidated damages that may be assessed due to any delay in the project caused by Project Contractor's or an Employer's failure to comply with other provisions of the Project Contract. Such liquidated damages shall be the Owner's sole and exclusive remedy for failure to comply with the Good Faith Efforts Requirements.

- D. Notification of Possible Debarment – By executing this Agreement or the Letter of Assent, as the case may be, Contractor and Subcontractors agree they have been notified that failure to comply with the requirements of this portion of this Agreement may lead to the Contractor's or Subcontractor's disqualification from bidding on and receiving other Owner contracts.
- E. Other Remedies - The remedies that are noted above do not limit any other remedies available to the Owner in the event that the Contractor fails to meet the requirements of this Agreement.

16.3 Review of Records

- A. In the event that the Committee reasonably believes that a violation of the requirements of this Agreement has occurred, the Committee is entitled to review the books and records of the violating Employer(s) on the Project to whom the requirements of this section are applicable to determine whether such a violation has or has not occurred.
- B. In the event that the Employer fails to provide the books and records for inspection and copying when requested, such failure shall constitute a material breach of this Agreement and permit the imposition of any of the remedies listed above in Section 15.2, including the withholding of all or part of any progress payment.

ARTICLE XVII **Severability; Changes**

17.1 Severability - If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of the State of Oregon or the United States, that provision or those provisions shall be deemed to be null and void and shall be deemed severed from this Agreement, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Should any portion of this

Agreement be deemed null and void, the Parties will promptly meet and negotiate a substitute, if possible, for the provision invalidated.

17.2 Changes - Changes to this Agreement may be made at any time, but only by the mutual, written consent of the Parties in accordance with the provisions of Article IX.

ARTICLE XVIII
Duration and Parties to this Agreement

18.1 Term of this Agreement – The term of this Agreement shall begin on its effective date and continue in effect for the duration of the Project.

18.2 Parties to this Agreement

A. The Parties to this Agreement are the Owner, the Signatory Union(s), the Contractor and the Equity Stakeholders. Subcontractors who subsequently become signatory to this Agreement by signing a Letter of Assent, in the form attached hereto as Attachment “A” and made a part hereof, shall be bound to this Agreement according to its applicable terms.

B. It is agreed that the liability of the Employer(s) and the individual Signatory Union(s) and/or the entities that become signatory to this Agreement shall be several and not joint.

C. This Agreement becomes effective upon the signing of this Agreement by the Owner, the Contractor, the Signatory Union(s) and the Equity Stakeholders, and only for this Project.

Owner:

By: _____
Name: _____
Title: _____

Contractor:

By: _____
Name: _____
Title: _____

Signatory Union(s):

_____,
a _____

By: _____
Name: _____
Title: _____

_____,
a _____

By: _____
Name: _____
Title: _____

Equity Stakeholders:

Pre-Apprenticeship Program,
a _____

By: _____
Name: _____
Title: _____

DBE Contractor Representative,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT A

LETTER OF ASSENT TO THE COMMUNITY BENEFITS AGREEMENT

The undersigned, as a Contractor(s) or Subcontractor(s) on a Contract which is part of the Project, for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Community Benefits Agreement, a copy of which was received and is acknowledged, hereby:

- 1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Community Benefits Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 2) Certifies that it has no commitments or agreements which would preclude its full compliance with the terms and conditions of said Community Benefits Agreement.
- 3) Agrees to secure from any Contractor(s) (as defined in said Community Benefits Agreement) which is or becomes a Subcontractor(s) (of any tier) a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

Dated: _____

(Contractor/Company Name)

(Signature of Authorized Representative)

(Print Name and Title)

(Address)

COMMUNITY BENEFITS AGREEMENT (“Agreement”)

Attachment “B”

Green Dot etc., or equivalent Workplace Training Program

Green Dot etc. training engages participants in skill-building and analysis focused on fostering authentic relationships, personal connection and mastery of skills and knowledge necessary for effective persuasive communication.

A foundational tenet of the Green Dot etc. violence prevention strategy is the belief that we cannot expect others to engage in a process we are not willing to engage in ourselves. Toward this end, training participants should expect to engage in an in-depth examination of their personal and professional connection to the issue of violence prevention, obstacles to action, ways to learn from past efforts, and capacity development. Participants strengthen competence through experiential components including journaling, giving and receiving feedback, and small group process, practice and discussion.

Specifically, the Green Dot etc. training will focus on building capacity as an instructor within each of the 4 components of the Green Dot etc. Model of Influence.

- o Relationships: We believe that any effective prevention program must be built within the context of authentic, positive interpersonal relationships. In order to equip participants to engage fully and build effective relationships in their role as instructors of Green Dot etc., we ask them to:
 - o Show up fully.
 - o Leave formalities of titles, credentials, and job description at the office and participate in the training as human beings.
 - o Engage in discussion within small group formats throughout the training and examine potential historical obstacles of this movement, obstacles imbedded within their organizations, and obstacles impacting them as individuals. This process is vital to enhance skills in establishing maximally effective relationships.
- o Connection: Research suggests that people are most likely to engage in this issue if they feel a personal level of connection and responsibility. Therefore, in order to most effectively implement a prevention program, instructors need to be acutely aware of the stakes and urgency of this issue. At the same time, connection to hope is essential to propel cultural change and to create a safe space for individuals to embark on a new set of behaviors. In order to effectively foster connections among their participants, instructors are given the opportunity to explore their own connections through journaling, reflection and small group discussion.

- o Knowledge: The Green Dot etc. curriculum is based on research, data and theory pulled from across disciplines. Instructors will not only be trained on the current research across relevant fields of study but they will also be challenged to examine research within our own field and to apply the knowledge to improve upon methodologies. Instructors will also be trained on the curriculum they will present to their participants.
- o Skills: Green Dot etc. adheres to the simple notion that “it doesn’t matter what you are saying if no one is listening.” Effective delivery of content is an often overlooked component of our education and prevention efforts. Regardless of the strength of the content, the delivery will play a significant role in determining the degree of effectiveness of a given program. As such, over the course of the 4-day training, instructors will engage in a progressive skill building exercise focused on persuasive communication skills.